



TENDER NOTICE

No. EDMC/A&C/UPIC/Tenders/2013/79

Dated: 13.11.2014

TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION.

East Delhi Municipal Corporation (EDMC) invites sealed tenders under two bid system from eligible persons/firm for a comprehensive door to door survey of lands and buildings in the Municipal jurisdiction capturing all the details and parameters of those properties which are relevant for levy and collection of property tax and other municipal dues, assigning and allotment of UPICs (u/s 125 of the DMC Act), issuing of UPIC cards, computation of Annual Value (AV) of the properties and property tax there on, issuing of Property Tax Passbooks, assigning of premises number and fixing of metallic plate containing the premises number (u/s 327 of the DMC Act), and creating of database of all properties in the existing Property Tax Application and Server with the aim to streamline tax collection. The survey will use the DSSD/GSDL property data as base and will validate and update the same. The survey will be such that the data and images will be captured on the spot using GPS enabled handheld devices and UPIC, AV and Property tax will be known and served to the owners / occupants then and there. The schedule shall be as follows:

Start Date & Time of issue of Bid Document	20.01.2014 at 10:00 AM
Last Date & Time of issue of Bid Document	12.02.2014 up to 05:00 PM
Date of Pre-bid Meeting	14.02.2014 at 02:30 PM
Last date of submission of Bid Document	25.02.2014 up to 01:00 PM
Date of Opening of Technical Bid	25.02.2014 up to 03:00 PM
Date Of Opening of Financial Bid	Will be intimated to the technically qualified bidders in due course.

The Terms & Conditions (T&Cs) of the tender and the Project are contained in the RFP document hence forth. Interested parties may submit their tender documents along with requisite earnest money and other documents as mentioned in the prescribed tender Documents, which can be either obtained from the office of the Assessor & Collector, East Delhi Municipal Corporation, 1st Floor, 419, Udyog Sadan, Patparganj Industrial Area, Delhi-110092 on a payment of non-refundable Tender Document fee of Rs. 5000/- only/cash or DD/FC payable at Delhi and drawn in favour of Commissioner, East Delhi Municipal Corporation) or downloaded from MCD webdelhi.gov.in and www.mcdpropertytax.nj and in such a case the tender must be accompanied by a separate demand draft/bay order of the amount of Rs. 5,000/-only payable at Delhi and drawn in favour of Commissioner, East Delhi Municipal Corporation along with the technical bid.

The Time, Date and Venue may be changed by East Delhi Municipal Corporation which would be duly notified on MCO website(www.mcdonline.org.in) and www.mcdmoneerfax.in) Tender has to be submitted only in the Office of the Assessor and Collector, East Delhi Municipal Corporation, 1st Floor, 419, Udyog Sardan, Patparganj Industrial Area, Delhi-110092.

Sd/-



ON COMPANY LETTERHEAD

Date:

To:

The Commissioner,
East Delhi Municipal Corporation
1st Floor, 419, Udyog Sadan, Patparganj Industrial Area, Delhi-110092

SUB: TECHNICAL BID - TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION

Sir:

1. We, the undersigned, having carefully examined the tender offer to participate in the same, in full conformity with the said tender and all the terms and conditions thereof.
2. We agree to keep the tender valid for a period of 180 days from the date from the date of opening of technical bids, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We agree to bear all costs associated with the preparation and submission of its Proposal and contract negotiation.
4. We are submitting this proposal singly / as a consortium/ JV consisting of and we have attached relevant documentations with the proposal.
5. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal at any time without assigning any reason thereof.
6. We declare that the information provided by us is true and accept that any misleading information may lead to our disqualification.
7. We have enclosed towards EMD a Bankers Cheque / Demand Draft No. dated drawn on for Rs.15,00,000/- (Rs. Fifteen Lacs Only) that has been enclosed with this letter.
8. That the tender documents were purchased vide receipt number, dated (copy of receipt enclosed). OR That tender documents were downloaded and therefore a DD of Rs. 5000/- is enclosed as no downloaded tenders shall be accepted if the cost there of is not paid.

Signature of Authorised Signatory with Seal:



Date:

TECHNICAL BID

PART-1

TO BE SUBMITTED IN ORIGINAL BID DOCUMENT REQUIRED FOR TECHNICAL BID AS PER THE TENDER & SHOULD BE KEPT IN SEPARATE SEALED COVER SUPERSCRIBING PART 1 - TECHNICAL BID - "TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC) U/S 125 OF THE DMC ACT WITH THE AIM TO STREAMLINE TAX COLLECTION".



INSTRUCTIONS FOR SUBMITTING TENDER

Background : East Delhi Municipal Corporation (hence forth mentioned as EDMC or Municipal Corporation) invites sealed tenders under two bid system from eligible persons (hence forth mentioned as bidder / tenderer / Agency as the case may be) for a comprehensive door to door survey of lands and buildings in the municipal jurisdiction of EDMC capturing all the details and parameters of the properties which are relevant for levy and collection of property tax and other municipal dues, assigning and allotment of UPICs (u/s 125 of the DMC Act), issuing of UPIC cards, computation of Annual Value (AV) of the properties and property tax there on, issuing of Property Tax Passbooks, assigning of premises number and fixing of metallic plate containing the premises number (u/s 327 of the DMC Act) where ever the premises are not numbered, and thus creating of database of all properties in the municipal jurisdiction of EDMC in the existing Property Tax Application and Server with the aim to stream line tax collection. The survey will use the DSSD/GSOL property data as base and validate and update the same during the process of comprehensive door to door survey of lands and buildings. The survey will be such that the data and images will be captured on the spot using GPS enabled handheld devices and UPIC, AV and Property tax will be known and served to the owners / occupiers then and there. Hence forth and along with other related requirements called the Project.

