

Request for Proposal (RFP)

(Revised)

For

Selection of Development and Implementation Agency

For

Design and Development of Web Based Application Solution

For

Real Estate Regulatory Authority (RERA)

(Under Real Estate (Regulation & Development) Act, 2016)

Issued by:-

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Abbreviations:-

CMS	Content Management System
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FRS	Functional Requirements Specifications
GUI	Graphical User Interface
HLD	High Level Design
IPR	Intellectual Property Right
IT	Information Technology
MIS	Management Information System
MSA	Master Service Agreement
PBG	Performance Bank Guarantee
PMC	Project Management Consultant
QGP	Quarterly Guaranteed Payments
RERA	Real Estate Regulatory Authority
RFP	Request For Proposal
SLA	Service Level Agreement
SOA	Service Oriented Architecture
TCV	Total Contract Value
UAT	User Acceptance Testing
TCP	Town and Country Planning Department

1 Background

1.1 About the Department

The Town and Country Planning Department was created as a small cell of the H.P. Public Works Department in the year 1964 and the same continued up to 1979. During the year 1979, an independent Directorate was created but charge of the Director continued to be held by the Engineer-in-Chief (B&R) or the Chief Engineer of H.P. Public Works Department, till 1993, when an independent Director was appointed as Head of the Department.

Town and Country Planning is a social transformation development process to ensure creation of functionally workable, economically viable, socially acceptable, environmentally sustainable and aesthetically pleasing living environment for humanity in both rural and urban habitats, through optimum, just and balanced use of scarce land resources in view of demographic, socio-economic, techno-legal dynamics which is foremost necessity of the day.

Town and Country Planning ensure planned, systematic, sustainable development of urban and rural habitations and is a prerequisite for all modern development schemes. Development Plans, Sectoral Plans and Town Planning Schemes go a long way in catering to civic and other urban services infrastructure, transportation and other requirements that ensure dynamism and a healthy living environment for humanity.

Himachal Pradesh, being a hill State, is endowed with rich eco-system and cultural heritage. Although, there is a low level of urbanization in the State, yet during recent years urbanization has been exerting high pressure on scarce urban land resources. There are 59 small and medium towns in the State, with only Shimla as Class-I city. As per 2011 Census, urban population of the State was 6, 88,704 persons, which is about 10.04% of the total population of the State.

Due to various developmental priorities of the Government activities and opening of new areas, a large number of new growth centers are coming up very fast. The Pressure on land in the state has increased manifold leading to haphazard and unplanned construction activities in the towns, Growth Centers and their surrounding areas. Town and Country Planning Department (hereinafter referred as “TCP”) manages and regulates this increasing trend in urbanization and to check the un-authorized construction activities.

1.2 Functions of Department

At present following subjects are being dealt by TCP:

- To encourage planned and systematic urban and rural growth in a comprehensive manner.
- To stop haphazard constructions.
- To make optimum use of precious urban land.
- To create conducive conditions for encouraging planned constructions.
- To plan for creating essential urban infrastructure.
- To sub serve the basic needs of poor and especially urban slum population.
- To upgrade environment for conducive habitat.
- To preserve the hilly architecture and rich heritage of the State
- To control and regulate the development of real estate projects
- To comply to the provisions of Real Estate (Regulation & Development) Act, 2016
- To develop web interface for the implementation of Real Estate (Regulation & Development) Act, 2016

2 Purpose

The purpose of this RFP is to solicit the prospective vendor for “**Design and development of Web Based Application Solution For Real Estate Regulatory Authority (RERA) under Real Estate (Regulation & Development) Act, 2016**”.

3 Invitation for Proposal

Town and Country Planning Department, GoHP hereby invites Proposals for design and development of Web Based Application for Meeting the web based requirements related to various provisions of Real Estate (Regulation & Development) Act, 2016 for Registration of Developers/Builders/Estate Agents as per the scope of work defined in this document. Bidder/Agencies are advised to study this RFP document along with Real Estate (Regulation & Development) Act, 2016 carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete RFP document can be downloaded from <http://www.tcphp.in>. Bidder (authorized signatory) shall submit their offer in hard copy formats. TCP will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid proposal well advance in time so as to avoid any unforeseen problems.

