



**Govt. of India
Central Water Commission**

Tender Document

*For
ACR/APAR Management Software at
CWC Headquarters*

(Under Two-bids System)

Software Management Directorate
Room No. 627(S)
Sewa Bhawan, R.K. Puram
New Delhi – 110 606
Tel: 011-26195524 / 26177136
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Cost of Tender Document: Rs. 500/-

(Tender No. CWC/SMD/IV/10/2010/1607)

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

This Tender document contains 19 pages (excluding cover)

Issued to : _____

Date of receipt of tender fee : _____

Date of issue : _____

Signature of the issuing
Authority & Stamp : _____

IMPORTANT DATES

Date	Description
15.03.2011 to 30.03.2011	Sale of Tenders (during office hours).
25.03.2011	Last Date of seeking clarification, if any
30.03.2011	Last date for submission of completed tenders (at or before 14:30 hrs.)
30.03.2011	Opening of Technical bids (at 15:00 hrs.)

**Government of India
Central Water Commission
Software Management Dte.**

**NOTICE INVITING TENDERS (NIT)
(Tender No. CWC/SMD/IV/10/2010/1288)**

1. The Deputy Director, Software Management Directorate, Central Water Commission (CWC), New Delhi on behalf of the President of India invites sealed tenders under two-bid system for the ACR/APAR Management Software to be supplied, installed and commissioned at CWC Head Quarters, from eligible tenderers who meet following eligibility criteria:
 - a. The bidder should be Original Solution Provider for the ACR/APAR Management Software being quoted.
 - b. The bidder should be ISO certified company registered under Company Act of India. The bidder should also be registered with Service Tax Department of the Govt. Of India.
 - c. The bidder should have core competence in providing software solutions and must have deployed and supported ACR/APAR Management Software deployments in the past in the Government Departments/ PSUs.
2. The bidder should have successfully completed works during the last 7 years as on 28.02.2011 as under:
 - i) Three similar completed works costing not less than Rs.5.5 lacs each or
 - ii) Two similar completed works costing not less than Rs. 8.5 lacs each or
 - iii) One similar completed work costing not less than Rs. 11 lacs eachAND
 - iv) One completed work of any nature costing not less than 5.5 lacs with Central Government Department/Central Autonomous Body/Central Public Sector undertaking.
3. It is a two stage tender process comprising of technical and financial bids. EMD is Rs. 30,000/- (Rupees Thirty thousand only)
4. In the financial bid, tenderer should indicate prices for a) Supply, Installation of software, filling up of all forms, scanning and uploading of ACR/APARs and b) AMC for three years period. The rates quoted for (a) shall be considered for financial evaluation of tenders.
5. Other conditions and details may be read from the tender document. Interested eligible tenderers may inspect the tender document at the office of the Deputy Director, Software Management Directorate, CWC or on web site at URL: www.cwc.gov.in
6. The tender document shall be made available for sale from 15.03.2011 to 30.03.2011 during office hours on all working days. A complete set of tender document may be purchased by interested eligible tenderers on payment of non-refundable fee of Rupees 500/- by demand draft in favour of *DDO-II, CWC* payable at New Delhi or by cash payment to Cashier, CWC Headquarter or downloaded from website and cost of tender document paid along with tender by DD.
7. Tenders (Both technical and financial bids) must be delivered in the office of the Deputy Director, Software Management Directorate, CWC on or before 14:30 hours, 30.03.2010 and must be accompanied by EMD of the amount as indicated above in the format prescribed in tender document.
8. Technical bids shall be opened in the presence of the Tenderers or their representatives who choose to attend at 15:00 hrs on 30.03.2011 in the office of the Deputy Director, Software Management Directorate, CWC.

Government of India
Ministry of Water Resources
Central Water Commission
Software Management Dte.
627 (S), SewaBhawan, R.K.Puram, New Delhi-110 606

SCOPE / OBJECTIVE

Central Water Commission is a premium organization under Ministry of Water Resources, with its Headquarter at Sewa Bhawan, R.K.Puram, New Delhi. It has staff strength of over 3000 employees. With a view to achieve easy management and retrieval of ACR/APARs of the employees, CWC endeavours to purchase & install ACR/APAR Management Software at its Headquarters.