As per East Delhi Municipal Corporation, technology driven solutions to the Project are affordably available in India one of them may be Tab based solution for survey of properties and allotment of UPIC using Tablet enabled with 3G and GPS based, Bandwidth 5MB-10MB dedicated required for communication between server and tab, Pocket / portable Bluetooth Printer enabling surveyor to print on the spot, the data captured and a Server for real-time integration. Such tab base application software must have features like High availability, Duplication, Integration with printer and integration with Online Property Tax Application.

The Project may be different from similar projects in other cities in the context that the 3D GIS map, data and application already exist with M's. GSD Ltd of Govt of National Capital Territory of Delhi (GNCTD) as part of its DSSD/GSOL project. The DSSD/GSOL data available has been found not complete enough to use them directly for expansion of property tax revenue with coverage of more than 98% and collection efficiency of more than 95%. More over East Delhi Municipal Corporation intends to do away with manual filing of Property Tax returns and collection of Property Tax through keep using its existing Online Property Tax Application (www.mcdgovernmentsax.in). The DSSD/GSOL property data projects about 12 lakh dwelling units in the municipal jurisdiction of EDMC. But the dwelling units used in the DSSD/GSOL and for that matter in Censuses are not necessarily the assessable units for property tax as per the DMC Act, 1957 and the DMC (Property Taxes) Bye Law 2004. And

hence, this Project As per Assessment & Collection Dept's estimates there may be about 2-15 lakh assessable units of properties (buildings and vacant lands or parts thereof) in EDMC. There may be about 2-3 lakh assessable units of properties which may need premises number/sub-number.

A. BIDDING CRITERIA AND ESSENTIAL PRE-REQUISITES

1. ELIGIBILITY CRITERIA: For the purpose of this Tender, bidders can be a proprietorship firm, partnership firm, limited partnership firm, private limited company or public limited company or any business entity registered in India and in order to support this, the bidder has to be registered under the same name with any tax authority or import export code or bank account in name of the bidder or any other legal registration document. Single entity as well as consortiums is eligible for bidding. Consortiums are also allowed to bid and any one of the consortium members can be the lead partner. A Government PSU can also participate in the bid subject to that condition that it is fully legally and financially autonomous and operate under commercial law. No post tender stage consortium will be allowed.
2. CONSORTIUM: A consortium may comprise of individuals, proprietorship firm, partnership firm, private limited company, public limited company or a registered business entity and there can be a maximum of three members in a consortium. The consortium can form a JV to execute the Project. The consortium members can form a SPV or a new business entity to implement the project in the pre tender stage. A consortium undertaking / agreement duly signed by the participating individuals / firms / companies has to be attached with the tender documents. Lead member of the consortium must be specifically mentioned. The JV / SPV can nominate representative(s) to carry out discussions / negotiations with EDMC for this purpose. Only one offer shall be accepted from one organization. No organization or individual can be a part of more than one consortium. The Consortium, if approved for award of contract, must remain unchanged during the currency of the Contract.
3. MANDATORY CRITERIA: Offers of only those bidders (the consortium members may meet the mandatory criteria jointly) shall be shortlisted which furnish a Solvency Certificate from the bank with which it maintains its account, have Turnover of more than Rs. 6 crore in each of last three financial years (FYs 2010-11 to 2012-13) with profit in all these years and must have work experience as under:
 - 3.1. Have implemented at least one project involving door to door survey of properties, or assessment and collection of tax / license fees or a GIS project, for any government department / authority or any Municipal Body in India duly supported by letter from that government department / authority or/and municipal body. Such project must have not less than 5 lakh units.

- 3.2. Showcase in a Process flow document on how the Project shall be implemented effectively and the modalities of the same.
- 3.3. The Bidder should have an appropriate technology to measure the plot area, and floor wise covered area (including basements and mummies) of properties. This must be specifically mentioned and explained in the Technical Bid.
- 3.4. The Bidder should demonstrate five the proposed solution with functionalities as outlined in response to the requirements in the Technical Bid Documents on the date of evaluation of the technical bids. Separate time shall be given to bidders for the same and they have to come fully prepared at the appointed day and time.
- 3.5. Non fulfillment of the above said criteria shall result in rejection of technical bids. Any rejected technical bid shall not be eligible for participation in evaluation of financial bids.
- 3.6. Submission of any documents about projects not related to work experience in similar projects as outlined above will not be material for short listing and technical evaluation and may also render the bid liable to be rejected.

4. **EARNEST MONEY DEPOSIT** The tender should be accompanied with Earnest Money of Rs.15,00,000/- (Rs. Fifteen Lacs Only) as a Demand Draft / Pay Order payable at Delhi in favour of Commissioner, East Delhi Municipal Corporation. Any tender document without the Earnest Money Deposit (EMD) shall be summarily rejected.

4.1. The earnest money of unsuccessful bidder shall be refunded on request by the bidder within 3 months of issue of Letter of Intent (LOI) to the successful bidder. The unsuccessful bidders have to send a written request to that effect. The earnest money shall not carry any interest on any account whatsoever and in any circumstance.

4.2. The successful Bidder will be intimated about the acceptance of his/its Bid. Hence, no enquiry in this regard be made at any stage by the Bidders and no enquiry in this regard shall be entertained by the Municipal Corporation.