4 RFP events schedule

The summary of various activities with regard to the Request for Proposal for selection of Application Development Agency are listed in the table below:

Tender Reference	TCP/RERA-HP/2017/001
Price of RFP Document	Rs. 1,000/- in the shape of Bank Draft in favor of Director, Town and Country Planning Department, Himachal Pradesh, Payable at Shimla.
Earnest Money Deposit	Rs. 2,00,000/- in shape of Bank Draft in favor of Director, Town and Country Planning Department, Himachal Pradesh, Payable at Shimla.
Address for submission of Bids	Director, Town and Country Planning Department, Block No. 32 A, SDA Complex, Kasumpti, Shimla-9
Start date for download [www.tcphp.in]	21.02.2017
Last date of submission of Pre-bid queries to tcpdatabank@gmail.com, tcp-hp@nic.in	01.03.2017
Date & Time and Venue for Pre-bid meeting	02.03.2017 at 11.00 AM in Conference Hall of TCP Directorate at Shimla.
Date & Time for uploading of Pre-bid responses	04.03.2017
Last Date & Time for Submission of Bids	15.03.2017 up to 12:00 PM.
Date & Time of Opening of General and Technical Bids	15.03.2017 at 3:00 PM.
Date & Time of Opening of Financial Bids	16.03.2017 at 3:00 PM.

5 Instructions to Bidders

5.1 Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, EMD of Rs. 2, 00,000/- in the form of Demand Draft from nationalized bank in favor of “Director, Town and Country Planning Department, Himachal Pradesh to be payable at Shimla. EMD (Bid Security) in any other form shall not be entertained.
- b) The EMD shall remain valid for **180 days (one hundred and eighty)** from the Due Date for Bid Submission specified in this RFP.
- c) EMD would be refunded to all unsuccessful bidders within 30 days of award of the Project to Successful bidder (after submission of Performance Bank Guarantee).
- d) Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.
- e) The EMD of a bidder could be forfeited, if a bidder:
 - Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
 - During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of TCP regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances, or
 - Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of TCP. The decision of TCP regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances.

5.2 Performance Bank Guarantee

- a) Performance Bank Guarantee of value of **10%** of cost of work order (excluding the tax) in the name of “Director, Town and Country Planning Department, Himachal Pradesh” should be submitted within 7 working days of issuance of the work order, failing which Department may revoke its decision. The PBG shall be valid till 3 months (90 days) after completion of tenure of appointment.
- b) All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. In case of project overrun, the PBG validity shall be renewed accordingly by the bidder.
- c) In the event of the bidder being unable to service the contract for whatever reason, TCP would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of TCP under the contract in the matter, the proceeds of the PBG shall be payable to TCP as compensation for the bidder’s failure to perform/comply with its obligations under the contract. TCP shall notify the bidder in writing of the exercise of its right to receive such compensation, indicating the contractual obligation(s) for which the bidder is in default.
- d) Before invoking the PBG, the bidder will be given an opportunity to represent before Registrar TCP. The decision of Director TCP on the representation given by the bidder shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator to be appointed by Director TCP with mutual consent.
- e) The PBG shall be submitted as per format provided at Clause 13.9, Annexure-IX (Format of Performance Bank Guarantee) of this RFP Document.

5.3 Indemnity (Third Party Claims)

Bidder shall provide indemnity towards any damage, misdemeanour of the Bidder’s employees or authorized personnel to TCP.

Further, TCP shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death occurring and affecting Service Providers employees or authorized personnel, appointed distributors, agents or subcontractors during and after the provision of the Services at the Client premises. Such indemnity/payment, if any, shall be the complete responsibility of the bidder.

Bidder undertakes to indemnify TCP from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to tangible property.

5.4 Conflict of Interest

A Bidder should not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In such case the Bidder shall be disqualified from this bidding process. A Conflict of Interest would be termed as (but not limited to following):

- a) A bidder is also a constituent of another bidding process having direct or indirect relation with this bidding process/project.
- b) Such Bidder has a relationship with another Bidder for the Project, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidders for the Project.

5.5 Scope of Work

The scope of work should be in line with the work mentioned in this RFP and the provisions as contained in Real Estate (Regulation and Development) Act, 2016 and rules made there under.

- Development of Web Interface for RERA, HP including registration of Projects and Estate Agents and related MIS.
- Uploading of Existing data of on-going real estate projects in the registration module.
- Building and Development of other modules e.g. Integration to TCP web portal, Training and Support, Go-Live and Complete Rollout.
- Support & maintenance.

