



**Government of Madhya Pradesh**

**Executive Director**

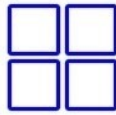
**State Institute for Town Planning Bhopal, Madhya Pradesh**

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**REQUEST FOR PROPOSAL**

**FOR**

**Development of Online Application for Transfer of Development Right  
(TDR) Certificate Management System for  
Directorate of Town and Country Planning, Madhya Pradesh**



**Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh**

**Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh**

Phone : 0755 2427091

Email: [mptownplan@mp.gov.in](mailto:mptownplan@mp.gov.in),

Website: <http://mptownplan.gov.in/>, [www.sitop.org.in](http://www.sitop.org.in)

**September 2019**

## DISCLAIMER

1. All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.
2. Though adequate care has been taken in the presentation of this RFP document, the interested firm shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.
3. Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Directorate of Town & Country Planning, Bhopal, Madhya Pradesh also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of Directorate of Town & Country Planning, Bhopal, Madhya Pradesh / State Institute for Town Planning Bhopal, Madhya Pradesh.
4. Neither Directorate of Town & Country Planning, Bhopal, Madhya Pradesh nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles of resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh or their employees and Prime Bidder / Consortiums or otherwise arising in any way from the selection process for the Assignment.
5. Information provided in this document or imparted to any respondent as part of RFP process is confidential to Directorate of Town & Country Planning, Bhopal, Madhya Pradesh and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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## **REQUEST FOR PROPOSAL NOTICE**

RFP No. Project 09/2019 Bhopal , Dated 04/09/2019

“RFP for Development of Online Application for Transfer of Development Right (TDR) Certificate Management System for Directorate of Town and Country Planning, Madhya Pradesh”

Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh invites proposals from suitable agencies for Appointment of Consultant for Development of online application for Transfer of Development Right (TDR) Certificate Management System for the Directorate of Town & Country Planning M.P.

For detail scope of work and other terms and conditions, please refer the RFP document available at <http://mptownplan.gov.in>, <http://sitop.org.in> and <https://mptenders.gov.in>

Interested agencies who qualify as per the criteria mentioned in the RFP document may submit their proposals only online through the e-Procurement Portal latest by 16/09/2019 at 11:00 AM to 23/09/2019 till 05:00 PM.

**Executive Director,  
State Institute for Town Planning Bhopal,  
Madhya Pradesh**

## Acronyms

BG	Bank Guarantee
COTS	Commercial Off the Shelf Software
DRC	Development Rights Certificate
EMD	Earnest Money Deposit
GoMP	Government of Madhya Pradesh
Gol	Government of India
IT	Information Technology
RFP	Request for Proposal
PQ	Pre-Qualification
PBG	Performance Bank Guarantee
CMS	Content Management System
SI	System Integrator
JV	Joint Venture
DTCP	Directorate of Town & Country Planning
T&CP	Town & Country Planning
SITOP	State Institute of Town Planning
TDR	Transferable Development Rights

## 1. FACT SHEET

Sr. No.	Particulars	Description
1.	RFP No.	Project 09/2019 , Dated 04/09/2019
2.	Nature of Work	Development of Software Application for Online Generation of Development Right Certificate for planning area of all 32 cities of M.P. comes under the AMRUT Yojana of GOI, Its holding on DEMAT format and Transfer of Transferable Development Rights (TDR) as provided in the Madhya Pradesh, T.D.R. Rules 2018.
3.	Proposals Invited by	Executive Director, State Institute of Town Planning, Bhopal, Madhya Pradesh  Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh
4.	Date of issue of RFP document	04/09/2019
5.	Document download Start Date	04/09/2019 at 5:00 PM
6.	Last Date for sending Pre Bid Queries	11/09/2019
7.	Date of Pre Bid Meeting	13/09/2019 at 12:00 PM at State Institute of Town Planning, Bhopal, Madhya Pradesh  Kachnar, Paryavaran Parisar, E-5, Arera Colony,  Bhopal-16, Madhya Pradesh
8.	Bid Submission Start Date	16/09/2019 at 11:00 AM
9.	Last Date for Submission of Bids	23/09/2019 till 05:00 PM
10.	Date of Opening of PQ cum Technical Bids	24/09/2019 at 03:00 PM
11.	Date of Technical Presentations (if any)	28/09/2019 (subject to change)



Sr. No.	Particulars	Description
12.	Date of Opening of Financial Bids	Would be communicated to the shortlisted bidders through email.
13.	Place of Submission & Opening of Proposals	Online on <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
14.	Address for Communication	Executive Director, State Institute for Town Planning, Bhopal, Madhya Pradesh,  Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh  Phone: 0755 2427091, Mobile: +91 942444897  Email: <a href="mailto:mptownplan@mp.gov.in">mptownplan@mp.gov.in</a> , <a href="mailto:sitpbhopal@gmail.com">sitpbhopal@gmail.com</a>
15.	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	<a href="http://mptownplan.gov.in">http://mptownplan.gov.in</a> <a href="https://mptenders.gov.in">https://mptenders.gov.in</a> <a href="http://sitop.org.in">http://sitop.org.in</a>
16.	Cost of RFP Document	INR 5000/- (Five Thousand Only)  To be paid online through e-procurement portal.
17.	Earnest Money Deposit (EMD)	INR 2,00,000 /- (Two Lakhs Only)  To be paid online through e-procurement portal or in the form of Bank Guarantee/ DD. <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
18.	Validity of Proposal	Proposals must remain valid for 180 days from the Bid submission date.
19.	Performance Guarantee Value	10% of contract value
20.	Performance Guarantee validity period	06 Months beyond the contract period
21.	Method of Selection	Quality cum Cost Based Selection (QCBS) –  80 (technical): 20 (financial)

**Notes:**

1. Executive Director reserves the right to change any schedule of bidding process.
2. The mode of submission of bid is only online through e-procurement portal (<https://mptenders.gov.in>). No physical submission of the bids shall be entertained.
3. Any future Corrigendum/Information shall be posted only on e-Procurement portal of Govt. MP.
4. Bidders are advised to keep visiting the e-Procurement portal for further updates.

## **2. EXECUTIVE SUMMARY**

Directorate of Town and Country Planning, Govt. of MP (DTCP) is set to embark on an ambitious computerisation initiative in order to increase operational efficiency and effectiveness, improve financial health, enhance responsiveness to citizen's needs and result in transparency. DTCP has embraced certain e-Governance initiatives for managing the information more effectively and for providing user-friendly services to citizens.