4.3. The Earnest Money will be forfeited on account of one or more of the following reasons:

4.3.1. Bidder withdraws the proposal during the validity period specified in tender (no bidder is allowed to withdraw the proposal once submitted).

4.3.2. Bidder does not respond to requests for clarification of its proposal.

4.3.3. Bidder fails to provide required information during the evaluation process.

4.2.4. Bidder resorts to unethical practices or any practice that may mar the chances of rival bidders in the form of sudden complaints / RTI's/ Newspaper reporting about competing bidders post the phase when the tender has been published.

B. BID SUBMISSION INSTRUCTIONS

5. **VALID TENDER DOCUMENT:** Only those tender documents which have been either physically purchased from the A&C Dept., East Delhi Municipal Corporation after making the necessary payments of Rs 5000/- per document (and in such a case accompanied by photocopy of the G8 Receipt along with the technical bid) or downloaded from MCD website, www.monitoring.gov.in and www.mcdproperties.in (and in such a case accompanied by a separate draft / pay order of the amount of tender document i.e. Rs 5,000/- only payable at Delhi in favour of Commissioner, East Delhi Municipal Corporation along with the technical bid) shall be considered in the evaluation process.

6. **ENVELOPES:** Tender shall be deposited in a sealed cover super scribed by "TENDER TO ENGAGE SERVICES OF AN AGENCY FOR CREATING DATA BASE OF ALL PROPERTIES AND ALLOCATING UNIQUE PROPERTY IDENTIFICATION CODE (UPIC)", containing two sealed envelopes, one for 'Technical Bid' and another for 'Financial Bid', duly super scribed – Tender Name, Technical Bid / Financial Bid & Opening Date and Name / Address of the bidder to ensure that the documents are returned at correct addresses for unsuccessful bids.

6.1. **Part I - Technical Bid Envelop:** it must consist of the following components duly indexed:

- **Section A - Cover letter with Demand Draft/ Pay Order of EMD amount and a letter of authorization for the person signing the proposal.**
- **Section B - Work experience of the bidder as mandatory criteria, Financial strength (TO & profit in last 3 FYs), Technical Strength (qualifications and experiences of key personnel who will be directly involved in execution of the Project), It is desirable to have a GIS expert, an accredited surveyor, a town planner (may be on contract basis), a soft ware programmer & such other members in the Project Team of the selected Bidder) with adequate experience.**
- **Section C - Registration and Related Documents of all JV members / consortium members, if applicable.**
- **Section D- Technical Response to the Scope of Work (showing understanding of the SoW of this RFP, proposed to what & do how), Standard Operating Procedures to execute the Project in the field, broad Project Management Plan, duration of Project, Milestones, Deliverables, Service Levels for SLA & etc.**
- **Section E - Any other information that the Bidder may deem fit and relevant to the Project.**
- This RFP Document duly signed as proof of having committed to adhere to all T&Cs of RFP and the Project) shall also be enclosed as part of Technical Bid.

6.2 The technical proposal has to be bound together and relevant sections flagged for easy cross referencing. Beside the hard copy of the Technical Bid, the bidder must also submit a soft copy of the same technical bid in a CD super scribed 'Technical Bid' and signed and kept in the envelope containing the hard copy of the technical proposal. The envelop must be super scribed 'Technical Bid' and have Tender Name, Technical Bid & Opening Date and Name / Address of the bidder mentioned to ensure that the documents are returned at correct addresses for unsuccessful bids. Any financial information in technical bid shall result in rejection of bids.

6.3 **Part II - Financial Bid Envelop**: It must cover a letter duly typed on the letter head of the bidder and give rate quote (taxes extra as applicable) as desired in the financial bid document. The prescribed table for finance bid must be strictly adhered and any extra component to be quoted to charge must be separately indicated. All applicable taxes must be mentioned by the bidder since it shall be the responsibility of the bidder to comply with all statutory taxation requirements. The Financial Bid must contain the financial quotations against each and every line item of the Project as well as the expected payment schedule. The line items in the table for Financial Bid in the RFP are mere indicative. The financial values and payment schedules contained in the agreement with the selected bidder will only be final. The department shall not be liable to pay any extra taxes as per statutory tax whether quoted or not. shall continue to be the liability of the bidder/selected Agency. The Financial Bid should contain the total amount both in figure and words duly typed and not in hand writing with transparent tape affixed on the amount. There must not be any interlineations, erasures, over-writing, alterations, additions, etc in the financial bid. The Financial Bid must be placed in a separate envelope and sealed and super scribed "Financial Bid" and Tender Name, Financial Bid and Name / Address of the bidder mentioned to ensure that the documents are returned at correct addresses for unsuccessful bids.

6.4 The Technical Bid & the Financial Bid must be put separately in different envelopes and sealed separately. Both the bids may further be sealed together in another envelop with Tender Name, and Name / Address of the bidder mentioned there on.

6.5 Any financial information in technical bid shall result in rejection of bids.

7. CONFLICT OF INTEREST AND RELATED DISCLOSURES

7.1 The bidders should provide professional, objective and impartial service and hold the Municipal Corporation's interest paramount.

7.2 The family members of any employee of EDMC or any other Municipal Corporation in Delhi should not be associated with the bidders.

7.3 The bidders should not have been convicted under anti corruption policy of Government of India / Government of NCT of Delhi / EDMC and blacklisted by them. If ever blacklisted, the information with brief facts of such instances must be disclosed up front in the

Technical Bid.