5.6 Project Timelines

(T0= Date of Award of Contract)

Sl#	Deliverable	Description	Target (in Days)
T1	Phase – I Development of Web Interface for RERA, HP including registration of Projects and Estate Agents and related MIS.	Phase – I : should include the Project Implementation Plan, Project Kick-off Meeting, System Study and UAT and go Live of Phase-I	T0+ 45 days
T2	Phase - II Uploading of Existing data of on-going real estate projects in the registration module.	Study of Data, Uploading of Existing Data provided by TCP, Proof Verification by TCP, Entry/ Extrapolation of existing data	T1+30 days
T3	Phase – III Building and Development of other modules e.g. Integration to TCP web portal, Training and Support and Complete Rollout.	Fully functional software application.	T2+105 days
Total Time Period from Phase-I to III will be 180 Days.			T0+180 days.
T4	Support & Maintenance		T3 + 12 Months

5.7 Payment Terms

The invoices may be raised by the selected bidder, at the following milestones:

Sl#	Deliverable	Payment
a)	Completion of Phase – I	50% of contract value of Phase-I to III.
b)	Completion of Phase – II	30% of contract value of Phase-I to III.
c)	Completion of Phase – III	20% of contract value of Phase-I to III.
d)	Support & Maintenance (1 Year)	To be paid quarterly on the satisfaction of TCP.

The payment will be made after receipt of duly acknowledged (signed and stamped) invoice(s), as required by the TCP from the selected bidder. If there is any penalty to be imposed as per the SLA, same will be deducted from the amount payable. The payment shall include all kind of taxes except Service Tax. Service Tax will be paid additionally by the TCP.

5.8 Penalty

The TCP is looking for the said services as per the clause 5.5 & 5.6, i.e. 'Scope of Work' and 'Project Timelines', respectively, mentioned in the RFP. Any exception to this timeline will prompt the TCP to impose the penalty on the bidder as mentioned below:

- a) **Penalty up to Go-Live:** TCP shall impose a penalty of 1.0% of the total contract value for each week of delay of delivery up to the go-live.
- b) **Penalty after Go-Live:** TCP shall impose a penalty of 0.5% of the total contract value for each week of delay of delivery after the go-live.
- c) **Termination:** The TCP reserves the right to terminate the Contract agreement any time after a delay of four weeks.

TCP reserves the right to cancel the contract in case company is failing to provide services up to the satisfaction level or on security grounds.

The penalties, if any shall be recovered from Security deposits/Performance Bank Guarantee. However selected bidder will not be penalized for situation which is beyond his control.

A committee constituted by TCP shall meet fortnight basis and review the project. Committee will approve the deliverables of the selected bidder and approve the payment. Based on the approval TCP shall release the payment.

5.9 Other Conditions

- a) **Breach of Contract**
 - In case of breach of contract no further payment will be made and Bank Guarantee will be revoked.
 - Decision of The Director, TCP will be final and acceptable to all bidders.
 - However, in case of any dispute, in any Court case, a court of competent jurisdiction at Shimla (under territorial jurisdiction of High Court of Himachal Pradesh) will be the hearing Court.
- b) **Currency of Payment:** Payment shall be made in Indian Rupees only.
- c) **Contract Amendments:** No variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties i.e. the Successful bidder and TCP.

- d) **TCP's Right to Accept any bid and to reject any or all bids:** TCP reserves the right to accept any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without assigning reasons & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the TCP action.
- e) **Notification of award:** Prior to the expiration of the period of the bid validity, TCP will notify the Successful bidder in writing that its bid has been accepted. The notification of award will constitute the formation of contract. Upon the Successful bidder's furnishing of performance security, TCP will notify each unsuccessful bidder and will discharge its EMD.
- f) **Period of Validity:** Bids shall remain valid for **60** days after last date of bid submission prescribed by TCP which may be extended by mutual consent. A bid valid for a shorter period may be rejected by TCP as non-responsive.
- g) **Force Majeure:** The bidder shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on TCP.

If a Force Majeure situation arises, the bidder shall promptly notify TCP in writing of such conditions and the cause thereof. Unless otherwise directed by TCP, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:

Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:

- Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
 - Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage; Strikes, work to rules, go-slows which are widespread, nation-wide, or State-wide and are of political nature;
- h) **Termination for insolvency:** TCP may at any time terminate the contract by giving written notice to the Successful bidder, without compensation to the Successful bidder, if the Successful bidder becomes bankrupt or otherwise insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCP.
 - i) **Termination for Convenience:** TCP, may, by written notice sent to the Successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination be for the TCP convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

- j) **Subcontracting / Sublet:** The subletting of work is not allowed. In case the Department finds that the selected bidder has subcontracted the work, it will lead to immediate termination of contract.
- k) The Successful bidder would be required to sign the agreement in the prescribed format on Non-Judicial Stamp of Rs. 100 and furnish the performance guarantee. The Successful bidder shall pay the expenses of stamp duty for execution of agreement.
- l) If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his tender is liable to summary rejection.
- m) As the data is of critical in nature, the selected bidder should bear all necessary measures to ensure privacy and non-leakage of data. In case the bidder is found liable for the leakage of data, necessary legal action shall be taken by TCP.

