



**REQUEST FOR QUOTATION [RFQ]  
FOR  
“CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance”  
TENDER.REF. NO.: RFQ-IT-03/2018-19**

**Issued by: CANFIN HOMES LTD  
REGISTERED OFFICE,  
29/01, SRI MN KRISHNA RAO ROAD  
BASAVANAGUDI  
BANGALORE - 560004**

**Bid Details in Brief**

Sl. No.	Description	Details
1.	RFQ No. and Date	TENDER.REF. NO.: RFQ-IT-03/2018-19 Dated 20/06/2018
2.	Brief Description of the RFQ	RFQ for engaging agency for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance
3.	Company's Address for Communication and Submission of Tender	ASST. GENERAL MANAGER-IT CAN FIN HOMES LTD REGISTERED OFFICE, 29/01, SRI MN KRISHNA RAO ROAD BASAVANAGUDI BANGALORE 560 004  Tel - 080 41440234 Fax - 080 26565746 Email: <a href="mailto:it@canfinhomes.com">it@canfinhomes.com</a>
4.	Date of Issue	20/06/2018, Wednesday
5.	Last Date of Submission of Bids	05/07/2018, Thursday up to 3.00 PM
6.	Date and time opening of technical bid /Commercial bid	05/07/2018, Thursday up to 3.30 PM
7.	Type of Bid	Single and closed Bid
8.	RFQ Document cost	Rs. 5,000/- in the form of Demand Draft in favour of Canfinhomes Ltd, payable at Bangalore. Same should be submitted at the time of bid submission.

## **A. INTRODUCTION**

### **1. About Can Fin Homes**

Can Fin Homes Ltd, was incorporated in the year 1987, "The International Year of Shelter for the Homeless". The main objective of setting up the company was, promoting home ownership and as well, increasing the housing stock in the country. It is the first housing company to be promoted by a nationalized Company in India. Company is having its Registered office at 29/1, Sir M N Krishna Rao road, Basavanagudi, Bangalore 560004. The company, as on date, is having 132 Branches, 20 Affordable Housing Loan Centres (AHLs) & 20 Satellite Offices spread across various locations of the country and all these branches and satellite offices are linked to the Registered Office through a core banking platform. Being a south based company, 70% of its branches are located in southern India and the remaining 30% in Northern India.

### **2. Definitions**

- 2.1. 'Company' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Can Fin Homes', described in more detail in paragraph 1 above and which has invited bids under this Request for Quotation and shall be deemed to include its successors and permitted assigns.
- 2.2. 'RFQ' means Request for Quotation for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance.
- 2.3. 'Bidder' means a vendor submitting the quotation in response to the RFQ.
- 2.4. 'Contract' means the agreement signed by successful bidder and the Company at the conclusion of bidding process.
- 2.5. 'Successful Bidder' means the Bidder who is found on completion of evaluation process of Indicative Technical & Commercial bids, contract will be awarded to the lowest bidder post negotiation, subject to compliance to all the Terms and Conditions of the RFQ, etc.

### **3. About RFQ**

Company invites quotations from competent and authorized Bidders for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance. In this connection, Company invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid') for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.

### **4. Objective**

- 4.1. Company has a corporate web site hosted as [www.canfinhomes.com](http://www.canfinhomes.com) and customer portal as <https://canfinonline.in> which is developed using php, ASP .Net technology. It has links to our internet banking suite, tender uploading module, branch locator, online application submission etc.
- 4.2. Company wishes to revamp/redesign these existing websites with additional modules, details of which are given in the scope of work.
- 4.3. Company intends for engaging agency for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 4.4. The Company proposes for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance by engaging a vendor who can offer suitable technical and cost effective services.

## **5. Participation Methodology:**

- 5.1. In a tender either the partner/distributor/System Integrator/Sub Contractor on behalf of the OEM or OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 5.2. If a partner/distributor/System Integrator/ Sub Contractor bids on behalf of the OEM, the same partner/distributor/System Integrator shall not submit a bid on behalf of another OEM in the same tender for the same item/product.
- 5.3. In the event partner/distributor/System Integrator/ Sub Contractor fails in their obligations to provide the product upgrades (including management software upgrades and new product feature releases) within 30 days of release/announcement, the OEM should assume complete responsibility on behalf of the partner/distributor/System Integrator to provide the same to the company at no additional cost to the company and will directly install the version upgrades at the Company's premises. To this effect Bidder should provide a dealer/distributor certificate as per **Annexure-7**.

## **6. Requirement Details**

- 6.1. Company invites sealed offers ('Conformity to Eligibility Criteria', 'Technical Proposal' and 'Commercial Bid (Indicative)') for CFHL Website Revamping / Redesigning, Hosting, Development & Maintenance as per the Terms & Conditions, Technical Specifications and Scope of Work described elsewhere in this document.
- 6.2. The Bidder/Sub Contractor should maintain the Solution during three-years.
- 6.3. Bidder/Sub Contractor has to quote the commercial as per **Annexure-8-Bill of Material**.

## **7. Scope of Work:**

Scope of work and functional requirement is provided in the **Annexure-2**. Bidder has to comply with the same.

## **8. Software Version:**

The bidder/Sub Contractor should ensure usage of latest licensed enterprise software with proper update/patches and their subcomponents as has been sought in the technical/functional requirements. The Offer may not be evaluated and / or will be liable for rejection in case of non-submission or partial submission of Software/Solution Version of the items offered. Please note that substituting required information by just software name is not enough. Bidder should not quote software items which are impending End of Life/End of Support.