8. SUBMISSION PROCEDURE: The duly filled tender should either be submitted by hand or sent by registered post (which shall be valid only if received before the due date and time as mentioned in the bid documents).
- 8.1. Tender form should be clearly filled in ink in capital letters / duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- 8.2. Any interlineations, erasures, over-writing, alterations, additions, etc. shall not be allowed in the tender document as well as in subsequent documents in any manner. However they exist in the documents, will disqualify the Tender unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the bidder before submission of the bids.
- 8.3. That the document (all pages) must to be signed by an authorized signatory of the bidder and a letter of authorization should be attached with the proposal.
- 8.4. The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- 8.5. No bidder is allowed to modify, substitute, or withdraw the Proposal after its submission.
- 8.6. Bidders shall submit their Proposals at the office address on or before the last date and time for receipt of proposals mentioned in the tender documents.
9. REJECTION OF BIDS: That the East Delhi Municipal Corporation reserves the right to reject any / all bids without assigning any reason thereof and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The Municipal Corporation may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder if the Bidder has
- 9.1. Made misleading or false representations in the tender reply or documents in support of mandatory criteria.
- 9.2. Submitted a proposal that is not accompanied by required documentation or is non-responsive. In the absence of any document as required, the concerned party shall be considered as not eligible and in that eventuality its tender shall not be considered.
- 9.3. Failed to provide clarifications related thereto, when sought.
- 9.4. Any delay in receipt of tender documents through post / courier shall render the tender invalid. Telegraphic / fax / e-mail tender etc shall be summarily rejected.

- 9.5 Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any bidder or any other persons not officially concerned with such process until the selection process is over. Any effort by the bidders to influence EDMC for examination / evaluation of proposal during the post technical bid opening date may result in rejection of bid of such bidders.
- 9.6 The Technical Bid proposal shall not include any financial information. A Technical Bid proposal containing financial information shall be summarily rejected.
- 9.7 Any superfluous documents / document not related to the mandatory criteria may result in rejection of such bids. All participating bidders are clearly instructed to attach only those documents which are relevant to the scope of work / mandatory criteria as specified in the tender document and not any other work.
- 9.8 Any bidder found indulging in malicious campaign or disinformation campaign against any official of the Municipal Corporation or any other bidders either directly or through third parties, at any time during the post tender publishing date, shall be liable for rejection of bids and other legal actions as per law. Such bidders may also be blacklisted by the Municipal Corporation.
- 9.9 Any frivolous news reporting / complaints against any official of the Municipal Corporation or any other bidders during tender evaluation process as well as project execution phase shall result in rejection of bids, if such news is prima facie found to be sponsored by one of the competing bidders or outside associate thereof with the intention of damaging prospects of competitors. That such bidder with vested motives shall also be blacklisted by the Municipal Corporation.
- 9.10 During the tender process, sudden appearance of complaints / media reports against any Municipal Official / Participating Bidders shall result in rejection of bid of any entity or any person or outside associate of a bidder is prima facie found to be involved in such activities to hamper prospects of other competing bidders.



C. SCOPE OF WORK AND EVALUATION PROCESS

10. **OVERVIEW OF THE WORK:** Property tax is a major source of revenue to Urban Local Bodies (ULBs). With institutional and regulatory reforms emanating from the 74th Constitutional Amendment Act (CAA 1992), additional administrative and fiscal functions have devolved to local authorities. In response to growing revenue needs for financing infrastructure, municipal services, and other amenities, the East Delhi Municipal Corporation has initiated reforms to further improve the performance of its fiscal management and in particular, the Property Tax collection and accounting. With the aim to provide more "Efficient, Convenient & Transparent" services to Property tax payers using Information & Communication Technologies (ICT) platform, the East Delhi Municipal Corporation intends to invite a solution from a competent and professional agency which can help create a comprehensive database of all properties within its Municipal Jurisdiction offer physical survey of each property to ensure proper collection of taxes and target tax defaulters amalgamated in a centralized demand register and maximize the number of properties which can be brought under the Property Tax net. This authentic baseline data shall be relied upon by the Municipal Corporation for taxation purposes immediately and in days to come. This is necessitated on account of infirmation of erstwhile MCD into three entities and hence East Delhi Municipal Corporation needs to have its own Assessment Book and Demand & Collection Register (D&CR) organized scientifically. The overall scope of work and procedure to carry out the same for this Tender can be discerned as set out in the beginning of this document and from the Preamble / Resolution passed by the Municipal Corporation to enable the Project. (A copy of the Preamble / Resolution is attached with tender documents for reference of bidders). However, the scope of work is outlined as under:

- 10(a) Door to door survey of lands and buildings in the municipal jurisdiction of EDMC.
- 10(b) Assigning and allotment of UPICs Cards (As 135 of the DMC Act)
- 10(c) Computation of Annual Value (AV) of the properties and property tax there on.
- 10(d) Issuing of UPICs Cards and Property tax Passbooks.
- 10(e) Fixing of metallic plate containing the premises number (As 227 of the DMC Act)
- 10(f) Creating of Database of all properties

10.1. **Methodology of work** - This shall include physical survey of each property / vacant land and recording relevant and material parameters for assessment of property tax payable by a particular unit (a copy of property tax guide is attached with tender documents for reference of bidders). The assessment shall be done by the officials of the Municipal Corporation on the basis of these inputs. The role of the agency is to collect the data real time on the spot in tablets or any other suitable device in the preforms and manner to be decided by the Municipal Corporation. The devices should be GPS enabled and programmed to meet their requirements of EDMC in full. The scope includes determination of the Annual Values

(AVs) of the properties or parts thereof, amount of taxes as per the Tax Schedule of the year of survey, assigning of UPICs, assigning of premises numbers and fixing of metallic plates containing such numbers (only in cases where the premises or parts thereof are not (uniquely) numbered and serving the prints out of all such information captured during the survey to the occupants of those properties. It is desirable that the plot area, plinth area on the ground floor, covered space floor wise including the basements, ground floor and subsequent floors along with respective, use, occupancy, age and structure type are captured as accurately as possible. The methodology in this section is outlined as under:

10.1.1. The survey shall include all properties (residential/commercial/industrial/institutional/government and government departments (both Central & state) / vacant plots or buildings etc) Even the properties which are dedicated to public use or exempted from property tax (Section 115 & 119 of the DMC Act) will be enumerated and details captured.