5.10 Purpose of RFP

The purpose of this RFP is to select a bidder for Development of Web Based Application to meet the computerization of provisions of Real Estate (Regulation & Development) Act, 2016 as per the timelines and scope of work defined.

5.11 Cost of RFP

The RFP document is available at cost of Rs. 1,000/- in form of a Bank Draft from any nationalized bank, payable at Shimla in favor of “ Director, Town and Town and Country Planning Department, Himachal Pradesh”. The soft copy of the RFP may be downloaded from the Department website: <http://www.tcphp.in/>. The bidders are required to submit the RFP document cost (Non-refundable) in the form of a Demand Draft of Rs.1,000/-issued from a scheduled commercial bank along with the bid.

6 Eligibility Criteria

The Bidders have to meet the following General Eligibility criteria to be eligible for Technical Evaluation:

Sl#	Criteria	Required Supporting Document	Compliance (Yes / No)
a)	The bidder must be registered in India under the Companies Act, 1956 and should be in existence in India for at least 5 years, as on 31 st March 2016.	Provide company registration certificate issued by the issuing authority.	
b)	The bidder should not be blacklisted by the Government or Government Entity in the last 3 years.	Self-declaration on Letter Head	
c)	The bidder must have an Average Annual Turnover of Rs. 3.0 Crore and positive Net worth (measured as paid-up capital plus free reserves) in the last three audited financial years ending at 31 st March, 2016 from IT operations.	Audited Balance Sheet and Profit and Loss account or Chartered Accountant certificate.	
d)	The bidder must have valid ISO 9001 certificate which shall be valid till the date of publication of this RFP	Copy of the valid ISO 9001 Certificate	
e)	The bidder should be registered with Service Tax & Employee Provident Fund (EPF) Authorities	Registration certificate shall be submitted	

Sl#	Criteria	Required Supporting Document	Compliance (Yes / No)
f)	The bidder must have 50 technical resources in its payroll having knowledge of development of application software along with operational support.	Certificate from authorized person of the bidder.	
g)	'The bidder should have completed two IT Projects of the value of Rs. 50 Lakhs (each project) or more for any Central / State Government Department /Organization/ PSU <u>or</u> two IT Projects of the value of Rs. 100 Lakhs (each project) or more for any reputed Private firm in last 3 years along with the maintenance & operational support.'	Work Order + Completion Certificate from the client	

7 Technical Evaluation Criteria

Following criteria shall be used to evaluate the Technical Proposals for assessing the Technical Score. Bidder's securing 70% mark from the technical evaluation will be declared as successful in the technical evaluation and their financial bid will be opened for evaluation.

Sl#	Criteria	Basis of Valuation	Max. Marks
(a)	The bidder should have a valid ISO Certification.	ISO certification – 10 marks	10
(b)	Bidder should have experience of implementing project for eCentric services for any Government department / Organization/ PSU or reputed Private firms. (Work order + ongoing/ Completion certificate from the client)	More than 1 project - 20 marks 1 project - 10 marks (Ongoing projects would also be considered for this purpose)	20
(c)	Approach Methodology, Solution Design. Marks will be awarded based on details of i. Project execution & deployment methodology ii. Training & Handholding approach & Support methodology iii. Application Solution proposed iv. Business Intelligence/ Dashboard/ Reporting. v. Understanding of Real Estate (Regulation & Development) Act, 2016.	The bidder will be awarded 4 marks for each points. All the points should be briefly covered in 10-15 pages only.	20
	Total Marks	-	50

8 Instructions for submitting proposal

The Proposal containing Envelope-I (General Bid), Envelope-II (Technical Bid) and Envelope-III (Financial Bid) should reach the following address before the due date and time:

**The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,**

Kasumpti, Shimla-171009

E-mail: tcpdatabank@gmail.com, tcp-hp@nic.in

Website: <http://www.tcphp.in/>

Please note that the Index/Contents page in the General & Technical bid should be attached along with the flags, failing which the bid may not be considered for evaluation.

Response to RFP will be in three parts, as per following.

Part-A (Envelope-I)

Shall be super-scribed as General Bid

- a) Proposal Submission Sheet (As per **Annexure-II**)
- b) Tender Fee (Rs.1000/- DD)
- c) Bid Security (EMD)
- d) Eligibility Criteria Compliance (As per **Annexure-III**)
- e) Bidder's Profile (As per **Annexure-I**)
- f) Bidder Authorization Certificate (As per **Annexure-V**)
- g) Self-Declaration (As per **Annexure-VII**)

Part-B (Envelope-II)

Shall be super-scribed as Technical Bid

- a) Proposal Submission Sheet (As per **Annexure-II**)
- b) e-Governance projects citation (As per **Annexure-VIII**)
- c) Compliance Statement for technical evaluation.
- d) Approach and Methodology documentation.
- e) Format of Performance Bank Guarantee (As per **Annexure -IX**)

Part-C (Envelope-III)

Shall be super-scribed as Financial Bid

This will include the Financial Quotation (As per format mentioned in **Annexure-IV**).