## **9. Documentation:**

Technical information in the form of Brochures / Manuals / CD etc. of the most current and updated version available in English must be submitted in support of the Technical Offer made without any additional charges to the company. The Company is at liberty to reproduce all the documents and printed materials furnished by the Bidder in relation to the RFQ for its own use.

## **10. Costs & Currency:**

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-8**).

## **B. Selection of Bidder**

### **11. Preliminary Scrutiny:**

- 11.1. The Company will scrutinise the Bid/s received to determine whether they are complete in all respects as per the requirement of RFQ, whether the documents have been properly signed, whether items are offered as per RFQ requirements and whether technical documentation as required to evaluate the offer has been submitted.

- 11.2. Prior to detailed evaluation, the Company will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

## **12. Clarification of queries/offers:**

- 12.1. During the process of scrutiny, evaluation and comparison of offers, the Company may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the company and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Company.
- 12.2. The Company may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Company's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Company reserves the right for such waivers.
- 12.3. The Company may, at its discretion, modify the RFQ document depending on queries raised by the applicants.

## **13. Evaluation of Bid:**

- 13.1. The Company will evaluate the bid submitted by the bidders under this RFQ. The Bid will be evaluated by a Committee of officers of the CFHL. If warranted, the company may engage the services of external consultants for evaluation of the bid. It is Company's discretion to decide at the relevant point of time.

## **14. Bidders Presentation/Product Demonstration:**

- 14.1. Company at its discretion may call all Bidders, who have qualified under evaluation of Part B-Technical Proposal for presentation/ demonstration for the solution quoted in the RFQ.
- 14.2. Time & date Schedule and venue for demonstration/presentation will be decided by the Company by duly checking the availability of the participants from both the sides (CFHL & Bidder/s).
- 14.3. All expenses incurred in connection with the above shall be borne by the bidder.
- 14.4. Setting of evaluation criteria for solution demonstrations/presentation shall be entirely at the discretion of the Company. The decision of Company in this regard shall be final and in this regard, no correspondence shall be entertained.

## **15. Award of Contract:**

- 15.1. On completion of evaluation process of Indicative Technical & Commercial bids, contract will be awarded to the lowest bidder post negotiation, if required.
- 15.2. The contract shall, be awarded and the order shall be placed on selected lowest Bidder. Company may release the order either in Full or in part or place more than one order towards the contract based on project plan.
- 15.3. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the selected Bidder shall be the date of acceptance of the order by the bidder.
- 15.4. Company reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- 15.5. The Shortlisted bidder/s will be required to customize the solution as per requirement of the Company at the rates not higher than the agreed rate finalized under this RFQ.

15.6. The Company shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever. Canvassing in any form will lead to disqualification.

## **C. TERMS AND STIPULATIONS.**

### **16. Effective Date:**

The effective date shall be date of acceptance of the order by the selected bidder. However, the bidder shall submit the acceptance of the order within seven days from the date of receipt of order. The Company reserves the right to consider the late acceptance of the order, if any, at its discretion.

### **17. Security Deposit / Performance Bank Guarantee:**

17.1. The successful bidder should submit a Security Deposit / Performance Guarantee for 20% of total value of the contract within 15 days from the date of acceptance of the Order.

17.2. If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the cost of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% of the total order value.

17.3. Security Deposit should be submitted by way of DD drawn on Can Fin Homes Ltd payable at Bengaluru / Bank Guarantee may be obtained from any of the Scheduled Banks. However, it should be as per the **Appendix-B**.

17.4. Security Deposit/Performance Bank Guarantee should be valid for total contract period (Three years) from the date of acceptance of the solution and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the last date of validity.

17.5. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

17.6. The security deposit / bank guarantee will be returned to the bidder on completion of Warranty Period.

17.7. The Company shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Company shall notify the selected bidder in writing before invoking the Bank guarantee.

### **18. Execution of Agreement.**

18.1. Within 21 days from the date of acceptance of the Order, the selected bidder shall sign a stamped "Agreement" with the Company at Bengaluru as per the format to be provided by the Company. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Company and also rejection of the selected Bidder.

18.2. The Agreement shall include all terms, conditions and specifications of RFQ and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the Company receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

## **19. Project Execution:**

- 19.1. The Bidder has to deliver and install the solution in UAT within one week from date of acceptance of the Order.
- 19.2. The installation will be deemed as incomplete if the software/solution is not delivered or is supplied but not installed and/or not operational or not acceptable to CFHL after acceptance testing/examination.
- 19.3. In such an event, the supply & installation will be termed as incomplete and it will not be accepted. The software/solution will be accepted after complete integration and satisfactory working of the solution.

## **20. Revamping / Redesigning, Hosting, Development & Maintenance:**

- 20.1. Company shall provide the address and contact details for Supply of Solution while placing the order.
- 20.2. Website Revamping / Redesigning, Hosting, Development & Maintenance of CFHL website (all Modules) including SMS/Email gateway integration should be completed within 3 weeks from the date of acceptance of the Purchase Order.
- 20.3. The installation will be deemed as incomplete if the solution/software is not delivered or is supplied but not installed and/or not operational or not acceptable to CFHL after acceptance testing/examination.
- 20.4. In such an event, the supply & installation will be termed as incomplete and it will not be accepted. The solution/software will be accepted after complete integration and satisfactory working of the CFHL website.