1. TECHNICAL SPECIFICATIONS

1.1 The Detailed Technical Specifications requirements of the required ACR/APAR Management Software proposed to be purchased & installed is enclosed in Annexure-I. The bidder must quote for the following :

- A)
 - i) **ACR/APAR Management Software**
 - ii) **Filling of all forms of software**
 - iii) **Scanning of ACR/APARs at consignees locations, and uploading of the respective ACR/APARs and**
- B) **AMC for a period of three years after warranty period including scanning and uploading of ACR/APARs in that period**

1.2 The following list of enclosures (besides other necessary documents as required under eligibility criteria) should be submitted which should be properly numbered and indexed along with signatures of the authorized representative of bidders.

- 1.2.1 Necessary detailed technical write up highlighting the features of the solution offered.
 - 1.2.2 List of important organizations where product installed.
 - 1.2.3 Certificate to the effect that the offered/quoted product conforms to the tender specification.
 - 1.2.4 Any other document which the bidder may consider necessary to support the product /bid.
- 1.3 The solution shall be of the latest version and if any improvements or version or updates are made during the warranty period, those improvements shall be provided Free of Cost to CWC. Subsequent to the Warranty period any improvements made in the solution shall be intimated to CWC and bidder shall supply the modifications / updates to CWC at mutually agreeable terms.
- 1.4 The bidder shall give solution support/warranty for 24 months from the date of taking over after commissioning by the consignee during which, service should be provided free of cost. After warranty period, services by way of Annual Maintenance service contract should be provided at nominal cost, if required

2. ELIGIBILITY CRITERIA

- 2.1 The bidder should be Original Solution Provider for the ACR/APAR Management Software being quoted. An undertaking to this effect should be provided by the bidder.
- 2.2 The bidder should be ISO certified company registered under Company Act of India. The bidder should also be registered with Service Tax department of the Govt. Of India. The bidder should submit valid documentary proof of its sales Tax/VAT number, Service Tax registration number and also details of Income Tax Registration/ PAN/TIN.
- 2.3 The bidder should have core competence in providing software solutions and must have deployed and supported ACR/APAR Management Software deployments in the past in the Government Departments/ PSUs. The agency must submit requisite work order along with one of the following documentary proofs:
- (a) Corresponding "Project Completion certificate"
 - (b) Corresponding "Acceptance Certificate"
- 2.4 The bidder should have successfully completed works during the last 7 years as on 28.02.2011 as under:
- i) Three similar completed works costing not less than Rs. 5.5 lacs or
 - ii) Two similar completed works costing not less than Rs. 8.5 lacs or
 - iii) One similar completed work costing not less than Rs. 11 lacs

AND

One completed work of any nature costing not less than Rs. 5.5 lacs with Central Government Department/Central Autonomous Body/Central Public Sector undertaking.

Note:

- A. Compliance with the eligibility criteria should be indicated item-wise in a separate sheet with the page number of the supporting document (in the following format).

S.No	Eligibility Criteria	Compliance (Yes/No)	Reference of Enclosed Proof
2.1			
2.2			
2.3			
2.4			

- B. CWC reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria. If the tender were not accompanied by all the above documents mentioned, the same would be rejected. Undertaking for subsequent submission of any of the above document will not be entertained.

3. Earnest Money Deposit

- 3.1 Earnest Money Deposit (EMD) of Rs. 30,000/- (Thirty Thousand only) must be submitted, by Demand Draft / Pay Order of any scheduled nationalized/commercial bank drawn in favour of "DDO-II, CWC", payable at New Delhi.
- 3.2 No Bank Guarantee towards EMD will be acceptable.
- 3.3 The EMD, without any interest accrued will be refunded as follows:
- a) In the case of those Bidders who fail to qualify the eligibility criteria, and whose Technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of TEC (Technical Evaluation Committee)'s recommendations by competent authority.
 - b) In the case of those Bidders who are unsuccessful, the Earnest Money Deposit (EMD) will be refunded without any interest accrued within one month of the acceptance of FEC (Financial Evaluation Committee)'s recommendations by the competent authority.