9 Bid Evaluation Process

9.1 Opening of Bids

The Tendering Authority/TCP will open the bids in the presence of bidders' representatives who choose to attend, as per the events schedule, at the location mentioned hereunder:

**The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,
Kasumpti, Shimla-171009
E-mail: tcpdatabank@gmail.com, tcp-hp@nic.in
Website: <http://www.tcphp.in/>**

The bidders' representatives who are present shall mark attendance evidencing their presence.

9.2 Evaluation of Eligibility Criteria (General + Technical Bids)

The Tendering Authority/TCP will examine the eligibility criteria to determine whether they are as per the requirement in the RFP, whether the documents have been properly signed, whether the required EMD is enclosed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the General Eligibility criteria specified in the bidding documents will be summarily

rejected by the TCP and shall not be included for further consideration. Technical Bids of only those bidders shall be evaluated who meets the General Eligibility Criteria as per General Bid.

9.3 Opening of Financial Bids

- a) The bidders who will score more than 70% marks during technical evaluation shall only be selected for opening of Financial Bids. The project shall be awarded to the lowest bidders among the ones whose Financial bids shall be opened.
- b) In the event the financial bid are "tied", the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.
- c) TCP shall have full rights of rejecting any bids or disallow any bidder's bid at any stage including after or before opening of Financial Bids, without assigning any reason whatsoever to any bidder.

9.4 Bidding Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

9.5 Language of bids

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and TCP, shall be written in English.

9.6 Authentication of erasures / overwriting

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing initial(s) them.

10 Amendments to RFP document

At any time prior to the last Date and Time for submission of bids, the TCP may, for any reason, modify the Bidding Document by amendments at its sole discretion. All amendments shall be uploaded on the TCP's website (<http://www.tcphp.in/>) and will be binding on all who are interested in bidding. In order to provide, prospective bidders, reasonable time to take the amendment if any, into account in preparing their bid, the TCP may, at its discretion, extend the deadline for submission of bids.

10.1 TCP's right to accept or reject any bid or all bids

The TCP reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the TCP's action. The TCP reserves the right to accept or reject any technology proposed by the bidder. The TCP reserves the right to select more than one bidder keeping in view its large requirements.

10.2 Modification and withdrawal

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

10.3 Terms and Conditions of the bidding firms

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders need to submit a no deviation undertaking along with their response to the tender. However, TCP reserves the right to allow any deviation at its sole discretion, whatsoever or modify any terms & condition of this RFP before or after submission of the bids, however such changes by TCP must be made before opening of Financial Bids of the shortlisted bidders.

10.4 Local conditions

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

10.5 Clarifications

If deemed necessary TCP may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the RFP document submitted.

10.6 Opening of bids

All the bids will be opened at the date, time and locations mentioned in RFP (as per schedule). The bids will be opened in the presence of representatives of the bidders who choose to attend.

10.7 Period of validity

Bid shall remain valid for 60 days from the date of bid opening prescribed by the TCP. A bid valid for shorter period is liable to be rejected by TCP as non-responsive.

10.8 Deadline for submission of bids

Bid must be received by the TCP at the address specified in Bid Document not later than the specified date and time as specified in Bid Document. In event of the specified date for submission of bids being declared a holiday for the TCP, the bids will be received up to appointed time on next working day.

The TCP may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance to clause “AMENDMENTS TO RFP DOCUMENTS”, in which case all rights and obligations of the TCP and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10.9 Late bids

Any bid received by the TCP after the deadline for submission of bid will be rejected and/or returned unopened to the Bidder.

10.10 Cancellation of bid/ bidding process

TCP reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

10.11 Consortium conditions

Consortium and Sub contracting strictly not allowed in tender.

11 Exit Management

11.1 Purpose

This sets out the provisions, which will apply on expiry of the Project Implementation, Operation and Management SLA.

In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

11.2 Transfer of Assets

TCP shall be entitled to serve notice in writing on the Selected Bidder at any time during the exit management period as detailed hereinabove requiring the Selected Bidder to provide the TCP with a complete and up to date list of the Assets within 30 days of such notice.

11.3 Cooperation and Provision of Information

During the exit management period: The Selected Bidder will allow the TCP or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the TCP to assess the existing services being delivered;

Promptly on reasonable request by the TCP, the Selected Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Selected Bidder or sub-contractors appointed by the Selected Bidder). TCP shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Selected Bidder shall permit the TCP or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by TCP to understand the methods of delivery of the services employed by the Selected Bidder and to assist appropriate knowledge transfer.