## **21. Installation & Integration:**

- 21.1. The required Integration & Interfaces with the Company's CBS Software Systems, i.e. IBS, has to be provided by the bidder. The solutions should be capable of seamless integration with the Core Banking Solution (CBS) implemented by the Company as per the specification of CBS Interface, i.e. IBS.
- 21.2. The bidders have to undertake the integration with the CBS for data flow from CBS to Company's Website and Website to CBS.
- 21.3. In future, the solution should also be capable of seamless integration with Single authentication System (SAS) for User management / access control.
- 21.4. The solution should integrate with Company's SAS, SMS/ Mail solution.

## **22. Pilot Implementation:**

- 22.1. After completing the Presentation & Test in simulated environment, the selected Bidder will port the solution in the live cloud server to take the project forward for pilot implementation.
- 22.2. Company will conduct the pilot testing for the period of 1-2 weeks.
- 22.3. During the pilot testing, all the issues reported by the Company have to be fixed/resolved by the Bidder.
- 22.4. At the end of the successful conclusion of the pilot implementation phase, the solution shall be accepted by the Company.
- 22.5. The Bidder will be responsible for hosting, redesigning, developing and maintaining the website and version control for all the modifications / enhancements carried out.
- 22.6. The Bidder will be responsible for providing and updating system & user documentation as per the modifications.

**23. Roll out:**

- 23.1. After successful completion of Pilot implementation, the Company with the assistance of selected. Company at its discretion will roll out the solution in a single go or in a phased manner.
- 23.2. The implementation and roll out of the solution include the following activities.
  - 23.2.1. Assistance in Business Process Re-engineering
  - 23.2.2. Gap analysis and Customization
  - 23.2.3. Testing
  - 23.2.4. Pilot implementation and acceptance
  - 23.2.5. Roll out and enabling the functionalities

**24. Security**

- 24.1. Vendor will ensure the solution delivered is in conformity with security standards and is without any security vulnerability.
- 24.2. The solution should conform to the security requirements of the NHB, Respective Government Agencies and the Company and provide such regulatory requirements at no additional cost to company during the warranty and ATS period.
- 24.3. Vendor should conduct audit, Vulnerability Assessment and Penetration Test or any other audit /security audit as per the discretion of the Company time to time (Quarterly VAPT Compliance) of the solution supplied through their internal or external auditors. The vendor will attend and resolve the all the issues as pointed out in the observations of such audit without any additional cost.

**25. Uptime:**

- 25.1. The bidder shall guarantee uptime of **99.9%** for the solution provided, during the period of the Contract and also during ATS, if contracted, which shall be calculated on monthly basis.
- 25.2. The "Uptime" is, for calculation purposes, equals to the Total contracted hours in a month less Downtime. The "Downtime" is the time between the Time of Failure and Time of Restoration within the contracted hours. "Failure" is the condition that renders the Company unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Company acknowledges the same. The contracted hours for a day is 24 hours (1440 minutes).
- 25.3. If the Bidder is not able to attend the troubleshooting calls on solution working due to closure of the office/non-availability of access to the solution, the response time/uptime will be taken from downtime report the purpose of uptime calculation. The Bidder shall provide the Monthly uptime reports during the warranty period and ATS period, if contracted.
- 25.4. The Downtime calculated shall not include any failure due to company, third party and Force Majeure.
- 25.5. The percentage uptime is calculated on monthly basis as follows:

$$\frac{\text{(Total contracted hours in a month - Downtime hours within contracted hours)}}{\text{Total contracted hours in a month}} \times 100$$

## 26. Penalties/Liquidated Damages:

26.1 In case uptime for website falls below the guaranteed level, company will impose a penalty as given below. Further, if uptime of website during any month is less than 95%, company will not make any payment for that month.

Uptime	Penalty in % of total monthly maintenance payment
>=99.9	0
> 98 to < 99.9	5
> 97 to 98	10
> 96 to 97	15
> 95 to 96	20
< 95%	100

26.2 Company will impose the penalty, as given below for delayed response.

Severity	Section to be updated	Response Time	Resolution time	Penalty Time above resolution time	Penalty in % of Quarterly annual maintenance charges
Critical (P1)	Updation to be done related to Interest Rate, Financial Result, and Directors of the Company, Investor Corner, and Announcement, Service Charges, Regulatory or Ministry of Finance compliance.	5 Min	15 Min	> 15 Min - 30 Min	1.0%
				> 30 Min - 60 Min	2.0%
				>60 Min	5.0%
High (P2)	Banners, Various Loans/Scheme Rate	15 Min	30 Min	>45Min - 75 Min	1.0%
				>75Min - 105 Min	2.0%
				>105Min	5.0%
Medium (P3)	Other Information	15 Min	8 Hrs	>24Hrs	5.0%

Description	Penalty Time above resolution time	Penalty in % of Quarterly annual maintenance charges
Quarterly VAPT Compliance	Up to 10 Days	NIL
	11 to 20 days	3.0%
	>20 days	5.0%

## 26.3 Termination for Default

26.3.1 The Company, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the **Supplier**, may terminate the Contract in whole or in part:

- (a) If the **Supplier** fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Company; Or

- (b) If the **Supplier** fails to perform any other obligation(s) under the Contract.

**26.3.2** In the event the Company terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the **Supplier** shall be liable to the Company for any excess costs for such similar Products or Services. However, the **Supplier** shall continue performance of the Contract to the extent not terminated.

**26.4 Penalties/Liquidated Damages for non-performance:**

If the specifications of the RFQ are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Company reserves its right to invoke the Bank Guarantee.