## **3. BACKGROUND INFORMATION**

### **3.1 BACKGROUND**

Madhya Pradesh Nagar Tatha Gram Nivesh Adhiniyam has come into force in the year 1973 and there has been various piecemeal efforts in terms of amendments from time to time. Urbanization of the state as well as the country has been taken place rapidly which require holistic approach to match with the pace of the time to amend this act. This is the time to look back at the act with regard to 73rd and 74th Constitutional Amendment and the new planning techniques emerged for preparation as well as implementation of the development plan. In the present scenario it is demand of the day to adopt the planning as well as implementation technique to make it citizen centric and transparent implementation system for the development of the state. In this context, the Directorate of town and country planning envisage to visit the prevalent acts and planning techniques adopted for preparation and implementation of development plan. Hence it is required to prepare GIS based development plan using satellite imagery and planning techniques, implementation models for development of the state which will include participation of different stakeholders.

### **3.2 ABOUT DIRECTORATE OF TOWN & COUNTRY PLANNING (DTCP), BHOPAL, MADHYA PRADESH**

The main function and activity of Town & Country Planning are governed under M.P. Nagar Tatha Gram Nivesh Adhiniyam 1973 and rules prepared there under M.P. Nagar Tatha Gram Nivesh Niyam 2012 and M.P. Bhumi Vikas Niyam 2012. The main activities of the department are preparation of Town Development Plan, Review Evaluation and Modification of existing Development Plan, Preparation of Regional Development Plan,

Monitoring and Enforcement of various schemes under taken by various departments such as Smart City Projects, TDR, Town Development Schemes, PMAY etc.

### **3.3 ABOUT STATE INSTITUTE OF TOWN PLANNING**

State Institute of Town Planning (here in- after referred to as SITOP) is autonomous body under the aegis of the Housing and Environment Department, Govt. of Madhya Pradesh and has been registered as a society in the year 1980, under M.P. Society Registration Act, 1973.

The objective behind the formation of the SITOP was to provide a forum for the Urban Local bodies and other developmental agencies to provide technical expertise, technical guidance in project management, study and research backup through consultancy services. Since it was a body formed under the aegis of the Government of Madhya Pradesh, it is also ordained to implement the works and the task assigned it by the Government.

The Honorable Minister, Urban Development & Housing Department, Government of Madhya Pradesh is the ex-officio President of the SITOP with Principal Secretary, with Principal Secretary/Secretary, to the Government of Madhya Pradesh Urban Development & Housing Department as ex-officio Vice President and Chairman, Board of Directors, and Directorate of Town and Country Planning as ex-officio executive Director. The activities of SITOP are governed by a 12 member Board of Directors under the Chairmanship of Principal Secretary, Urban Development & Housing Department.

### **3.4 OBJECTIVE**

DTCP is committed to provide Clean and Healthy Environmental Development and suitable infrastructure through city planning, town investment, city planning. DTCP has identified the generation and utilization of Development Rights Certificate (DRC) or Transfer of Development Right (TDR) as an important area where efficiency and transparency can be improved by automating the process

The objective of this project is to identify an agency which will deliver on following parameters

- Registration of Owner or Developer/Buyer/Seller
- Generation of DRC
- Utilization of DRC
- Transfer of DRC as TDR
- Cancellation of DRC
- Integration of TDR System with existing ALPASS/ABPAS/IGRS System

- Management of Rules Management System for TDR
- Generation of MIS Report.
- Help Manual & Video clips provision.
- Implementation of DRC management system
- Online monitoring and visualization of the proposal with easy accessible in public domain
- Easy online recording/generation of TDR report to be submitted to MP Govt. periodically.
- Control and Secured mechanism on generation and utilization of TDR.

## **4. INSTRUCTION TO BIDDERS**

### **4.1 GENERAL**

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications. Bidders must form their own conclusions about the solution needed to meet the requirements.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.

### **4.2 PROPOSALS / COMPLETENESS OF RESPONSE**

- (a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (b) Failure to comply with the requirements of this paragraph may render the Proposal non-complete

and the Proposal may be rejected. Bidders must:

- (i) Include all documentation specified in this RFP.
- (ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP
- (iii) Comply with all requirements set out within this RFP.

#### **4.3 CODE OF INTEGRITY**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- (a) Prohibition of
  - (i) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - (ii) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - (iii) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - (iv) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process for personal gain.
  - (v) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - (vi) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - (vii) Obstruction of any investigation or auditing of a procurement process.
  - (viii) Making false declaration or providing false information for participation in a tender process or to secure a contract;
- (b) Disclosure of conflict of interest.
- (c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other

procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

#### 4.4 RFP DOCUMENTS

The Tender document is available and downloadable on following websites:

- (a) <https://mptenders.gov.in>
- (b) <http://mptownplan.gov.in>
- (c) <http://sitop.org.in>

Non-transferable & non-refundable tender fees of the amount as mentioned in the Fact Sheet must be paid online at e-procurement portal (<https://mptenders.gov.in>).

#### 4.5 PRE-BID MEETING & CLARIFICATIONS

##### 4.5.1 Pre-bid Conference

- (a) A Pre-Bid conference is scheduled as per the details mentioned in the Fact Sheet of the RFP to clarify doubts of potential Bidders in respect of the RFP.
- (b) The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) in writing at Director (Coordination), State Institute for Town Planning Bhopal, Madhya Pradesh of the Nodal Officer by email on or before 11:00 am to 05:00 pm. Only queries/clarifications submitted in written will be considered.
- (c) The queries should necessarily be submitted in the following format:

Sr. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification (s)	Points of clarification
1.			
2.			

3.			
4.			