4. TENDER SUBMISSION

- 4.1 The Tender should be submitted in three parts. Each part should be submitted in a separate, sealed, inner covers. The detail of each part is as given below:
- 4.1.1 Part I: EMD as per Clause 3. The envelope containing Part I should be superscripted as "*Tender for ACR/APAR Management Software- EMD*"
 - 4.1.2 Part-II: Technical bid as per specifications and eligibility requirements. The envelope containing Part II should be superscripted as "*Tender for ACR/APAR Management Software- Technical Bid*".
 - 4.1.3 Part III: Financial bid as per Annexure II for the quoted product. The envelope containing Part III should be Superscripted as "*Tender for ACR/APAR Management Software- Financial bid*". All prices are to be quoted in Indian Rupee and indicated both in figures and words.
 - 4.1.4 The outer cover in which these sealed inner covers are placed should be addressed to the Deputy Director, Software Management Directorate, Central Water Commission, Room No. 627 (S), Sewa Bhawan, R.K.Puram, New Delhi-110606 without giving any indication that it contains the tender.
- 4.2 The tender must reach the above mentioned addressee complete in all respects, latest by 14:30 Hrs on 30.03.2011, otherwise it will be rejected.

5. OPENING OF BIDS

- 5.1 The tender bids will be opened at 15:00 Hrs on 30.03.2011 at CWC Headquarters.
- 5.2 The sealed covers containing EMD (Part-I) only will be opened in the first instance in the presence of bidder's representatives at 15:00 Hrs on 30.03.2011.

- 5.3 Technical bids (Part II) of only those bidders whose EMD is found to be in order; will be opened subsequently in the same session for further evaluation. One representative per bidder would be permitted to be present at the time of opening the tender.

6. EVALUATION OF TENDER

- 6.1 A duly constituted Technical Evaluation Committee (TEC) will shortlist the Technical Bids on the basis of eligibility conditions.
- 6.2 The short listed bidders will give a presentation of the quoted product as per specifications set out in the Annexure-I for evaluation, as per the schedule to be intimated to them. If the bidder fails to give a presentation for Technical Evaluation, within the stipulated time frame given by CWC, their bid shall be rejected.
- 6.3 For Technical evaluation, bidders have to ensure the availability of appropriate specialist and documentation, from their organisation for interacting with the TEC and evaluation team. In case the bidder fails to arrange the specialist and the proper documents, the defaulting bidder shall be taken off the tender evaluation process and the bid will stand rejected.
- 6.4 Based on the evaluation results of the product complying with the specification/requirements in Annexure-I, bidders will be short listed further. Names of short listed bidders whose Technical Bids qualify shall be announced to the respective bidders, for the opening of Financial Bids.
- 6.5 The Financial Bids of only those bidders who qualify technically shall be opened in the presence of their representatives on a specified date and time to be intimated to the respective bidders. The same shall be evaluated by a duly constituted Financial Evaluation Committee (FEC). THERE WILL BE NO NEGOTIATIONS REGARDING THE FINANCIAL BIDS. However, if CWC considers necessary, following the interaction on software requirements with the technically qualified bidders, revised Financial Bids could be called for from the technically short listed bidders, before opening the original financial bids for recommending the final bidder.
- 6.6 The financial bid shall be submitted as per Annexure-II.
- 6.7 The lowest quoting bidder (LQ-1) shall be calculated as follows :
- The total price quoted in Annexure-II item 'A', shall be considered for calculating LQ-1 bidder.
- 6.8 Subsequent to the opening financial bids, the documents produced by LQ-1 bidder shall be verified for authenticity. If any of the documents based on which the bidder is qualified, found to be ingenuine, the LQ-2 bidder shall be given an opportunity, if the LQ-2 bidder agrees to match the lowest unit prices of LQ-1.

7. DELIVERY AND INSTALLATION

- 7.1 The complete delivery and installation has to be within a maximum period of SIX WEEKS from the date of Work Order and commissioning and handing over within a maximum period of TWENTY FIVE WEEKS from the date of Work Order. The schedule given for delivery and installation at site and/or testing and acceptance is to be strictly adhered to.