**26.4.1** The liquidated damages shall be deducted / recovered by the company from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Company's right to levy any other penalty where provided for under the contract.

**26.4.2** All the above LDs are independent of each other and are applicable separately and concurrently.

**26.4.3** LD is not applicable for the reasons attributable to the Company and Force Majeure.

**27 Pricing & Payments:**

27.1 The Price offered to the Company must be in Indian Rupees and inclusive of Duties/Insurance/Freight/charges of road permit but Exclusive of GST etc. The Vendor has to quote the applicable taxes separately.

27.2 Prices payable to the Supplier as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

27.3 No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract including warranty period.

27.4 From the date of placing the order till the delivery of the solution, if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the solution, the benefit arising out of such reduction shall be passed on to the Company.

27.5 Applicable GST will be paid at actuals.

## 28 Payment Terms:

### 28.1 Payment schedule will be as under:

Sl. No.	Component	Payment Terms	% of payment
a.	Data Centre primary server, hosting & revamping of website (Enterprise wide License)	On Delivery of solution with enterprise wide License as per Scope of Work and implementation of the same to UAT.	20% of total order value
b.	UAT Sign-off	After Presentation, Customization, Implementation, Integration and UAT Sign-off by the Company officials.	20% of total order value
c.	Pilot Implementation	After roll out of the solution to the identified officials of the Company (Pilot testing period)	20 %of total order value
d.	Acceptance	After roll out of the solution and acceptance by the Company	30 %of total order value
e.	Warranty	10% of the total cost shall be paid only after completion of warranty period of 1 Year (or) On submission of a bank guarantee for equivalent amount by the vendor after releasing 90% payment.	10 %of total order value

28.2 Company will release the payment on completion of activity and on production of relevant solution. Please note that Originals of invoices (plus One Copy) reflecting Taxes & Duties, Proof of implementation/acceptance certificate duly signed by Company officials should be submitted while claiming payment in respect of orders placed.

28.3 Company will not pay any amount in advance.

28.4 Payment shall be released within 30 days of submission of relevant documents as per RFQ terms.

28.5 The payments will be released through NEFT / RTGS, after deducting applicable TDS, LD/Penalty, if any, and the Selected Bidder has to provide necessary Bank Details like Account No., Company's Name with Branch, IFSC Code etc.

## 29 Order Cancellation/Termination of Contract:

29.1 The Company reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Company in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:

29.1.1 Delay in delivery beyond the specified period for delivery of the Solution.

29.1.2 Serious discrepancies noted in the solution delivered.

29.1.3 Breaches in the terms and conditions of the Order.

29.2 The Company reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the company on the following circumstances:

29.2.1 Non submission of acceptance of order within 7 days of order.

29.2.2 Excessive delay in execution of order placed by the Company.

29.2.3 The selected bidder commits a breach of any of the terms and conditions of the bid.

29.2.4 The bidder goes in to liquidation voluntarily or otherwise.

29.2.5 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

29.2.6 The progress made by the selected bidder is found to be unsatisfactory.

- 29.2.7 If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 29.3 Company shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services during ATS period (If contracted).
- 29.4 In case the selected bidder fails to deliver the solution as stipulated in the delivery and installation schedule, the company reserves the right to procure the same or similar solutions from alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days prior notice to the bidder.
- 29.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Company reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Company may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the company within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 29.6 The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
- 29.7 In addition to the cancellation of purchase order, the Company reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

### **30 Warranty:**

The warranty period shall be 1 year from the date of acceptance of the solution by the Company. Vendor should provide onsite and off-site/remote warranty support for the Solution for warranty period and ATS and this would commence from the date System is declared ready for Operational Use or the system being used for its intended purpose by Can Fin Homes personnel, whichever is earlier. Warranty on application software should cover bug fixing. Any malfunctioning of vendor's Application Solution/Software due to incorrect interpretation of functionality by vendor would be treated as a bug for this purpose.

### **31 Annual Technical Support(ATS) (If Contracted):**

- 31.1 The Company, at its discretion may enter into Annual Technical Services (ATS) with the Bidder after completion of respective warranty periods. Bidder has quote ATS % in the Bill of Material without fail. Otherwise, bid will be liable for rejection.

## **D. GENERAL CONDITIONS:**

### **32 Resolution of Disputes:**

All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. In the event of absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators; one to be nominated by each party and the said arbitrators shall appoint a presiding arbitrator. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be Bengaluru, INDIA.

### **33 Legal Disputes and Jurisdiction of the court:**

- 33.1 The Company Clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFQ. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.
- 33.2 All disputes and controversies between CFHL and Bidder shall be subject to the exclusive jurisdiction of the courts in Bengaluru and the parties agree to submit themselves to the jurisdiction of such court as this RFQ/contract agreement shall be governed by the laws of India.

**ASSISTANT GENERAL MANAGER - IT**

**Annexure-1**

**Eligibility Criteria**

Can Fin Home Ltd invites, from service providers, sealed Bids for revamping/redesigning, hosting, development and maintain of Web site for the Company. The bidder should ensure that they satisfy the eligibility criteria given below.