- (d) Purchaser shall not be responsible for ensuring that the Bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

**4.5.2 Responses to Pre-Bid Queries and Issue of Corrigendum**

- (a) The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by these Bidders.
- (b) At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- (c) The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <http://mptownplan.gov.in> , <https://mptenders.gov.in> , <http://sitop.org.in> may be emailed to all participants of the pre-bid conference. All future correspondence/corrigendum shall be published on same websites.
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

**5 KEY INSTRUCTIONS OF THE BID**

**5.1 RIGHT TO TERMINATE THE PROCESS**

- a. Purchaser may terminate the RFP process at any time/stage and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

## 5.2 EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY

- (a) The bidder shall submit Earnest Money Deposit (EMD) of the amount as mentioned in the Fact Sheet, which shall be deposited online or DD or Bank Guarantee valid for minimum period of 180 days from the date of submission of the Proposal during the submission of the tender on e-Procurement portal.
- (b) Unsuccessful bidder's EMD will be released as promptly as possible, but not later than 120 days after the award of the contract to the successful bidder.
- (c) The successful bidder's EMD will be released upon submission of Performance Bank Guarantee.
- (d) The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- (e) Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- (f) The EMD may be forfeited in the event of:
  - A Bidder withdrawing its bid during the period of bid validity.
  - A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
  - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
  - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- (g) The tender fee and EMD shall be exempted for bidders having a valid certification of registration under single point registration scheme by NSIC for exemption.

## 5.3 PERFORMANCE SECURITY

- (a) On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee or DD from scheduled bank, for the due performance and fulfilment of the contract by the selected proposer, equivalent to 10 percent of the total contract value, on or before the signing of the subsequent contract or within 30 working days from notification of award, whichever is earlier, unless specified to the contrary.
- (b) In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the



Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

- (c) The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Appendix 7. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 1 month beyond all contractual obligations, including warranty terms.
- (d) The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

#### 5.4 SUBMISSION OF PROPOSALS

Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<https://mptenders.gov.in>) being used for this purpose. The items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:

- Tender Fee
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents Eg. Power of Attorney, CA certificates on turnover, etc.

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.

The bidder is responsible for registration on the e-procurement portal (<https://mptenders.gov.in>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684.

The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. The user department will in no case be responsible if the bid is not submitted online within the specified timelines.

All the pages of the Proposal document must be sequentially numbered and must contain the list

of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

## 5.5 INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the MP TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the MP TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the MP TENDERS Portal.

More information useful for submitting online bids on the MP TENDERS Portal may be obtained at: <https://mptenders.gov.in/nicgep/app>.

## 5.6 REGISTRATION

- (1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://mptenders.gov.in/nicgep/app>) by clicking on the link "Online bidder Enrolment" on the MP TENDERS Portal which is free of charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the MP TENDERS Portal.
- (4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.) with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## 5.7 SEARCHING FOR TENDER DOCUMENTS

- (1) There are various search options built in the MP TENDERS Portal, to facilitate bidders to search active

- tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the MP TENDERS Portal.
- (2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the MP TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
  - (3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 5.8 PREPARATION OF BIDS

- (1) Bidder should take into accountancy corrigendum published on the tender document before submitting their bids.
- (2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS /RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" are available to them to upload such documents. These documents may be directly submitted from the "My Space" are a while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## 5.9 SUBMISSION OF BIDS

- (1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- (4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become

readable only after the tender opening by the authorized bid openers.

- (8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **5.10 BIDDER’S AUTHORISED SIGNATORY**

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder’s Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

## **5.11 PREPARATION AND SUBMISSION OF PROPOSALS**

### **5.11.1 Proposal preparation costs**

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating definitive contractor all such activities related to the bid process.

### **5.11.2 Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

### 5.11.3 Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the e-Procurement portal (<https://mptenders.gov.in>) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

### 5.11.4 Bid Prices

The bidder shall express their bid prices using the Commercial Bid Format provided in the bidding documents. All costs and charges related to the bid shall be expressed in Indian Rupees. Prices indicated in the Price Schedule shall be entered in the following manner:-

- The Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of the services offered.
- Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance etc. Freight, levies, etc. of any type, Indicated separately, will not be taken into account for evaluation purposes.

## 6 EVALUATION PROCESS

- a. The Purchaser may on statute a committee of technical /subject matter experts to evaluate the responses of the Bidders (Purchase Committee/Tender Evaluation Committee).
- b. The Technical Evaluation /Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents/documentary evidence. In ability of a Bidder to submit requisite supporting documents /documentary evidence with in a reason able time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Purchase Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals. Purchase committee also reserves the right to directly ask clarifications to the clients of the bidder, in case any doubt arises.

- e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Purchase committee reserves the right to reject proposal submitted by bidder in case it is found that bidder is blacklisted by Central/State/PSUs etc.

## **6.1 PROPOSAL OPENING**

The Proposals submitted up to the deadlines will be opened at the scheduled time & date as specified in the RFP, by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder's representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

## **6.2 PROPOSAL VALIDITY**

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of the Proposal.

## **6.3 PROPOSAL EVALUATION**

- a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
  - Submitted in manner not conforming with the manner specified in the RFP document
  - Submitted without appropriate EMD as prescribed herein
  - Received without the appropriate or power of attorney
  - Containing subjective/incomplete information
  - Submitted without the documents requested in the checklist
  - Non-compliant with any of the clauses stipulated in the RFP
  - Having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders after completion of Bid Process.

- b. All responsive Bids will be considered for further processing as below.

Purchaser will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

## 7 CRITERIA FOR EVALUATION

### 7.1 PRE-QUALIFICATION (PQ) CRITERIA

- The bidder must possess the requisite experience, strength and capability necessary to meet the requirements as described in the tender documents.
- Bids can be submitted by an Individual Company or by a proprietor/partnership firm.
- The bidder must also possess the technical know-how sought by nodal agency, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

S. No.	Pre-Qualification Criteria	Documents to be Furnished
1.	Legal Entity: The Bidder may be individual or a company registered under the laws of India, and is competent to Contract. (Consortium is not allowed)	1. Copy of Certificate of Registration 2. Copy of Valid PAN card and GST Registration Certificate.
2.	The bidder should have ISO 9001: 2008 or 2015 quality certification	Valid Quality Certificate
3.	Turnover: The Bidder should have a minimum turnover of Rs. 1 Crore average during the last three financial years i.e., FY 2016-17, 2017-18 and 2018-19.	Bidder should submit any of the following: Copies of Certified audited Balance sheet / Profit & Loss statement.
4.	Past IT/ ITeS Experience: The Bidder should have IT/ ITeS Development &	Bidder should submit the PO / Work orders.