Any unjustified and unacceptable delay in delivery and installation beyond the delivery schedule as per Work Order will render the vendor liable for penalty as per Annexure III. Thereafter CWC holds the option for cancellation of the Order, and procure the same from any other vendor, forfeiting the EMD/ Security Deposit of the vendor. Also CWC has the option to procure from alternate sources at the risk and cost of the vendor.

- 7.2 The solution must be supplied in full as per specifications for acceptance. Testing and acceptance of the supplied solution will be done at the actual sites of installation. The acceptance tests will include the running of the software for evaluation. The solution must give same performance results as shown during initial evaluation tests. The delivered items, in addition to meeting the evaluation tests, should also contain the same or better subsystem as were given at the time of initial evaluation tests. Failure to fulfil any of the above mentioned conditions will entail cancellation of the Work Order along with forfeiture of the EMD/Security Deposit.
- 7.3 CWC reserves the right to reject any solution, if found unsuitable and/or not conforming to the approved specifications.

8 PAYMENT TERMS

- 8.1 The payment shall be made on the actual number of ACR/APARs scanned and uploaded and for actual number of employees.
- 8.2 A pre-receipted bill shall be submitted in quadruplicate in the name of "Deputy Director, Software Management Directorate" at the location mentioned in the Work order. The payment of the bills will be made after complete delivery, testing and acceptance of the product and on submission of Bank Guarantee as per Clause 9.8. The payment criteria will be as follows:-

Sl. No.	Milestone achieved	Payment percentage
1	After installation and acceptance Software.	60% of Sl. No. 1 of item A of Annexure II
2	After successful commissioning including scanning and uploading of approx 15000 ACR/APARs.	40% of Sl. No. 1 of item A of Annexure II PLUS 80% of sl nos. (2+3) of item A of Annexure II, based on actual number of ACR/APARs
3	After successful completion of every 12 months of warranty period including scanning and uploading of ACR/APARs during that period.	10% of sl nos. (2+3) of item A of Annexure II, based on actual number of ACR/APARs PLUS 100% of sl no. 3 of item A of Annexure II, based on actual number of ACR/APARs during that period

9. GENERAL TERMS AND CONDITIONS

- 9.1 Any attempt by any bidder to bring pressure, suppression of facts, misrepresentation of facts etc or any other kind of malpractice shall disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for CWC tenders in future for a period of three years.
- 9.2 In the event the bidder's company the concerned division of the company is taken over / bought over by another company, all obligations under the agreement with CWC, should be passed on for compliance by the new company in the negotiation for their transfer.
- 9.3 CWC will not be responsible for any delay on the part of the bidder in obtaining the tender or the submission of the tender bids.
- 9.4 The offers submitted by telex/telegram/FAX/Email or any manner other than that specified under Clause-4 will not be considered. No correspondence will be entertained on this matter.
- 9.5 The prices in Indian Rupees should be quoted separately for each component given in the Annexure-II inclusive of Documents such as Technical and User manuals, testing and installation charges at site and training and warranty conditions (Annexure IV). Excise duty and sales tax as applicable should be quoted separately, failing which these are not payable extra.
- 9.6 Printed conditions mentioned in the tender bids will not be binding on CWC. All the terms and conditions for the supply, testing and acceptance, payment terms, penalty (Annexure: III) etc will be as those mentioned herein and no change in the terms and conditions by the bidders will be acceptable. Alterations if any in the tender bids should be attested properly by the bidder, failing which, the tender will be rejected.
- 9.7 In the case of bidders whose tenders are accepted for placing the order, bidders will give Performance guarantee on acceptance of order, which will be equal to 5 % (five percent) of the cost of the respective bid. Earnest Money Deposit will be refunded on receipt of Performance Guarantee from the bidder. Performance Guarantee will be in the form of Bank Guarantee drawn in the name of "**DDO-II, CWC**" valid for a period of two months beyond the expiry of warranty period.
- 9.8 The quotation should clearly mention the hardware requirements of the software which shall be provided by the consignee.
- 9.9 The software should be protected and data keyed in should be safe and secure from all threats besides use by unauthorized personnel. A certificate by any CERT-IN empanelled security auditors should be submitted, before commissioning.
- 9.10 The bidder should fulfil the following conditions during warranty period:
- i) Any upgrades in the items should be provided immediately.
 - ii) The APARs received during the period by the respective sections shall be scanned and uploaded.
 - iii) If there is any change in procedure for APARs (such as online submission etc)

notified by the Government of India, the same shall be incorporated in the software at no extra cost, during the Warranty/AMC period.