Sl. No.	Eligibility Parameter	Bidder's Compliance (Yes/No)
1	The Bidder/Sub Contractor should be a registered Company in India as per Indian Companies Act, 1956.	
2	The solution provider/Sub Contractor should have turn-over of minimum Rs.5 crores during last two financial years (2016-17, 2017-18).	
3	The solution provider/Sub Contractor should have positive net worth and should be a profit-making in last 2 years (2016-17 and 2017-18).	
4	The solution provider/Sub Contractor should have proven and field-tested technology already in operation and should have experience of maintenance / designing/development of Website, for any Scheduled Financial institution/Housing Finance Company's / PSU in India at least for 2 years and must be in operations as on date.	
5	The solution provider/Sub Contractor should have development and support center in Bangalore & India. Also Bidder should have at least 50 employees in the organization.	
6	The Data Centre (DC)/DR where the websites will be hosted should be tier III and ISO 27001 and 22301 certified and should follow all the ISO process.	
7	Bidders/Sub Contractor must enclose GST registration certificate along with the tender documents	
8	The Bidder/Sub Contractor must provide reference of two clients for whom the bidder has implemented the web revamp solution/ new website development.	
9	The bidder/Sub Contractor should not be currently blacklisted by any bank / institution in India or abroad.	
10	The bidder/Sub Contractor should have an experience of developing source websites for payment processing.	
11	The bidder/Sub Contractor should have experience of development of websites in PHP & .NET platforms and Analytics and Tracking using analytical tools for last 3 (three) years.  (Copy of Work order / agreement along with completion certificate from customer towards use of development platform and analytics tools.)	

Signature  
Authorised Signatory

Seal of company

**Annexure-2**

**Scope of Work**

<b>Sl. No.</b>	<b>Scope of Work</b>	<b>Bidder's Compliance (Yes/No)</b>
1	Successful Bidder/Sub Contractor should be able to revamp and maintain website of Company for the period of three years from the date of implementation. However, if the Company desires, the contract may be extended for further two years after expiry of the original contract period on the mutually agreed terms/commercials.	
2	A Bidder/Sub Contractor should be a Service provider who should be able to redesign/revamp and host the website to give an uptime of 99.9%. The service provider along with website should manage and maintain Servers, software and networking, security equipment used to host the website	
3	Any other software component required in connections with the work will be supplied and maintained by the service provider.	
4	Migrate existing pages including content as well as database after redesign and reformat as per requirement.	
5	The data should reside only in India and can't go outside.	
6	Bidder/Sub Contractor should incorporate the content provided by Company in a way that is easy to understand, simple and attractive, search engine friendly.	
7	The Successful Bidder/Sub Contractor has to ensure; the data leakage is not there from bidder side. In case of any dispute of data leakage, successful bidder has to indemnify CFHL against any loss or damage arising out of loss of data.	
8	The design should organize business logic and presentation logic separately while developing and implementing the proposed system. Thus, restricting the database queries to be inserted inside the presentation and business logic, rather, it should be written in the database only.	
9	Bidder/Sub Contractor shall also undertake to carry out implementation / operationalization including move, add, and delete changes / customization of such software updates, releases, version upgrades. Bidder should update and maintain all supplied solutions to correctly reflect actual state of the setup at any point in time during the contract period.	
10	Site should be compatible in all major OS Platform (Mac OSX, Windows OS and Linux) and Browsers compatible with latest and previous 3 versions (Chrome, Safari, Firefox and IE)	
11	Bidder/Sub Contractor has to ensure compliance with all regulations/guidelines of NHB websites which were existing and for future also.	
12	Bidder/Sub Contractor shall provide post implementation technical support including any new feature, template or device integration e.g. tab / mobile.	
13	The license for the solution to be Enterprise level for all the modules/domains offered without any restriction on the users and all the licenses should be on CFHL. There should not be necessity of taking separate licenses for clients and different domains.	
14	Enterprise License would mean - Unlimited Client License for Company Branches in India, Company sponsored AHLC's & SO's, Subsidiaries and Associates both Domestic & International.	
15	After award of the contract, successful Bidder has to appoint a Project Manager who will be the single point of contact for the Company throughout the project cycle. Replacement of Project Manager should be informed to Company at the earliest.	

16	Escalation Matrix to be provided by the successful bidder at the start of the project and should adhere to it during the contract period. Any change in escalation matrix structure or contact person should be informed to concerned CFHL Officer immediately.	
17	Successful Bidder/Sub Contractor will also provide a comprehensive User Acceptance Test (UAT) Plan along with Technical Proposal covering every possible failure/negative scenarios. During Acceptance Test, Bidder shall also demonstrate and provide required documentation for Business Continuity of service in every failure scenarios.	
18	Bidder/Sub Contractor will also be responsible to provide necessary documentation such as Project Plan, SRS (Software Requirement Specifications), DSD (Design Specification Document), UAT (User Acceptance Testing), Test Plans, DRP (Data Recovery Plan) & BCP (Business Continuity Plan), Installation / Operational Manual, etc	
19	Successful Bidder/Sub Contractor has to provide training on CMS/Admin dash board to CFHL staff as per the requirement at a central location in Bangalore in our premises. Venue for the training will be provided by company. The cost of travelling/stay for trainers to be borne by bidder.	
20	Company will review and evaluate the performance of the Bidder on all aspects of Implementation of proposed end-to-end Website redesigning/revamping and hosting during contract period. In case the company is not satisfied with the performance of the Bidder and/or with the services being provided by Bidder, company reserves the right to impose penalty on the Bidder or cancel the contract and/or invoke Bid security/performance Guarantee.	
21	Vendor should allow regular/quarterly security audit of the system by company or its authorized agency as per their requirements and the company to ensure rectification of the audit observations as part of maintenance. Any audit/security enhancement proposed by the Government or Law enforcing agency should be carried out by the vendor at no cost to the company.	
22	Entire site should be optimized for faster and secured access. The delay in website response (Average response time < 1 Sec) shall be considered as deficiency of services and company may take suitable action which may lead to termination of the contract.	
23	VAPT compliance shall be submitted by the vendor within 10 days from the receipt of the report. Penalty will be imposed in case VAPT compliance is not submitted within 10 days after the report is shared by Company to the vendor.	
24	The service provider/Sub Contractor should provide accurate bandwidth for Data Transfer.	
25	The Bidder/Sub Contractor should arrange for the DC/DR site Visit as a part of the evaluation process.	
26	The website design needs to follow a new age, contemporary, minimalistic and parallax design style. Need to implement a consistent look and feel across all pages on the website and templatisation. Improve user experiences when interacting with the website through design, navigation etc. Improve information architecture to provide easier navigation and search capabilities.	
27	Revamped websites shall be WCAG 2.00 AA or above compliant.	
28	Site shall be implemented in English language from day one and provision thereof for regional languages (Hindi etc.).	
29	The corporate as well as online websites should not only be responsive across all devices (Mobile, Tablet, ipad, Desktop), but should have an adaptive framework for mobile devices.	
30	Content management system should be undergo as maker checker approval system.	