11.4 Confidential Information, Security and Data

The Selected Bidder will promptly on the commencement of the exit management period supply to the TCP or its nominated agency the following:

All current and updated data as is reasonably required for purposes of TCP or its nominated agencies transitioning the services to its Replacement Selected Bidder in a readily available format nominated by the TCP, its nominated agency, all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable TCP or its nominated agencies, or its Replacement Selected Bidder to carry out due diligence in order to transition the provision of the Services to TCP or its nominated agencies, or its Replacement Selected Bidder (as the case may be).

Before the expiry of the exit management period, the Selected Bidder shall deliver to the TCP or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Selected Bidder shall be permitted to retain one copy of such materials for archival purposes only.

Before the expiry of the exit management period, unless otherwise provided, TCP or its nominated agency shall deliver to the Selected Bidder all forms of Selected Bidder confidential information, which is in the possession or control of The Director, TCP or its users.

11.5 Employees

Promptly on reasonable request at any time during the exit management period, the Selected Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the TCP or its nominated agency a list of all employees (with job titles) of the Selected Bidder dedicated to providing the services at the commencement of the exit management period.

Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Selected Bidder to the TCP or its nominated agency, or a Replacement Selected Bidder ("Transfer Regulation") applies to any or all of the employees of the Selected Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

To the extent that any Transfer Regulation does not apply to any employee of the Selected Bidder, TCP, or its Replacement Selected Bidder may make an offer of employment or contract for services to such employee of the Selected Bidder and the Selected Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Director, TCP or any Replacement Selected Bidder.

11.6 Rights of Access to Premises

At any time during the exit management period, where Assets are located at the Selected Bidder's premises, the Selected Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the TCP or its nominated agency and/or any Replacement Selected Bidder in order to make an inventory of the Assets.

The Selected Bidder shall also give the TCP or its nominated agency or its nominated agencies, or any Replacement Selected Bidder right of reasonable access to the Implementation Partner's premises and shall procure the TCP or its nominated agency or its nominated agencies and any Replacement Selected Bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the agreement as is reasonably necessary to migrate the services to the TCP or its nominated agency, or a Replacement Selected Bidder.

11.7 General Obligations of the Selected Bidder

The Selected Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the TCP or its nominated agency or its Replacement Selected Bidder and which the Selected Bidder has in its possession or control at any time during the exit management period.

For the purposes of this Schedule, anything in the possession or control of any Selected Bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Selected Bidder.

The Selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

11.8 Exit Management Plan

The Selected Bidder shall provide the TCP or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

A detailed program of the transfer process that could be used in conjunction with a Replacement Selected Bidder including details of the means to be used to ensure continuing provision of the services throughout

the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

Plans for the communication with such of the Selected Bidder's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Cop's operations as a result of undertaking the transfer; (if applicable) proposed arrangements for the segregation of the Selected Bidder's networks from the networks employed by TCP and identification of specific security tasks necessary at termination;

- a) Plans for provision of contingent support to TCP and Replacement Selected Bidder for a reasonable period after transfer.
- b) The Selected Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the Selected Bidder to and approved by the TCP or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Selected Bidder complying with its obligations under this Schedule.
- e) In the event of termination or expiry of the agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the Selected Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the TCP or its nominated agencies within 90 days from the Effective Date of this Agreement.

11.9 IPR and Source Code

The ownership of IPR and source code of the application shall remain with TCP. Selected Bidder shall provide undertaking in this regard in the MSA.

12 Scope of Work

12.1 Broad Scope of Work

The scope of work should be in line with the work mentioned in this RFP and the provisions as contained in Real Estate (Regulation and Development) Act (RERA), 2016 and rules made there under.

- Development of Web Interface for RERA, HP including registration of Projects and Estate Agents and related MIS.
- Uploading of Existing data of on-going real estate projects in the registration module.
- Building and Development of other modules e.g. Integration to TCP web portal, Training and Support, Go-Live and Complete Rollout.
- Support & maintenance.

12.2 Requirement on Adherence to Standards

Application must be designed following open standards, to the extent feasible and in line with overall system requirements set out in this Contract, in order to provide for good inter-operability with multiple platforms and avoid any technology or technology provider lock-in.

12.3 Compliance with Industry Standards

In addition to above, the proposed solution has to be based on and compliant with industry standards (their latest versions as on date) wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing. There are many standards that are summarized below. However the list below is just for reference and is not to be treated as exhaustive.