	Services project experience.	
5.	<b>Blacklisting:</b> Should not have been black listed by any Central or State Government department or Corporation or Board/PSU/ Semi-Government organization as on the date of RFP.	A signed undertaking to this effect should be submitted on bidder's letter head
6.	<b>Corrupt or Fraudulent practices:</b> The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices by any of the Government agencies as on the date of submission of the bid.	Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.

## 7.2 TECHNICAL QUALIFICATION CRITERIA

Bidders who meet the pre-qualifications / eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical evaluations. The Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Based on technical evaluation frame work mentioned, the Committee shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below:-

No.	Parameter	Scale		Marks
			Marks	
A.	Experience of Bidder		Marks	Maximum Marks
1.	Bidder's Experience in similar projects in India. Similar project means development and implementation of the TDR Management System in any Municipal Corporation or Town Planning Authorities in India. (Work orders should be attached)	1 Project	12	20
		4 marks for each additional project		
2.	Operational Track record of firm in executing IT projects for Urban Local bodies or Town Planning department or Urban Development department in last 2 years (Of a Minimum Contract Value of INR 2	3 Projects	12	12
		2 Projects	8	

No.	Parameter	Scale		Marks
	Crores, excluding hardware costs)	1 Project	4	
3.	Compliance to Functional Requirement Specification for TDR Certificate Management System	> 90%	8	8
		>60% till 90%	4	
		<=60%	0	
<b>B.</b>	Technical Proposal including understanding of Scope, proposed solution, implementation approach and methodology.			10
<b>C.</b>	Capability of Team			10
1.	Project Manager having experience of at least 10 years in ULBs or Planning Authorities with similar role.		5	
2.	Business Process Specialist having experience of at least 7 years in ULBs or Planning Authorities with similar role.		5	
<b>D.</b>	<b>Technical Presentation:</b> Approach and Methodology along with presentation by the applicants (with at least Proposed Project Manager and Development team). Applicants are required to showcase their team to be deployed, their expertise and proposed technology to be used for development of application, with Hardware suggestion required for proposed application.			40
	<b>Total</b>			<b>100</b>

Only those Applicants whose bids are responsive, based on minimum qualification criteria / documents as in Pre- Qualification Criteria and whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

\*Schedule for technical presentation will be communicated to bidders who qualify Pre-Qualification criteria. It is mandatory for bidders who qualify Pre-Qualification criteria to appear for Technical Evaluation Round else the bid would not be considered for further evaluation.

### 7.3 COMMERCIAL BID EVALUATION

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If affirm quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies as on date and shall be in Indian Rupees and mentioned separately.
- e. Any conditional bid would be rejected
- f. Errors & Rectification : Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- g. The Bids received will be evaluated using Quality cum Cost Based Solution(QCBS) as under:-
  - (i) After the Technical evaluation, the evaluation committee will evaluate each of the Technically Qualified bidders’ response on the basis of technical and commercial parameters. The weightage of the technical and commercial parameters will be in the ratio of 80:20 respectively.
  - (ii) The technical and financial scores secured by each Bidder will be added using weightage of 80% and 20% respectively to compute a Composite Bid Score.
  - (iii) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder for award of the Project. The overall score will be calculated as follows: -

Technical Score: 80%

Commercial Score: 20%

For every Bidder the Final Total Score (FS) will be calculated using the formula

$$FS = 0.8 \times TS + 0.2 \times CS$$

The bidder with the highest value of FS shall be selected as the successful bidder.

- (iv) In the event the bid composite bid scores are ‘tied’, the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

## **8 APPOINTMENT OF AGENCY**

### **8.1 AWARD CRITERIA**

The Purchaser will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. Evaluations will be based on the Bids, and any additional information requested by the Purchaser.

### **8.2 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S)**

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process/ Public procurement process and reject all proposal sat 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 grounds for Purchaser action.

### **8.3 NOTIFICATION OF AWARD**

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within Fifteen(15) working days. In case the tendering process / public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

### **8.4 PURCHASER CONTRACT FINALIZATION AND AWARD**

The Purchaser shall invite the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Government/Central Vigilance Commission (CVC).On this basis the draft contract agreement would be finalized for award & signing.

### **8.5 SIGNING OF CONTRACT**

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter in to a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

## 8.6 FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

## 9 SCOPE OF WORK

### 9.1 GENERAL SCOPE

- Define phase activities and check-list before beginning of the phase and submit completion status of the same before commencement of subsequent phase.
- The bidder is free to deploy COTS software solution to manage, monitor and maintain TDR Certificate Management System along with project documents / deliverables (including version control) through-out the life cycle of the project.
- The bidder has to develop/customize and implement TDR certificate management system as per Madhya Pradesh Transferrable Development Rights rules, 2018 for planning area of all 32 cities of M.P. comes under the AMRUT Yojana of GOI . ( Ref : Annexure 8)
- License, Customization and Implementation of TDR system for any additional city or location shall be not covered in current scope. DTCP shall provide separate work order for additional scope based on commercials quoted in this bid.
- Follow industry standard or OEM recommended implementation methodology.
- Pilot and Go-Live of TDR system at Indore.
- Roll-out of application in other 6 locations i.e. Gwalior, Bhopal, Jabalpur, Sagar, Ujjain and Satna on priority basis.
- Roll-out of application in rest of 25 locations as given in **Annexure 8**.
- Provide maintenance support for 3 years from the date of Go-Live.
- Supply (as applicable), develop, configure, install, and commission of TDR Certificate Management System.
- Carry out project activities as per the agreed project plan.
- Carry out development, customization and configuration activities to meet Authority requirements.
- Carry out integration activities.
- Carry out all testing activities.
- Carry out complete data collection and migration activities.

- Carry out security audit of Application and hosting of application at State Data Center (SDC).
- Provide training module & change management services.
- Successful Bidder will provide training for 30 days to officials.
- Provide all implementation related documents & deliverables.
- Provide operation manual.

## 9.2 FUNCTIONAL SCOPE

DTCP has published Madhya Pradesh Transferrable Development Rights rules, 2018 (TDR) on 19th September 2018. TDR shall be applicable on such plots and lands which have been acquired by the Government Authority for the Public purpose.

Transfer of Development Rights (TDR) means making available certain amount of additional built up area in lieu of fair compensation of the area relinquished or surrender by the owner of Land for the public purpose, so that owner can use extra built up area either himself/herself or transfer it to another in need of the extra built-up area.