31	The design and development at all stages to adhere to Company's Branding Guidelines with regards to Font, Color, Text Size etc.	
32	Website to be revamped with latest technology and optimized for better Search engine results. This should include  <ol style="list-style-type: none"> <li>1. Intelligent Search Suggestions</li> <li>2. Handle SEO Keyword Searches</li> <li>3. Handle Misspelled Search terms</li> <li>4. Eliminate Expired Page Errors.</li> <li>5. Show last search query in Search Box</li> </ol>	
33	Website to be revamped with latest technology to have interactive web pages and provision to have Chatbot facility, online demo/video and integrate with social media like Facebook, twitter. Sharing of pages / Posting option from website to be available to visitors as per Company's requirement. Also add all social media plug-in tools in website i.e. share, like, quote sharing tool, Facebook messenger send button, and Facebook save button, etc. to share few lines/complete text from web page directly in Facebook or any other social media platform post.	
34	All locators (branch / R.O) should have google map integration with directions and address of the Branch / R.O. The locators need to be geo location enabled, wherein the user will be by default shown the Branch / R.O of the location that the user is accessing the website from.	
35	Photo/ video gallery to be in a Pinterest format which can be published / unpublished from the backend. The videos can be arranged in priority order as defined by the company in the backend. The priority order can also be edited from the backend.	
36	The website will have a mega menu with in context marketing space for cross selling or information depiction. All menus / sub menus / headings etc to have an icon and the same should be without any copyright issue. All the elements in the menu to be easily updated from the backend without code level changes.	
37	The bidder/Sub Contractor shall provide support for Content Management Solution/System for posting and managing the overall content of the website.	
38	The proposed CMS should have Built-in Responsive, rules-based design engine and simulator for testing responsive pages.	
39	The CMS should have ease of use by providing simple drag and drop functionality while adding content/widgets to pages and needs to have an easy to operate page template editor with drag and drop functionality.	
40	The proposed CMS should have ability to upload Video content to CMS and ability to play the same through the integrated video player. Also through image wizard the proposed CMS should control how the image galleries will be displayed on the pages.	
41	The CMS should create SEO-friendly URL's for each and every page. If pages are later moved or renamed, CMS should configure an HTTP 301 Permanent Redirect to notify search engines. The Proposed CMS should do these tasks automatically. Also should have features for users to override such Automatic activities to customized settings. The proposed CMS should have built-in support for SEO like Meta tags, Canonical URLs, extension less URLs.	
42	The CMS Should build the Sitemap.xml file automatically based the site map created in the CMS.	
43	Movement of approved contents and changes should be automatic/ as per planned and stipulated date and time. Rollbacks should be simple with minimal steps. Workflow must support automation from within including mail/ SMS reminders on due items and actions pending at various levels including appropriate escalations.	
44	The CMS should have ability to synchronize the updated contents from UAT environment to Production. Also should have ability to select the items that are to be synchronized from UAT to production and the provision to schedule the synchronization.	