- iv) The bidder shall be the single point of contact for CWC and shall be solely responsible for all warranties and upgrades etc. An undertaking to this effect should be submitted by the bidder.
- 9.11 During the validity of the contract, including the extended period, benefits due to any change in the basic cost or due to reduction in Govt. levies will be passed on to CWC. In the event of increase in Govt. levies subsequent to the finalization of the panel/tender, CWC shall consider the request of vendor on production of supporting documents.
- 9.12 CWC reserves the right to reject any proposal which has a poor record of supply and to investigate or ask for more detailed information on any record(s) which the bidder shall promptly respond in detail.
- 9.13 CWC reserves the right to cancel this tender or modify the requirement without assigning any reasons. CWC will not be under any obligation to give clarifications for doing the aforementioned.
- 9.14 The selected bidder shall ensure and undertake as written assurance/guarantee/ commitment to CWC on the following:
- That, the product/upgrades supplied by them shall perform with optimal efficiency for functionalities/job-heads of the Technical specifications in the tender document. In addition, the bidder shall specify additional functionalities of their product enabling CWC to assess and decide on its implications.
 - That, the bidder shall maintain absolute confidentiality on the information with respect to CWC and related details, which the vendor becomes aware of during interaction with CWC personnel.

Sd/-
Deputy Director
Software Management Directorate

Specifications Requirement for ACR/APAR Management Software

1. *It* should be highly customizable & user friendly and should operate in Windows environment.
2. *It* should be highly secure with login access/ role based access and security for all employees, administrators (at least three) & session expiration on idling.
3. The software should be compatible to Microsoft operating systems.
4. The front page for software should have templates for adding officer details, adding/uploading ACR/APAR, adding Dossier Movement, Managing Dossier Movement including bulk movement of dossiers, adding a posting, adding/updating Promotion, Special Remarks, adding benchmark grading etc.
5. *It* should have facility to Archive the data of Officers related to retirement and non-current/expunged ACRs.
6. *It* should be able to generate reports regarding availability of ACRs and their movements etc.
7. *It* should be capable of filtering ACRs of individuals based on name/discipline/rank or designation/ID No./Establishment (admin) No./Grading.
8. *It* should have facility for both grading and grading based on numbering as per Government of India orders.
9. *It* should have facility for entering the adverse remarks, if any and Integrity issues.
10. *It* should have facility for sending a) e-mail reminders for missing APARs to the concerned employee, his reporting and reviewing officers b) e-mail to each of the employees along with a copy of the newly uploaded APAR. c) e-mail to those employees against which there is an entry in the adverse remarks field. d) e-mail to those employees whose final grading is below bench mark grading.
11. *It* should have check fields for Vigilance issues, such as penalty, suspension, prosecution, charge sheet etc.
12. *It* should have facility for entering grading given by reporting officer, reviewing officer, grading after representation and grading after 2nd representation.
13. *It* should have facility for uploading of representation, if any by the employee and final ACR/APAR after decision by the competent authority. An e-mail along with the final ACR/APAR should go to the concerned employee.
14. Portability of Database: Usability of Databases by any other popular Software Packages (eg. MS Excel etc) should be ensured.
15. *It* should have facility of auto-back up in a separate backup server.
16. Flexibility of adding/removing fields from Reports should be built in.
17. Different options for Report formatting like :
 - a. Header/Footer on each page
 - b. Page numbering
 - c. Creating/Print Date
18. In-built Mechanism to get soft copy of the reports in at least 4 formats like word file, Excel file, HTML file, pdf file.
19. There should be at least 2-3 extra fields which can be used as Flags for monitoring.
20. The feel and look of the front pages should be customized as per requirements of the CWC.