DTCP wants to automate TDR process and to bring paperless TDR system for TDR management. Following processes need to automate for effective TDR management.

1. Registration of Land Owner/ Developer ( Including Govt. Authorities ) /Buyer/Seller of DRC.

- Submission of Online Registration forms with Soft copies of documents required.
- Validation of Registration and awarding account number.
- Account number and password will be sent by email and SMS.
- System will maintain a list of all registrations.
- Account holder will login with credentials- account number and password.
- Account holder can download list of verified DRC details, transfers and utilizations details.

2. Notification of Various Areas

- a. Notification of Generating Area

The implementation Agency or Authority can identify its project in phased manner. The implementation Agency shall submit its proposal for notification with required details.

The DTCP on receipt of such proposals shall publish a notification regarding announcement of generating area and receive objections or suggestions. After approval DTCP will notify the Generating Area.

b. Notification of Influence Area

The Implementation Agency can identify the influence area of its project in phased manner and propose for notification of Influence Area.

c. Notification of Receiving Area

DTCP on receipt of proposal shall publish a notification regarding announcement of Receiving Area

3. Issuance of DRC

- Implementation Agency will submit proposal to Authority for issuance of Transfer of Development Rights.
- Verification of the title of the reserved plot by legal department
- Joint measurement of the plot with land record department to ascertain the exact area
- Levelling of the plot and construction of compound wall/ gate etc
- Surrendering possession to Implementing Agency
- Executing deed of declaration in respect of surrender of the plot to Implementing Agency
- Transferring the ownership of the plot in the name of Implementing Agency in revenue records
- Obtaining approval of DTCP/ JD, T & CP and granting DRC to owner
- Issuance of digitally signed DRC certificate mentioning the value of TDR in terms of additional buildable area in lieu of land surrendered to Implementing Agency.
- DRC certificate shall be valid for 5 years and can be revalidated for further period of 5 years
- Record of DRC issued

4. Transfer of Development Rights Certificate

- DRC certificate holder can transfer the DRC from transferor to transferee in full or part to any other person through online.
- Web based application form for transfer of development rights
- Payment shall be done online through Payment Gateway
- Verification of DRC from official records/centralized database and shall take necessary action to allow or disallow such application for transfer.
- Service charge, if any, shall be borne by both transferor and transferee.

5. Utilization of transferrable Development Rights

- The DRC holder submits along with the proposal, DRC and the utilization form duly filled with signature of transferor and transferee.
- The proposal is verified in respect to balance FSI credit available in the DRC as per the register maintained in the office/ on Portal.
- The proposal is then scrutinized and if found in order approval of competent authority is obtained to allow the transfer of FSI credit from the DRC to the receivable plot.
- The details of the utilization and the deduction in the FSI credit approved for the respective plot is entered in the respective column of the DRC and the same is endorsed by the competent authority on both the copy of the DRCs
- The original DRC showing the balance FSI credit and the deduction duly endorsed is returned to the DRC holder.
- Any DRC may be utilized in one or more plots or lands in receiving area or influence area.

6. Cancellation of transferrable Development Rights Certificate

- Online Application for cancellation of transferrable DRC.
- Verification of documents and validation for cancellation
- Deletion in DRC certificate.
- Updating in DRC management system

7. MIS Reports and Dashboards

- A comprehensive dashboard for Town Planning Authorities to monitor all the KPIs of the Department
- Generate report on total number of applications for TDR received during specified period

8. Citizen Facilitation Centre (CFC) Module

- Application/Owners should have provision for and allow the Citizen Facilitation Centre (CFC) operator to login in to the application using User Login and password.
- The application should have the provision for CFC operator to apply for DRC, transfer, utilization and cancellation of TDR on the behalf of owner/Applicant.
- CFC operator shall be able to attach all supporting documents and can make the payment online on the behalf of Owner/Applicant.



## 9. Payment Gateway

- For making online payment , proposed application shall be Integrated with the Payment Gateway of any Nationalised Bank.
- This Payment Gateway should be enabled with Unified Payment Interface (UPI), Dynamic UPI QR Code, Debit/Credit Card ( Including RuPay) and Internet Banking.

### 9.3 TECHNICAL SCOPE

- The solution would be web based application and accessible over a standard browser. Application would be hosted centrally at DTCP Server.
- Solution should be based upon Open Standards and SOA Compliant
- Unicode Standard based multi-language interface with the support of Hindi and English.
- The solution should have the ability to scale up as and when the new business applications and services are added without compromising the performance of the overall solution.
- Security layer will be designed and developed for authentication of users at presentation level and only an authorized user would be accessing the business services
- The solution must be capable of integration with a payment gateway
- SMS gateway integration to send alerts and notifications to various stakeholders
- DRC for TDR issued information to be published for general public

### 9.4 HARDWARE SPECIFICATION

The Bidders are requested to suggest necessary Hardware Specification i.e. Server's specification, Storage, Backup Plan etc. for application which will be hosted in the State Data Center.

## 10 DELIVERABLES & TIMELINES

The work shall be completed within **25 weeks** from the date of work order.

Payment will be linked to delivery of the Successful delivery, implementation, training, of software application.

S.N.	Activity	Time Period (Weeks)
1.	Signing of Contract Agreement	T
2.	System Requirement study and Sign Off	T+ 2
3.	Supply, configuration and Installation of Application	T+ 15
4.	Integration with ALPASS system	T+17
5.	Training	T+17
6.	Pilot & Go-Live at Indore	T+18
7.	Roll out of system for other 6 locations i.e. Bhopal Jabalpur, Gwalior, Satna, Sagar and Ujjain	T+20
8.	Roll out of system for the rest of locations	T1 = T+25
<i>Operation and Maintenance of e-Governance Solution</i>		<i>T2= T1 + 36 months</i>

## 11 PENALTIES

Sr. No	Service	Expected Level	Penalty in case of breach
1	Team mobilization	Within 1 month of award of purchase order for specific work.	Rs. 0.1% of Item 1 of Price Schedule per week of delay
2	Adherence to planned schedule and submission of the respective deliverable.	To meet the scheduled deadline as agreed with MP and documented in the purchase order for specific work.	0.1% for the first week subject to a maximum of 10% of the value of the specific work. The penalty will be levied for reasons that are solely attributable to the agency.