45	The CMS should have multiple site management to manage a collection of websites and microsities through a centralized interface. The Content authors should be able to easily contribute to multiple websites, or utilize content from other websites. Also CMS should be easily able to share and synchronize Users, roles, content, permissions, and templates between sites.	
46	CMS system must support non-IT literate users to operate the contents within the overall rules and workflow laid down. This will include creating contents, editing, publishing across all modes including text, video etc. Images & contents should be adaptive and responsive to all formats, browsers, devices sizes, resolutions, etc.	
47	CMS should have a simple interface for defining segments through various criteria such as where the visitor came from, what they searched for, their location, duration of their visit. Ability to define custom criteria and should have any combination of AND/OR criteria to define segments.	
48	The CMS should have a detailed logging of all activities performed by the Backend user on the CMS and features in the Audit trail module to track changes and actions in the system. Also feature to register events such as when a page disappears because it was deleted or moved, when the content of a page is broken due to the widget having been updated, or when an image reference is broken. Also log changes in the configurations.	
49	Archival of part or whole of the site should be supported with easy restoration capability. Usage statistics, high/low, peak traffic etc. should be supported.	
50	The service provider/Sub Contractor may host the server in a data center owned by them or in a third party data center. If third party data center is offered then the service provider should have a business relationship of at least 3 years with back-to-back agreement to ensure that the web site has an uptime for 99.9% and also should provide a copy of agreement to the company.	
51	The service provider/Sub Contractor will be single point of contact to provide all the services for the Website to be hosted. However service provider will provide the Company details of the Data center and should ensure that it complies with the standards	
52	The Data center must have at least two web sites hosted and continues to be in successful operation for Private/PSU or Foreign Bank/HFC's in India.	
53	All systems and related services to be supplied under the Contract shall have their origin in countries allowed as per the prevailing Import Trade Control Regulations in India.	
54	The content management should allow impersonating any segment and preview the customer experience on any device with the help of the mobile device emulators.	
55	Proposed solution should have hosting environment which includes VPS server, virtual firewall, managed services, backup services, and management of OS & SQL DB.	
56	Proposed solution should have new look & feel, CMS Creation, Responsive site, Integration with SMS gateway and development of Dynamic software proposed by Can fin (Online applications for loans (Home loan, Non-Home loan, Admin Section (Centralized), Online Grievance Redressal, Tenders - Live/Archive, News & Announcements, Network locator (Branch/Housing Loan Center/Satellite Office), Interactive Calculators - ROI, EMI, Deposit etc. with Graphical presentation slide etc.)	
57	Proposed solution should have Value Added Feature - like Online Career Application, Admin Section, Feedback, Enquiry Form etc.	

Date

Signature with seal

Name :

Designation :

**Annexure-3**

**Non-Disclosure Agreement format**

(To be given on the Company's Letter Head)

WHEREAS, we, \_\_\_\_\_,  
having Registered Office at \_\_\_\_\_, hereinafter referred  
to as the Bidder, are agreeable to Revamping / Redesigning, Hosting, Development &  
Maintenance of Can Fin Homes Ltd website, having its office at 29/1, Sir M N Krishna Rao  
road, Basavanagudi, Bangalore 560 004 hereinafter referred to as the Company and,

WHEREAS, the Bidder understands that the information regarding the Company's website  
information shared by the CFHL in their Request for quotation is confidential and/or  
proprietary to the Company, and

WHEREAS, the Bidder/Sub Contractor understands that in the course of submission of the  
offer for **"CFHL Website Revamping / Redesigning, Hosting, Development &  
Maintenance"** and/or in the aftermath thereof, it may be necessary that the Bidder may  
perform certain jobs/duties on the Company properties and/or have access to certain  
plans, documents, approvals or information of the Company; NOW THEREFORE, in  
consideration of the foregoing, the Bidder agrees to all of the following conditions, in order  
to induce the Company to grant the Bidder specific access to the COMPANY's  
property/information. The Bidder will not publish or disclose to others, nor, use in any  
services that the Bidder performs for others, any confidential or proprietary information  
belonging to the COMPANY, unless the Bidder has first obtained the COMPANY's written  
authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by  
the COMPANY or, prepared or produced by the Bidder for the purpose of submitting the  
offer to the COMPANY for the said solution, will not be disclosed during or subsequent to  
submission of the offer to the COMPANY, to anyone outside the COMPANY.

The Bidder shall not, without the COMPANY's written consent, disclose the contents of this  
Request for Quotation (Bid) or any provision thereof, or any specification, plan, pattern,  
sample or information (to be) furnished by or on behalf of the COMPANY in connection  
therewith, to any person(s) other than those employed/engaged by the Bidder for the  
purpose of submitting the offer to the COMPANY and/or for the performance of the  
Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in  
confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name :

Designation :

**Annexure-4**

**Compliance Statement**

**SUB: Website Revamping / Redesigning, Hosting, Development & Maintenance of Can Fin Homes Ltd websites.**

**Ref: Your RFQ dated 20/06/2018**

**DECLARATION**

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Company. We also agree that the Company reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFQ.

Compliance	Compliance (Yes / No)	Remarks / Deviations
Terms and Conditions		
Scope of Work		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name :

Designation :

**Annexure-5**  
**Undertaking Letter Format**

**SUB: Website Revamping / Redesigning, Hosting, Development & Maintenance of Can Fin Homes Ltd websites.**

**Ref: Your RFQ dated 20/06/2018**

We understand that Company shall be placing Order to the Selected Bidder exclusive of taxes only.

We also confirm that we have quoted Components with percentage of service GST.

We are agreeable to the payment schedule as per “Payment Terms” of the RFQ.

Date

Signature with seal

Name :

Designation :

**Annexure-6**  
**Escalation Matrix**

**SUB: Website Revamping / Redesigning, Hosting, Development & Maintenance of Can Fin Homes Ltd websites.**

**Ref: Your RFQ dated 20/06/2018**

**Name of the Company:**

**Delivery Related Issues:**

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact (If response not received in 6 Hours)					
b.		Second level contact (If response not received in 12 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in One week)					
e.		Order to be placed on					

**Service Related Issues:**

Sl. No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Fax	Email address
f.		First Level Contact (If response not received in 1 Hours)					
g.		Second level contact (If response not received in 4 Hours)					
h.		Regional/Zonal Head (If response not recd in 24 Hours)					
i.		Country Head (If response not recd in 48 Hours)					

**Any change in designation, substitution will be informed by us immediately.**

Date

Signature with seal

Name :

Designation :