- a) Application development W3C specifications
- b) Information access/transfer protocols SOAP, HTTP/HTTPS
- c) Photograph JPEG (minimum resolution of 640 x 480 pixels)
- d) Scanned documents TIFF (Resolution of 600 X 600 dpi)
- e) Latest HTML standards
- f) Digital signature RSA standards
- g) Document encryption PKCS specifications
- h) Information Security to be ISO 27001 compliant
- i) Operational integrity & security management to be ISO 17799 compliant
- j) IT Infrastructure management ITIL / EITM specifications
- k) Service Management ISO 20000 specifications
- l) Project Documentation IEEE/ISO specifications for documentation
- m) The selected bidder shall adhere to all the standards published by the Department of Electronics and Information Technology, Government of India and assist the TCP for obtaining the Security Certificate.

12.4 Operation & Maintenance Phase

The Selected Bidder is responsible for the day to day Operation and Maintenance of the Application which includes Frontend Modification (if any), Database related queries (Scheduling, backup), maintenance of the Database, and the Customization of report's format, MIS for the period of one year of onsite warranty from the date of Complete Rollout covering the following:

- a) Onsite Warranty support.
- b) Onsite Periodic support for Patch Management of Application and the related Database.

One competent, independent and full time support staff shall be deputed in the office of TCP or RERA, as the case may be, during the development, operation and maintenance phases. TCP or RERA will provide office space and furniture for support staff of the Selected Bidder.

Selected bidder shall supply the information as regard Project Management Consultant (PMC)/single point contact person in the Contract Agreement.

12.5 Training

The Selected Bidder is responsible to provide training to the stakeholders. All sort of training will be held at TCP Directorate at Shimla.

12.6 Change Requests

Since this is a fixed price project with clearly identified scope of solution and services, the Selected Bidder is expected to complete the project without raising any requests for change management. In case of change request and any enhancements in the existing solution the bidder shall propose the change request scope and the committee shall evaluate the scope.

12.7 Change Management Process

Upon receipt of any change request, the selected bidder shall estimate an effort and submit the same along with the invoice to TCP. TCP upon receiving such estimate and cost, may accept or reject the change Request. If the cost proposed by the selected bidder is accepted, the same shall be treated as separate scope of work and be paid as additional cost on mutually accepted payment terms. In no case the estimate/cost of Change Request should not be more than 25% of the Financial Bid (only Phase-I to III) submitted under this RFP.

TCP, has a right to extend the scope of work beyond the provisions of this RFP relating to the web based application development process regarding Real Estate projects.

13 Annexures, Templates & Formats

13.1 Annexure-I [Bidder's Profile]

Sl#	Particulars	Details
A.	Details of the Bidders(Proprietorship/ Partnership Firm/Company)	
a)	Name	
b)	Address	
c)	Telephone	
d)	Email	
e)	Fax	
f)	Website	
B.	Details of the Authorized Person	
a)	Name	
b)	Address	
c)	Telephone	
d)	Email	
C.	Information about the company	
e)	Status of company (Public Ltd/Pvt. Ltd/ Proprietorship/ Partnership)	
f)	Date of Registration	
g)	RoC Reference Number	
h)	Number of Professionals	
i)	Registered /Head Office Address	
j)	Office address in Himachal Pradesh	
k)	Service Tax Registration Number	
l)	Income Tax Registration Number [PAN]	
m)	Sales Tax Registration Number [VAT]	
n)	Employees Provident Fund Registration Number	

(Signature with Seal)

Printed Name and Designation

Date:

Place:

Business Address:

13.2 Annexure-II [Proposal Submission Sheet]

To

**The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,
Kasumpti, Shimla-171009.**

Subject: RFP for selection of Application Development Agency for Design and Development of Web Based Application Solution for Real Estate Regulatory Authority (RERA).

Sir,

We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents as specified in the RFP documents no. < _____>.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to The Director, TCP is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process. We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process.

We are liable to be dismissed from the selection process or termination of the contract during the project. We agree to abide by the conditions set forth in this RFP.

It is hereby confirmed that, I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,
Yours faithfully,

(Signature with Seal)

Printed Name and Designation

Date:

Place:

Business Address:

13.3 Annexure-III [Format for General Eligibility]

Sl#	Criteria	Compliance (Yes / No)
a)	The bidder must be registered in India under the Companies Act, 1956 and should be in existence in India for at least 5 years, as on 31 st March 2016.	
b)	The bidder should not be blacklisted by the Government or Government Entity in the last 3 years.	
c)	The bidder must have an Average Annual Turnover of Rs. 3.0 Crore and positive Net worth (measured as paid-up capital plus free reserves) in the last three audited financial years ending at 31 st March, 2016 from IT operations.	
d)	The bidder must have valid ISO 9001 certificate which shall be valid till the date of publication of this RFP.	
e)	The bidder should be registered with Service Tax & Employee Provident Fund (EPF) Authorities.	
f)	The bidder must have 50 technical resources in its payroll having knowledge of development of application software along with operational support.	
g)	The bidder should have completed two IT Projects of the value of Rs. 50 Lakhs (each project) or more for any Central / State Government Department /Organization/ PSU <u>or</u> two IT Projects of the value of Rs. 100 Lakhs (each project) or more for any reputed Private firm in last 3 years along with the maintenance & operational support.'	