## 12 PAYMENT SCHEDULE

- The work of software development application shall be completed within **25 weeks** from the date of Contract Agreement.
- 3 years operational and maintenance support after Go-Live of Application.

- All prices quoted should be in Indian Rupees (INR).

### **Payment Milestones:**

#### Item 1

- Milestone 1- 20% on Signing of Inception Report/ FRS/ SRS
- Milestone 2- 20% on installation and delivery of final software
- Milestone 3- 10% on integration with ALPASS system
- Milestone 4- 30% on Go-Live of TDR system at Bhopal, Gwalior, Indore, Jabalpur, Satna, Sagar and Ujjain
- Milestone 5- 20% on Roll-out of system in rest of 25 locations as given in Annexure 8.

#### Item 2 & 3

- Operation Support and Annual Maintenances Payment will be made quarterly in 12 equal installments.

## **13 FRAUD AND CORRUPT PRACTICES**

- (a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- (b) Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Consultant Firm/Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the

execution of the Agreement, such Bidder or Systems Consultant Firm/Agency shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Consultant Firm/Agency, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

## **14 CONFLICT OF INTEREST**

- (a) Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort to the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser here under or otherwise.
- (b) The Purchaser requires that the Consultant Firm/Agency provides solutions which at all times hold the Purchaser's interests' par amount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Consultant Firm/Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

## **15 PERIOD OF CONTRACT**

Contract will be signed with the successful bidder for 25 weeks Implementation Period and 3 years Maintenance Period. Contract period may be extended further on mutual terms & conditions based on performance of the successful Bidder and at the sole discretion of Purchaser.

## **16 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

Proposers should read these conditions carefully and comply strictly while sending their bids. The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the Purchaser and get clarifications.

## **16.1 CONTRACT DOCUMENTS**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

## **16.2 RECOVERIES FROM EMPANELLED AGENCY**

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with Purchaser.
- c) The balance, if any, shall be demanded from the selected agency and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

## **16.3 TAXES & DUTIES**

- a) GST, if applicable, should be shown separately in bid price and shall be paid by the Purchaser separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer in India, the Purchaser shall use its best efforts to enable the successful/ selected proposer to benefit from any such tax savings to the maximum allowable extent.

## **16.4 COPYRIGHT**

- a) The MP-DTCP shall have exclusive rights over the customized part of the source code written for developing the application for TDR System for MP-DTCP. The Bidder shall not use the source code in any other place without seeking permission from the department and without carrying out a basic sanitation of the code.
- b) MP-DTCP shall not use source code for other departments of Govt of MP for any commercial purpose.
- c) All intellectual property rights of the original COTS product/Tools shall remain with bidder or respective OEM.

## 16.5 CONFIDENTIAL INFORMATION

The RFP contains information proprietary to Purchaser. Purchaser requires the recipients of this RFP to maintain its contents in the same confidence as their own confidential information and refrain from reproducing it in whole or in part without the written permission of Purchaser. Purchaser will not return the bids/responses to the RFP received. The information provided by the bidder(s) will be held in confidence and will be used for the sole purpose of evaluation of bids.

## 16.6 NOTICES

- a) Any notice or other document which may be given by either Party under this Agreement or under the SLA shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<Insert Address> Tel: Fax:

Email:

Contact: With a copy to:

Consultant Firm/Agency Tel:

Fax: Email: Contact:

In relation to a notice given under the MSA/SLA, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.

- c) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00am and 5.00pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- d) Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

## 16.7 SUB-CONTRACTING

- (a) The proposer shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser.

- (b) If permitted, the selected proposer shall notify Purchaser, in writing, of all sub contracts awarded under the Contract, if not already specified in the Bid. Sub contracting shall in no event relieve the Selected Proposer from any of its obligations, duties, responsibilities, or liability under the Contract.
- (c) Sub contractors, if permitted, shall comply with the provisions of bidding document and/or contract.

## **16.8 LIQUIDATED DAMAGES**

Time is the essence of the Agreement and the delivery dates are binding on the Consultant Firm/Agency. In the event of delay or any gross negligence in implementation of the project before Go-Live, for causes solely attributable to the Consultant Firm/Agency, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Consultant Firm/Agency as agreed, liquidated damages, a sum of 0.5% of the value of the deliverable which suffered delay or gross negligence for each completed week or part there of subject to a limit of 10% of the total contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Purchaser under the contract and law.

## **16.9 PAYMENTS**

- a) Payment will be made in Indian Rupees only.
- b) Invoices will have to be raised to Purchaser with the relevant document proofs upon successful completion and acceptance of respective Deliverable(s)/Milestone(s) as mentioned in the section "Payment Schedule"
- c) Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this tender document. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Acts & Laws.
- d) No Interest shall be paid on delayed payments.

## **16.10 FORCE MAJEURE**

Notwithstanding the provisions of conditions of contract, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this Clause, Force Majeure means an event beyond the control of the Successful Bidder and

not involving the Successful Bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of Government either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises the Successful Bidder shall promptly notify Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **16.11 SETTLEMENT OF DISPUTES**

If any dispute of any kind whatsoever arise between Executive Director, State Institute for Town Planning Bhopal, Madhya Pradesh and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation an appeal may be filed to the Principal Secretary Government of Madhya Pradesh, Department of Urban Development and Housing. If still unresolved then the dispute would, be resolved as per MP Madhyastham Adhikaran Act, 1985. The place of arbitration shall be Bhopal and all legal disputes are subject to the jurisdiction of courts at Bhopal.

## **16.12 TERMINATION**

### **16.12.1 Termination for Default**

Purchaser may, without prejudice to any other remedy for breach of contract, by written 30 days' notice of default sent to the Successful Bidder, terminate the Contract in whole or part.

If the Successful Bidder fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to conditions of contract clause or if the Successful Bidder fails to perform any other obligation(s) under the Contract.

In the event that Purchaser terminates the Contract in whole or in part, pursuant to the conditions of contract clause, it may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered, and the Successful Bidder shall be liable to pay Purchaser for any excess costs for such similar systems or services. However, the Successful Bidder shall continue the performance of the Contract to the extent not terminated.



### **16.12.2 Termination for Insolvency**

Purchaser may at any time terminate the Contract by giving a written notice of at least 30 days to the selected proposer, if the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

### **16.12.3 Termination for Convenience**

Purchaser, by 30days' written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Purchaser's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by Purchaser.