**Annexure-7**

**Manufacturer/Authorised Distributor in India Authorization Form**

[Note: This Format Letter should be on the letterhead of the manufacturing concern/Distributor and should be signed by an Authorised Signatory of the manufacturer/Authorised Distributor. This Format is for reference only. However should contain the Para 1, 2 & 3]

No. \_\_\_\_\_ dated \_\_\_\_\_

The Asst. General Manager - IT,  
CAN FIN HOMES LTD,  
REGISTERED OFFICE,  
29/01, SRI MN KRISHNA RAO ROAD  
BASAVANAGUDI  
BANGALORE-560 004

Dear Sir,

**SUB: Website Revamping / Redesigning, Hosting, Development & Maintenance of Can Fin Homes Ltd websites.**

**Ref: Your RFQ dated 20/06/2018**

We \_\_\_\_\_ who are established and reputed Owner/manufacturers of \_\_\_\_\_ having factories/development facilities at 1) \_\_\_\_\_ and 2) \_\_\_\_\_ do hereby authorise M/s \_\_\_\_\_ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Indian Distributor) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates for our products for a period of six years from the date of submission of this tender.

We (Manufacturer/Indian Distributor) also confirm that we will ensure all product upgrades (including management software upgrades and new product feature releases) are provided by M/s ..... for all the products quoted for and supplied to the company during the three years product warranty period. In case this is not considered while quoting and in the event M/s ..... fail in their obligations to provide the upgrades within 30 days of release/announcement, we hereby confirm that we will provide the same to the company at no additional cost to the company and we will directly install the updates and upgrades at the company's premises.

Yours faithfully  
(Name)  
For and on behalf of

M/s-----

**Annexure-8**  
**Bill of Material**

**SUB: Website Revamping / Redesigning, Hosting, Development & Maintenance of Can Fin Homes Ltd websites.**

**Ref: Your RFQ dated 20/06/2018**

**Note:**

1. These details should be on the letter head of Bidder and each & every page should be signed by an Authorised Signatory with Name and Seal of the Company.
2. Do not change the structure of the format nor add any extra items.
3. No counter condition/assumption in response to Commercial Bid (Indicative) will be accepted. Company has a right to reject such bid.

**Table A**  
**Price Details - Revamping of CFHL Website**

**Prices for one-year warranty period [Amount Indian Rupees]**

Sl. No.	Requirements	Cost Price			
		Website Solution (Enterprise License) including One year warranty period (Excl. of Taxes)	Tax for Column A		Website Solution (Enterprise License) including One year warranty period (Incl. of Taxes)
		A	B % of tax	C Tax Amt	D=A+C
1.	Website Hosting Charges				
2.	Website Revamp, Development & Maintenance Charges				
3.	Total Cost [ total of column D of 1 and 2]				

**Prices for next year after warranty period\* [Amount Indian Rupees]**

Sl. No.	Requirements	Cost Price			
		Website Solution (Enterprise License) after One year warranty period (Excl. of Taxes)	Tax for Column A		Website Solution (Enterprise License) after One year warranty period (Incl. of Taxes)
		A	B % of tax	C Tax Amt	D=A+C
1.	Website Hosting Charges				
2.	Content Management & Website maintenance				
3.	Total Cost [ total of column D of 1 and 2]				

\*Above prices will remain the same for next 4 years after warranty period.

Date:

Signature with Seal  
Name & Designation:

## **APPENDIX-A**

### **Instructions to be noted while preparing/submitting RFQ**

The quotation should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be filed and paginated (serially numbered) with seal and signature of the authorized signatory.

- 1) Bidder's Profile as per Annexure-1
- 2) Scope of Work as per Annexure-2
- 3) Non-Disclosure Agreement as per Annexure-3
- 4) Compliance Statement as per Annexure-4
- 5) Undertaking letter as per Annexure-5
- 6) Escalation Matrix as per Annexure-6
- 7) Manufacturer/Authorised Distributor in India Authorisation Form as per Annexure-7
- 8) Bill of Material as per Annexure-8
- 9) Track Record of Past Implementation of Projects towards Website Revamping / Redesigning, Hosting, Development & Maintenance across the Country covering Name and addresses of major clients and email ids, telephone numbers (landline and mobile no), fax numbers of their contact executives etc
- 10) Write up on the Work Experience / Expertise of Website Revamping / Redesigning, Hosting, Development & Maintenance.
- 11) Bidder should have central help Desk available on 24x7x365 basis for support and compliant booking. Details of the Help Desk phone no. & email ID has to be provided.

**Appendix-B**

**Proforma of Bank Guarantee for Contract Performance**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To : The Asst. General Manager - IT,  
CAN FIN HOMES LTD,  
REGISTERED OFFICE,  
29/01, SRI MN KRISHNA RAO ROAD  
BASAVANAGUDI  
BANGALORE-560 004

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to deliver **Website Revamping / Redesigning, Hosting, Development & Maintenance of CFHL Website** and provide training or demo to your personnel related to Website Revamping / Redesigning, Hosting, Development & Maintenance in Can Fin Homes as per their Contract dated \_\_\_\_\_with you (hereinafter referred to as “the CONTRACT” )

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause \_\_\_\_\_ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, \_\_\_\_\_and local office at \_\_\_\_\_,India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE WE (Name of the issuing Bank) through our local office at \_\_\_\_\_ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract

and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

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

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ Only)
- ii. This guarantee shall be valid upto \_\_\_\_\_ and ;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Bengaluru on or before \_\_\_\_\_ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

For and on behalf of

\_\_\_\_\_ BRANCH MANAGER SEAL ADDRESS PLACE