10.1.2. The DSSD/GSDL data to be provided by M/s. GSD Ltd. will be the base for the survey.

10.1.3. This process may involve several rounds of interactions / follow-ups with the properties owners / occupiers etc and ensuring proper coordination in colonies on the date of survey. The data collection may involve working at odd hours/ holidays since working couples may not be available at normal office work timings. The costs for survey have to be computed keeping these factors in mind while preparing the response in the financial bid documents.

10.1.4. The Municipal Corporation shall ensure that the staff of Property Tax Department and if necessary support of Police is there for coordination to ensure that enforcement is done within that time frame.

10.1.5. A colony wise survey schedule shall be worked out with the Municipal Corporation which shall be published in advance in newspapers / other modes of publicity to ensure proper responses from property owners / occupiers on the given date and time.

10.1.6. That for each property having multiple floor/units, floor/units wise assessment has to be made with remarks for tenants / commercial usage etc., if any.

10.1.7. The costs for stationary / photography / transport etc in this survey has to be borne by the selected Agency. However, it shall be responsibility of the property owners / occupiers that they shall provide photocopy of all the supporting documents to the survey team at their own cost. While surveying properties, the following documents may be used for address proof – any government owned utility bill, MTNL Telephone Bill, LIC Policy Document, any Government Document to be provided by the owner / occupant. The documentation has to be most simplified to avoid any inconvenience to persons. The address will however be captured in the manner that must get integrated with the e-Gov project of the Municipal Corporation and create a proper RDBMS in the existing Online Property Tax System. If the need be, the address field in the existing Online Property Tax System shall have to be converted to suit the final requirement of the Project by the selected Agency without any additional charge to the Municipal Corporation.

10.1.8

The source of information may be owners / occupants or in case of non occupied properties / plots, neighbors or colony guards etc or any other source as deemed fit by the selected Agency subject to approval by the Nodal Officer.

10.1.9

The survey work shall include filing a property tax survey form (a sample PTR (Property Tax Return) form used by the Municipal Corporation is enclosed for reference and bidders are free to improvise on the same). The selected Agency shall discuss the said topic with the Municipal Corporation and finalise the same. The data captured must be seamlessly integrated with the existing Online Property Tax System so the data captured on the spot is transmitted to the Property Tax Server, that UPIC allotted, AV determined and Tax computed by the Online Property Tax System are received by the tablet or any other suitable device used by the Agency. All these must be achieved without any separate and manual data entry in the Online Property Tax System. The successful execution of the Project may necessitate devising and programming a new UPIC algorithm in the Online Property Tax System and in such case and in any case the old UPIC, new UPIC and the DSSDWGDL building IDs and unit IDs must be linked and processing possible of any of the IDs which would be carried out by the selected Agency. The mutually approved property tax survey forms would be got printed by the selected Agency at its own cost and used during the survey.

10.1.10

It shall be the liability of the property owner / occupier / tax payer to furnish the correct information during the survey process for allotment of UPIC. That the contents of the survey are based on the self assessment / self declaration and information provided by the owner / occupier / tax payer / legal representative of the owner and the bidder shall not be liable for any wrong information on non-spatial data since the basis of survey shall be self assessment / self declaration. However it is mandatory that spatial data i.e. the plot area, plinth area on the ground floor, covered space floor, use, occupancy, age and structure wise are captured as accurately as possible. The Agency may have to deploy an appropriate technology to measure the plot area, and floor wise covered area (including basements and muntmies) of properties. Errors of address making a property not easily identifiable by the officials of the Property Tax (Assessment & Collection) Dept. of the Municipal Corporation shall NOT be tolerated and while no payment will be made to the Agency for such data, the Agency may be liable for damages as per the Agreement.

10.1.10.1

In case the owner / occupant is present then the information filled in the survey form shall be on the basis of self declaration provided by the owner / occupant at the time of the survey and the survey form shall be signed by him/her along with contact landline / mobile number, if any. One copy of filled in form will also be provided to the owner / occupant.

10.1.10.2

In case the owner / occupier / tax payer is not present at the time of survey, survey of such properties from outside and take note of data given by sources as approved by the Municipal Corporation and mention the reference of the information provider for such unattended properties in the survey form. In such case a defaulter list shall be prepared which shall be published online by the Municipal Corporation and such persons shall have to come

in person to the Central Data Processing Station to comply with all requirements related to the Project within 7 days or else the assessment done by Municipal Corporation shall be final and binding. That the Municipal Corporation / Agency appointed on its behalf shall in no way be responsible for any errors in data as the basis is self declaration / self assessment.

10.1.11 In addition during survey of each property, details of properties which have commercial / professional activities have to be recorded in the survey form along with the covered area under such occupation.

10.1.12 Any form without property photograph shall be summarily rejected and will not be considered for payment to the Agency. Photographs of properties must be such that the properties are identifiable (with UPIC or Premises numbers). Photograph of one occupant with name and other identifying information may also be captured. Photographs of properties should be linked with all their relevant and material parameters and AVs and various property IDs mentioned before.