## **16.13 OBLIGATIONS**

### **16.13.1 Obligations of the Implementation Partner**

- a) It shall provide to the Purchaser or its nominated agencies, the Deliverables as set out in this RFP.
- b) It shall perform the Services as set out in this RFP and in a good and workmanlike manner commensurate with industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by this Agreement, and so as to comply with the applicable Service Levels set out with this Agreement.
- c) It shall ensure that the Services are being provided as per the Project Timelines set out in the RFP.

### **16.13.2 Obligations of the Purchaser or its Nominated Agencies**

Without prejudice to any other undertakings or obligations of the Purchaser or its nominated agencies under this Agreement, the Purchaser or its nominated agencies shall perform the following:

- a) To provide any support through personnel to test the system during the Term.
- b) To provide any support through personnel and/or test data during development, rollout, steady state operation, as well as, for any changes/enhancements in the system whenever required due to scope change that may arise due to business, delivery or statutory/regulatory reasons.
- c) Purchaser shall provide the data (including in electronic form wherever available) to be migrated.
- d) To authorize the Consultant Firm/Agency to interact for implementation of the Project with external entities such as the state treasury, authorized banks, trademark database etc.

## 16.14 EXIT MANAGEMENT

- a) The Consultant Firm/Agency shall provide the Purchaser 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 MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Consultant Firm/Agency 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;
  - ii. Plans for the communication with such of the Consultant Firm/Agency's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer.
  - iii. (if applicable) proposed arrangements for the segregation of the Consultant Firm/Agency's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;
  - iv. Plans for provision of contingent support to Purchaser, and Replacement Consultant Firm/Agency for a reasonable period after transfer.
- b) The Consultant Firm/Agency 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 Consultant Firm/Agency to and approved by the Purchaser or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Consultant Firm/Agency complying with its obligations under this Schedule.
- e) In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the Consultant Firm/Agency 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 Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement.

## **16.15 OTHER CONDITIONS**

1. The Successful bidder shall bear the expenses regarding delivery of services.
2. The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
3. The Successful bidder shall execute the whole work in strict accordance with guidelines of Purchaser.
4. Purchaser shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to by Purchaser. Such alterations shall not invalidate the contract, and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by Purchaser.
5. Any publicity by the bidder in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

## 17. ANNEXURE

### 17.1 ANNEXURE-1: PRE-PROPOSALS QUERIES FORMAT

{To be filled by the bidder}

**Name of the Company/Firm:**

**Name of Person(s) Representing the Company/Firm:**

Name of Person	Designation	Email-ID (s)	Tel. Nos. & Fax Nos.

**Query/Clarification Sought:**

Sr. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification (s)	Points of clarification
1.			
2.			
3.			
4.			

**Note:-** Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX/.PDF). Queries not submitted in the prescribed format will not be considered/responded at all by Purchaser.

Pre-Proposals queries should be sent at the e-mail address mentioned in the RFP.

## 17.2 ANNEXURE-2: COVERING LETTER

{To be submitted on the letter head of the bidder}

To,

Executive Director,  
State Institute for Town Planning  
Bhopal, Madhya Pradesh

Dear Sir/Madam,

We, the undersigned, offer our Proposal "For Development of Software Application For Online Transfer of Development Right (TDR) Certificate Management System for Directorate of Town and Country Planning, Madhya Pradesh" in accordance with your RFP dated .....and our Proposal. "We are hereby submitting our Proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any mis interpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b) We meet the eligibility requirements as stated in this RFP, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- c) Our Proposal is binding up on us and subject to any modifications/amendments Purchaser made before the date of submission.
- d) We understand that the Client is not bound to accept any Proposal that the Client receives. Thanking you,

Authorized Signature {In full and initials with Seal}: Name and

Title of Signatory:

Name of Bidder (Firm/Company's name):

In the capacity of:

Address:

Contact information (phone and email):

Date & Time: \_\_\_\_\_

Place: \_\_\_\_\_

### 17.3 ANNEXURE-3: FIRM/ COMPANY INFORMATION

Following are the particulars of our organization:

Sr.No.	Description	Details
1.	Name of the bidder	
2.	Office address	
3.	Phone No. and Fax No.	
4.	Registered Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Firm's Registration (Please enclose copy of the registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Goods and Service Tax Registration No.(if any)	
11.	Permanent Account Number(PAN)	

**Note:** Separate sheets may be attached wherever necessary

## 17.4 ANNEXURE-4: CONTACT DETAILS OF OFFICIALS FOR CORRESPONDENCE DURING BID PROCESS:

<<On letter head of Company>>

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

## 17.5 ANNEXURE-5: COMMERCIAL BID FORMAT

Details to be filled up for price bid for different type of activities are as follows:

Item No.	Item	Qty	Units Rate	Total Commercials (INR)
1	Supply, customization, implementation and Go-Live of "Online Application for Transfer of Development Right (TDR) Certificate Management System"	1		
2.	Annual maintenance and onsite support for period of Three Years including deployed onsite resources	3		
	Grand Total (INR)			

**Total (Inclusive of all Taxes and excluding GST)**



## 17.6 ANNEXURE-6: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

### Bank Guarantee

**Bank Guarantee No.**

**Date**

**To:**

**<Insert Name & Address of Authority>**

WHEREAS **<Insert Name of Bidder>** having registered office at **<Insert Address>** (hereinafter" the Supplier") has undertaken, pursuant to RFP No. **<Insert RFP No.>** dated **<Insert Date>** for **<Insert Tender Description>**.(hereinafter "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bid Security **<Insert Amount In Numbers& Words>** issued by a recognized bank for the sum specified therein as security for compliance with the suppliers Bid Security obligations in accordance with the Contract.

AND WHEREAS we **<Insert Name of Bank and Address>** (hereinafter referred to as the Bank/ Guarantor) have agreed to give the Supplier such a Bank Guarantee:

NOW THEREFORE We hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of **<Insert Amount In Numbers& Words>** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **<Insert Amount In Numbers& Words>** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be governed by and interpreted under the laws of India, and shall be subject to the exclusive jurisdiction of Courts at Ranchi.

This guarantee is valid until **<Insert Expiry Date of BG>**(Expiry date).