Note: Supporting Documents to be provided.

13.4 Annexure-IV [Format for Financial Quotation]

Sl#	Items	Unit & Qty	Cost (Rs) (both in Figures and Words)
a)	Study, Design, Development, Deployment, Commissioning, User Acceptance of the software (Phase I to Phase III)	One-time	
b)	Application Support, Maintenance & Training cost	1 Year from the date of Rollout.	
Total Cost (in Rs.)			
Total Cost (in Words)			

Instructions to the Bidder:

- The Payment model of the project is based on Phase Wise Payments and Quarterly guaranteed payments (QGP). Rates quoted by the bidder should be inclusive of all taxes, duties and charges except Service Tax. The Service Tax shall be paid at the prevailing rates at the time of payment.

(Signature with Seal)

Printed Name and Designation

Date:

Place:

Business Address:

13.5 Annexure-V [Bidder's Authorization Certificate]

To

**The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,
Kasumpti, Shimla-171009.**

**Subject: RFP for selection of Application Development Agency for Design and Development of
Web Based Application Solution for Real Estate Regulatory Authority (RERA).**

Sir,

<Bidder's Name>_____,<Designation>_____ is hereby authorized to sign relevant documents on behalf of the company / firm in dealing with RFP reference _____.

He is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said RFP document.

Thanking you,
Yours faithfully,

(Signature with Seal)
Printed Name and Designation
Date:
Place:
Business Address:

13.6 Annexure-VI [format for Pre-bid Queries]

Bidders requiring specific points of clarification may communicate with TCP Department during the specific period i.e. on or before 01.03.2017, using the following format. All clarification should be mailed to email id **tcpdatabank@gmail.com**, **tcp-hp@nic.in**. In case any clarification/information is required for the tender, please contact Sh. Karam Chand Nanta, ATP-II, o/o Director, TCP on Phone No. 0177-2625752 or on Mob. 9816600890.

Pre-bid Meeting will be held on 02.03.2017 at 11:00 AM in the Conference Hall of TCP Directorate at Shimla.

Name of Organization submitting query / request for clarification		Full formal address of the Organization including phone, fax and email points of contact	
		Tel:	
		Fax:	
		Email:	
Sl#	RFP Reference (Section No. / Page No.)	Content of RFP requiring clarification	Points of clarification required
1.			
2.			
3.			
4.			
5.			
6.			

13.7 Annexure-VII [Self Declaration]

To

**The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,
Kasumpti, Shimla-171009.**

**Subject: RFP for selection of Application Development Agency for Design and Development of
Web Based Application Solution for Real Estate Regulatory Authority (RERA).**

Sir,

In response to the RFP Ref. No. _____, Dated _____, as
Owner/Director/Proprietor _____ of
Firm _____, I we hereby declare that our
Firm is having unblemished past record and was not declared ineligible for corrupt and fraudulent
practices either indefinitely or for a particular period of time.

Thanking you,
Yours faithfully,

(Signature with Seal)
Printed Name and Designation
Date:
Place:
Business Address:

13.8 Annexure-VIII [Citations of the IT Projects Delivered]

Sl#	Name of Assignment	Client Name & Description (Government Department)	Services delivered (specifying the number of units)	Project Value, dates/duration and current status	Supporting documentation

13.9 Annexure-IX [Format of Performance Bank Guarantee]

PERFORMANCE BANK GUARANTEE

Guarantee No. :

Amount of Guarantee : Rs...../- (Rupees

Guarantee Duration : Fromto.....

To
The Director,
Town and Country Planning Department,
Block No. 32A, SDA Complex,
Kasumpti, Shimla-171009.

Reference: RFP for selection of Application Development Agency for Design and Development of Web Based Application Solution for Real Estate Regulatory Authority (RERA).

Sir,

PERFORMANCE BANK GUARANTEE – For (Project Name)

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....(in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till 3 months (90 days) after completion of tenure of appointment, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 3 months (90 days) after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against TCP; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 3 months (90 days) after the End of Contract Period; and

We are liable to pay the guaranteed amount or PBG part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 6 months after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2017.

Yours faithfully,

For and on behalf of the Bank,

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.