10.1.13 The Agency are expected to deploy an appropriate technology to measure the plot area, and floor wise covered area (including basements and mummies) of properties. The measurement may be done from the outer area of the property and parts such as balcony / staircase etc may be approximate to meet the purpose of property tax. An error of $\pm 5\%$ (max) in the total covered area of a property may accepted as cent percent accuracy may not be possible and may not be economical. The tolerance of limit of error must be clearly brought out by the bidders in the Technical Bids as it will form part of service level agreement (SLA) and liquidated damages (LD). Fine tuning of the area shall be carried out by the Municipal Corporation at a later stage as the primary output of survey shall be to increase tax payer base with special focus on various types of properties hitherto not in the tax net.

10.1.14 The survey data generated, over and above real time transfer to the Property Tax Server, shall be handed to the Municipal Corporation on continuous basis (interval, details, format and media to be decided with the selected Agency) to the Nodal Officer / authorized officer thereof.

10.1.15 Each data collected has to be scanned and database created in excel sheet or other format as mandated by Municipal Corporation in the Agreement document. This must be compatible to and capable of easy seamless integration with the Database of the existing Property Tax Online System - www.mncorporateax.in which would be carried out by the selected Agency. Services of its e-Gov vendor would be made available by the Municipal Corporation.

10.1.16 Each data set will have to be matched with 3D GIS DSSDI data wherever possible and also with utility connection on the property in question. A sample joint verification exercise may be carried out by the Municipal Corporation and the selected Agency for this purpose.

10.1.17 The Agency shall have to train 2 Master Trainers for a period of 30 days who shall be employees of the Municipal Corporation to ensure proper management of the records

generated during the survey process.

10.1.16. The Agency shall suggest and carry out any other activity / deliverable(s) as may be deemed essential to accomplish the overall object of the Project. This may be highlighted by the Bidders in the Technical Bid and quoted in the Financial Bid.

10.2. PROPERTY TAX PASSBOOK & UPIC CARD

10.2.1. A property passbook (for purposes of keeping records of property tax paid against a particular property along with its UPIC number) needs to be issued to each property owner. It is upto the bidders / selected Agency to suggest the data fields and other functionalities which can be incorporated in the passbook in the interest of the Municipal Corporation. The passbook should help in maintaining at least 10 years of taxation records. The passbook must be property laminated and have a plastic cover to ensure its long life. Each passbook will bear alphanumeric serial number.

10.2.2. Property Passbook is only for municipal taxation purposes and will in no way be a proof of ownership of the property and in no way legalize any unauthorized construction etc in the property / plot under consideration.

10.2.3. UPICs have to be allotted to all the properties and UPIC allotment letters (or/and cards) issued to owners or occupiers of those respective properties. Type of UPIC card should be mentioned in the Technical Bids and cost thereof should be quoted in the Financial Bids.

10.2.4. Few samples of proposed UPIC card and Property Tax Passbook, Plate must be enclosed along with the Technical Bids.

10.2.5. The work related to issue of passbook and customization of UPIC Card shall be done centrally at the Central Data Processing Station for which office space shall be provided by the Municipal Corporation to the selected Agency and the same shall be issued and delivered by courier / speed post to the applicant/property owner/property occupier.

10.2.6. Also it will be responsibility of the selected Agency that there has to be facility in the Central Data Processing Station and in the Online Property Tax System that all entries are online which can be viewed by the property owner / occupant / taxpayer any time.

10.3. ALL RESPONSIBILITY FOR NUMBERING AS MAY BE REQUIRED U/S 327 OF THE DMC ACT IF ANY SUCH PREMISES IS NOT PROPERLY NUMBERED

Numbering of the premises or buildings and parts thereof as stipulated u/s 327 of the DMC Act is to be carried out only in such localities and such premises which are not (uniquely) numbered so that address of a property becomes unique and the property is easily identifiable. This may be required in some unauthorized colonies and villages within the municipal limits. It is not possible for the Municipal Corporation to list or quantify such localities or premises. Metal plates containing the assigned premises numbers have to be affixed as per section 327 of the Act. Alternatively painting of the premises numbers on the premises may be adopted by the Municipal Corporation. Such allotments may have to be

added to existing databases of Online Property Tax System and DSSDVGSDI.

Few samples of premises number plates (stainless steel) with numbers embossed must be enclosed along with the Technical Bids. The Financial Bids must contain quotes for both premises number plates and writing of premises number on the conspicuous part of the premises or part thereof.

10.4 OTHERS

10.4.1 Manpower details and their qualification are to be provided by the bidder.

10.4.2 In the technical bid documents, the participating bidder should also suggest a publicity plan to ensure 100% coverage of properties during the survey process. The costs for publicity which will be decided by the Municipal Corporation shall be borne by the Municipal Corporation.

10.4.3 Optional services which the bidder may want to provide in the survey may be suggested but their adoption / implementation would be subject to approval by the Municipal Corporation.

10.4.4 It must be noted that while all the information and data regarding this project to the best of its knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and EDMC holds no responsibility for the accuracy of this information and it is the responsibility for the accuracy of this information and those required for successful execution of the project. Each bidder must conduct survey of the existing processes and make independent evaluation of the scope of work. No bidder can hold the Municipal Corporation responsible for non understanding / misunderstanding of the scope of work. Bidders are free to visit any property tax office independently to understand how people come and pay property tax manually at various counters of the Municipal Corporation. The process is fully in public domain and no separate information shall be given to any bidder by the Municipal Corporation on this account. Prospective bidders may walk through the Property Tax Online Application at www.mcdonlinepropertytax.in or may visit any office of the A&C Dept. for such a walkthrough of the Application.