Notwithstanding anything contained hereinabove: -

- a) Our liability under this bank guarantee shall not exceed **<Insert Amount In Numbers& Words>**,
- b) This bank guarantee shall be valid up to **<Insert Expiry Date of BG>** (Expiry Date). and
- c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or demand at our **<Insert Bank Name and Address>** on or before **<Insert Expiry Date of BG>** (Claim Expiry Date).
- d) Thereafter the Bank shall stand discharged from all its liability under this Guarantee and all your rights under this Guarantee shall stand extinguished, irrespective of whether the Guarantee in original is returned back to us or not.

**Place:** **<Place of BG>**

**Date:** **<Date of BG>**

## 17.7 ANNEXURE-7: PERFORMANCE BANK GUARANTEE

### Performance Bank Guarantee

Bank Guarantee No.

Date

To:

<Insert Name & Address of Authority>

WHEREAS <Insert Name of Bidder> having registered office at <Insert Address> (hereinafter "the Supplier") has undertaken, pursuant to LOA No. <Insert LOA No.> dated <Insert Date> for <Insert LOA Description>, (hereinafter "the contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Performance Bid Security <Insert Amount In Numbers and Words> issued by a recognized bank for the sum specified therein as security for compliance with the suppliers Bid Security obligations in accordance with the Contract.

AND WHEREAS we <Insert Name of Bank and Address> (hereinafter referred to as the Bank/ Guarantor) have agreed to give the Supplier such a Bank Guarantee:

NOW THEREFORE We hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of <Insert Amount In Numbers and Words> and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of <Insert Amount In Numbers and Words> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be governed by and interpreted under the laws of India, and shall be subject to the exclusive jurisdiction of Courts in India.

This guarantee is valid until <Insert Expiry Date of PBG> (Expiry date).

Notwithstanding anything contained hereinabove: -

- a) Our liability under this bank guarantee shall not exceed <Insert Amount In Numbers and Words>.
- b) This bank guarantee shall be valid up to <Insert Expiry Date of PBG> (Expiry Date). and
- c) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee Only and only if you serve upon us a written claim or demand at our <Insert Bank Name and Address> on or before <Insert Expiry Date of PBG> (Claim Expiry Date).
- d) Thereafter the Bank shall stand discharged from all its liability under this Guarantee and all your rights under this Guarantee shall stand extinguished, irrespective of whether the Guarantee in original is returned back to us or not.

Place: <Place of PBG>

Date: <Date of PBG>

## 17.8 ANNEXURE-8: LIST OF 32 CITIES

S.No.	Name of City
1	Betul
2	Bhind
3	Bhopal
4	Burhanpur
5	Chhatarpur
6	Chhindwada
7	Dabra
8	Damoh
9	Datia
10	Dewas
11	Guna
12	Gwalior
13	Hoshangabad
14	Indore
15	Jabalpur
16	Khandwa
17	Khargone
18	Mandsaur
19	Morena
20	Murwara
21	Nagda
22	Neemuch
23	Ratlam
24	Rewa
25	Sagar
26	Satna
27	Sehore
28	Seoni
29	Shivpuri
30	Singrauli
31	Ujjain
32	Vidisha

## 17.9 ANNEXURE- 9: MASTER SERVICE AGREEMENT

THIS AGREEMENT (“Agreement”) is made on this the <\*\*\*> day of <\*\*\*> 20... at <\*\*\*>, India.

### BETWEEN

**Executive Director**, State Institute for Town Planning Bhopal, Madhya Pradesh having its office at Kachnar, Paryavaran Parisar, E-5, Arera Colony, Bhopal-16, Madhya Pradesh India herein after referred to as ‘Purchaser’ / ‘Purchaser’ or ‘-----’, which expression shall, unless the context otherwise requires, include its permitted successors and assigns); of the **FIRST PARTY**;

### AND

<\*\*\*>, a Company incorporated under the Companies Act, 1956, having its registered office at <\*\*\*> ( herein after referred to as ‘the Consultant Firm/Agency/IA’ which expression shall, unless the context otherwise requires, include its permitted successors and assigns ) of the **SECOND PARTY**.

Each of the parties mentioned above are collectively referred to as the ‘**Parties**’ and individually as a ‘**Party**’.

### WHEREAS:

1. Purchaser is desirous to Request for Proposal for Development of Online Application for Transfer of Development Right (TDR) Certificate Management System for Directorate of Town and Country Planning, Madhya Pradesh.
2. In furtherance of the same ,Purchaser under took the selection of a suitable Consultant Agency through a competitive bidding process to execute the desired scope of work and in this behalf issued Request for Proposal (RFP) dated <\*\*\*>.
3. The successful bidder has been selected as the Consultant Agency on the basis of the bid response set out as Annexure of this Agreement, to undertake the execution of desired scope of work/consultancy assignment.

**NOW THEREFORE** , in consideration of the mutual covenants ,promises ,assurances ,representations and provisions set forth herein, the Parties here to agree as follows :

1. In this Agreement words and expressions shall have same meanings as are respectively assigned to them in the Conditions of Tender referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

S/N	Document
1	RFP dated <<***>>> issued by Purchaser for <<Name of RFP>> along with Schedules and Annexures;

2	All the subsequently issued corrigendum
3	Technical and financial proposal submitted by the successful bidder, to the extent they along with subsequently issued clarifications furnished by the Consultant Agency in response to the RFP, to the extent they are not inconsistent with any terms of the RFP.
4	Letter of Intent (LOI) issued by Purchaser on <<date>> to the Successful Bidder.

3. In consideration of the Payments to be made by Purchaser to Service Provider as per the terms of RFP, Service Provider hereby covenants with Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects as per the provisions of the RFP Document and subsequent corrigendum.
4. Purchaser hereby covenants to pay Service Provider in consideration of the provisions of the goods and services and the remedying of defects therein the Contract Price as may become payable under the provisions of the Contract at the times and in the manner prescribed in the RFP Document.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year respectively mentioned against their signature.

**Signature on behalf of the << Purchaser>>**

( \_\_\_\_\_ )

**Name:**

**Designation:**

**Signature on behalf of <<Successful Bidder>>**

( \_\_\_\_\_ )

**Name:**

**Designation:**

DATE:

WITNESSED BY:	Name	Address	Signature
1.			
2.			

----\*\*\*----