Annexure II

A) Supply, Installation of Software, Data entry, Scanning and Uploading

Sl.No.	Description	Qty.	Unit Rate (in rupees)	Amount in Rupees (Both in figure & words)
1.	Supply and Installation of ACR/APAR web base Management Software	1		
2.	Data Entry of all relevant forms of the software for each of the employee.	15000*		
3.	Scanning of ACR/APARs at consignees locations without disturbing the form of ACR/APAR and uploading at the concerned location for each employee.	3040*		
			Taxes, if any	
			Total	

*Tentative number –may vary slightly

B) AMC after warranty Period

Sl. No.	Description	Amount	
1	AMC for three years after warranty period which includes scanning and uploading of APARs during this period	AMC charges per year	
		Scanning and uploading per ACR/APAR	

Annexure III

PENALTY IN CASE OF DELAY (Clause 7.1)

SL. No.	Activity	Rate
1	Failure in maintaining Delivery and Installation Schedule	1. 0.2% per day upto for 30 days. 2. After 30 days CWC may cancel Work order and performance guarantee will be forfeited.
2.	Maintenance during warranty period	0.05 % of the software value if not rectified within 72 hours.

Annexure IV

Training and Support during Warranty Period (Clause 9.6)

SL. No.	Description	Requirements
1	Training	The bidder has to provide training on installation, operation and maintenance to a batch of officials nominated by CWC. (15 persons)
2	Manpower Support	Bidder shall identify one Project Manager whose responsibility will be to act as single point contact for providing support during and after sales service during the complete duration of installation, commissioning and warranty period of 24 (twenty four) months. The project Manager will maintain the list of complaints being opened and closed.

TENDER FORM

To
The Deputy Director,
Software Management Directorate,
Central Water Commission,
Room No. 627(S), Sewa Bhawan,
R.K. Puram, New Delhi – 110 606

Sir,

Having examined the tender documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide, installed and commission the APAR/ACR Management Software at CWC Headquarters, New Delhi in conformity with the said tender documents for the sum as specified in the Schedule of Price given in the "Price Bid" attached herewith as a part of this tender or such other sums as may be ascertained in accordance with the Schedule of Prices.

We undertake, if our Tender is accepted, to deliver the services in accordance with the delivery schedule specified in the Scope of work.

If our Tender is accepted, we shall obtain the guarantee of a bank in a sum equivalent to Rs. 30,000/- for the due performance of the Contract in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of days from the date fixed for Tender opening (Technical Bid) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for (and, if the award is made to us in executing) the above contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"

We understand that you are not bound to accept the lowest or any Tender you may receive.

We clarify/confirm that we comply with the eligibility requirements laid down under tender document.

Dated this.....day of 2011.

Signature.....
(in the Capacity of)

Duly authorized to sign Tender for and on behalf of.....

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the.....day of.....20....between Deputy Director, software Management Directorate, Central Water Commission, New Delhi.....(Name of purchaser) (hereinafter "the Purchaser") of one part and.....(Name of Contractor) of.....(Company, City and Country of Contractor) (hereinafter called "the Contractor") of the other part:

WHEREAS the Purchaser invited Tenders for certain services, viz supply, installation and commissioning of APAR/ACR Management Software at CWC Headquarters, New Delhi (Brief Description of Services) and has accepted a Tender by the Contractor for the Services in the sum of..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The tender form, technical bid and price schedule submitted by the tenderer;
 - b. Notice inviting tenders;
 - c. Instruction to tenderers;
 - d. Conditions of the contract;
 - e. Scope of work including technical specifications;
 - f. Amendments to the tender document, if any;
 - g. Post tender opening correspondences; and
 - h. Purchaser's notification of award of the contract.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times.

Brief particulars of the goods and services which shall be supplied/provided by the Contractor are as under :

Sl. No.	Brief Description of Services	Amount in Rs in figures	Amount in Rs. in words

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said(For the Contractor)

in the presence of:

Annexure

Form of Performance guarantee / Bank guarantee bond

[Reference para 21.1.(1)(V)]

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweenand (hereinafter called "the said contractor(s)" for the work (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Government an amount not exceeding Rs (Rupees.....only) on demand by the Government.
2. We do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We further agree with the Government that the Government (indicate the name of the Bank) shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

- 7. Welastly undertake not to revoke this Guarantee except with (indicate the name of the Bank) the previous consent of the Government in writing.

- 8. This Guarantee shall be valid up tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs (Rupeesonly), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.
Dated theday of..... For

(indicate the name of the Bank)