10.4.5 The Bidder shall have project office in Delhi/MCR. The prospective bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of Delhi in general and the areas within the jurisdiction of the East Delhi Municipal Corporation in particular. No dispute regarding the local and surrounding conditions – geographical or political – shall be entertained by the Municipal Corporation. The Municipal Corporation shall only endeavor to make the conditions as congenial and favourable for carrying out the Project as possible within its power under the DMC Act.

10.4.6. Each bidder is free to suggest actions on part of the Municipal Corporation to ensure that UPIC usage can be increased across various functionalities so that maximum properties are brought within the scientific classification system during the survey process.

10.4.6 DELETED

11. **PRE BID MEETING** The Municipal Corporation may convene a pre-bid meeting to address any Tender related queries but only those bidders who have physically purchased the tender document before the Pre Bid Meeting Date are eligible to participate in the meeting. The parties who have downloaded the tender document can send their queries by post or e-mail and seek permission to attend, may be allowed in the meeting. Answering on the spot question shall be the sole discretion of EDMC.

11.1. In addition, it is made clear that the Municipal Corporation shall entertain only those questions which have been submitted in writing or through e-mail on the letter head of participating bidders duly received in the Municipal Corporation at least 3 working days in advance to the pre bid meeting.

11.2. No questions other than that submitted in writing or through e-mail shall be entertained at the time of pre bid meeting.

11.3. Each bidder must mention the receipt number of tender documents and the correspondence for email while submitting queries on their letter head for the pre-bid meeting. Amendments necessitated as a result of the pre-bid meeting or otherwise shall be made available on participating bidders through email only. Amendments if any will become part of the NT and tender T&Cs of the RFP. It shall be the responsibility of the bidders to fine tune their proposals incorporating the amendments so communicated through the e-mail.

11.4. The Municipal Corporation shall not be responsible for communicating any part of the bidders on the amendments to the terms and conditions of the tender document, notified through the e-mail.

11.5. That the Municipal Corporation shall not be responsible for communicating any amendments as a result of the pre bid meeting through phone or post.

11.6. No extension of deadline for submission of bids shall be granted as a result of queries during the pre bid meeting.

12. **TECHNICAL BID EVALUATION:** Technical bid shall comprise of all papers related to format for tender assessment duly filled along with supporting documents and required earnest money. Based on evaluation of the Tender Documents, only those bidders who are technically qualified having relevant work experience, would be considered for selection to implement the project. The Municipal Corporation may, at its discretion, call for additional information from the bidder(s). Such information has to be supplied within the prescribed time frame, otherwise the Municipal Corporation shall make its own reasonable assumptions of the total risk and cost of the bidders and the proposal may be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. The Municipal

Corporation reserves the right to verify any information submitted in the tendering process. As the project is highly specialized in nature, even if only one bidder is qualified in the Technical Bid evaluation process, the same shall be considered and approved. Financial Bids of only technically qualified bidders shall be opened and negotiations may take place with the selected bidder(s).

13. WEIGHTAGE FOR TENDER EVALUATION A bidder shall be selected from amongst the responsive Tenders on the basis of assessment of firstly the most technically sound and then the economically advantageous Tender.

13.1. Technical Bid Evaluation – Technically unqualified bids shall not be considered or opening of the financial bid and financial evaluation process. The percentage of marks distributed for technical bid shall be as under:

13.1.1. 25 Marks for Turnover/Financial Strength

13.1.2. 30 Marks on experience

13.1.3. 30 Marks on manpower

13.1.4. 15 marks for Methodology and process flow.

13.1.5. As this exercise shall have influence for decades on the financial decisions of Municipal Corporation, hence utmost importance shall be given to the technical bid documents.

13.1.6. The minimum qualifying marks for consideration of financial proposal is 70.

13.1.7. Detailed Technical Evaluation Matrix shall be read by the Municipal Corporation and read out on the day of opening of the Technical Bids.

13.2. Financial Bid Evaluation –

13.2.1. Before opening the financial bids, the Technical Scores awarded to the bidders shall be read out and while opening the financial bids the amounts quoted therein shall be also be read out.

13.2.2. The Lowest complete financial quotation from among the technically qualified short listed bidders shall be eligible to be declared as successful bidder.

D. BID TIME LINES

14. TENDER OPENING: Tender shall be opened in the presence of intending bidders / their representatives, who may like to be present at that time. In case Tender opening date is declared HOLIDAY, Tender shall be received and opened on next working day at the same time specified in the NIT (Notice Inviting Tender). On the given date, first the technical bid envelop shall be opened and all proposals with valid EMD shall be accepted for scrutiny. The financial bids shall be opened of only technically qualified bidders for which a separate date and time will be fixed and intimated to the technically qualified bidders if not already announced. The East Delhi Municipal Corporation will be at liberty to change the date(s), time(s) and venue(s) of opening of Technical bids and Financial bids however such changes shall be notified on the MCD website and intimated to the bidders on the email addresses provided by them in the bids.

15. VALIDITY OF OFFERS: Proposals shall remain valid for a period of 180 days from the last date of submission of Bids. The East Delhi Municipal Corporation reserves right to reject a proposal valid for a shorter period as non-responsive. The East Delhi Municipal Corporation may solicit the bidders consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the bidder should be unconditional. A bidder may refuse the request without forfeiting the Earnest Money Deposit (EMD). A bidder granting the request will not be permitted to modify its Proposal.

16. GESTATION PERIOD: The selected bidder shall also get a maximum gestation period of 45 days from the date of issue of work order post signing of the agreement to set up the necessary infrastructure to commence the implementation of the project. No extension of gestation period shall be allowed except for force majeure clause or non fulfillment of Conditions Precedent. The gestation period shall be used to draw the implementation schedule, publicity campaigns, soft launch and fine tuning the implementation process, compatibility with the existing Property Tax Online System, pilot run if planned by the selected Agency.

17. CONDITIONS PRECEDENT: That the date of the commencement of the project shall become effective and binding on the selected Agency from the date of issue of work order, provided however the following conditions are fulfilled by the Municipal Corporation to go ahead with the project.

17.1. All administrative approvals are granted/ due publicity given/ office space allocated/ coordination committee is notified and Nodal Officer is appointed along with the public notice for effective implementation of the project as per the tender documents.

17.2. Non Compliance of Conditions Precedent. It is agreed that, if the above provisions are not met within 30 days from the date of such agreement, then the Municipal Corporation

shall, at the option of the selected Agency, complete all such required approvals by extending the time limit by another suitable duration as both parties may decide collectively.

18. TIME PERIOD: That the successful bidder shall have to complete the Project work within 18 months from the date of award of work order excluding the gestation period as mentioned in the Clause 16 of the Tender Document. The timing of completion is the essence of this Project. That the Commissioner may under special circumstances extend the prescribed time period of the project / scheme.

E. REVENUE MODEL

19. Modalities of Payments:

19.1 **Currency of Payment:** All payments shall be made in Indian Rupees.

19.2 **Terms of Payment:** The payments shall be made in a phased manner considering the proportionate work assigned to the agency. The Payment shall be made in six equal instalments (quarterly) after satisfactory execution of the work and issuance of UPICS cards to the owner/occupier. A Project Monitoring Committee will be constituted for this purpose. The decision of the Project Monitoring Committee towards satisfaction quality and quantity of work shall be final.

19.3 **DELETED**

20. PERFORMANCE GUARANTEE / SECURITY DEPOSIT: That the East Delhi Municipal Corporation shall open a new bank account which shall be used exclusively for Security Deposit Management. That 10% of all payments (minus Service Tax / minus TDS and other statutory taxes as applicable) to the selected Agency shall be deposited in the Security Deposit Account for each transaction.

20.1 That the entire performance security shall be refunded after 6 months of completion of the Project by the Agency or termination of the contract by the Municipal Corporation (subject to deduction of payments which may be applicable on account of non performance in such an event) and on request made by the Agency.

21. LIQUIDATED DAMAGES:

22.1 The Agency shall ensure error free processing of all data. In case of any negligence or error in processing a given data, the Agency shall have to rectify the same within 15 days of the error being brought to the notice of the Agency by the Municipal Corporation. If the bidder fails to rectify the error within 15 days of the error being brought to the notice of the implementing agency, then Municipal Corporation shall impose on the successful bidder a damage @ 5% of amount payable by the Municipal Corporation per week or part thereof of delay for correction of given data. The minimum damage however will not exceed 25% of the of amount payable by the Municipal Corporation for given data. No payment will be made for data with error(s), data not corrected and data not accepted by the Municipal Corporation.

That at any point of time any consequential damages / liabilities shall not be applicable to the implementing agency.

22.2 Other damages during the currency of the Contract and after determination thereof will be as per the Service Level Agreement (SLA) between the parties i.e. EDMC and the Agency.

22.3 If the Agency fails to complete the entire work before the scheduled completion date or the extended date or if the Agency repudiate the Contract before completion of the Work, the Municipal Corporation may without prejudice to any other right or remedy available to the Municipal Corporation as under the Contract recover from the Agency, as liquidated damages and not by way of penalty a sum as specified in Service Level Agreement (SLA). The East Delhi Municipal Corporation may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Agency in its hands (which includes the Agency's right to claim such amount against Agency's Bank Guarantee) or which may become due to the Agency. Any such recovery or liquidated damages shall not in any way relieve the Agency from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract. Delay not attributable to the Agency will be considered for exclusion for the purpose of computing liquidated damages.

22. INTELLECTUAL PROPERTY RIGHTS

22.1 Any / all Intellectual Property Rights (IPR) owned by the Agency or its sub-contractor(s) prior to the execution date and/ or applied for prior to the execution date (herein after referred to as 'pre-existing IPR') shall strictly vest with the Agency or its sub-contractor(s) as the case maybe and the Municipal Corporation shall have no right whatsoever on such IPRs. Similarly any / all Intellectual Property owned by the Municipal Corporation prior to the execution date and/ or any IPR applied for prior to the execution date (herein after referred to as 'pre-existing IP') shall strictly vest with the Municipal Corporation and the Agency or its sub-contractors shall have no right whatsoever on such Intellectual Property.

22.2 But after the execution date the Municipal Corporation shall exclusively own/ have rights/ title and have right in perpetuity to use all Intellectual Property and data that

(i) are newly created and developed by the Agency or its sub-contractors during execution of this Contract and/ or for the exclusive use of the Municipal Corporation or primarily in connection with the Municipal Corporation's Assets.

(ii) was developed exclusively or primarily for the conduct of the Municipal Corporation's Project or in connection with the Municipal Corporation's Assets.

(iii) arose from funding by the Municipal Corporation, or exclusively or primarily for the benefit of the conduct of, the Municipal Corporation's Project or in connection with the Municipal Corporation's Assets.

