



**Government of India
Ministry of Water Resources
Central Water Commission**

Tender Document

For

*Development and Hosting of web based Project
Appraisal Management System*

(Under Two-envelop System)

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

(Tender No. CWC/SMD/VI/8/2011/1)

**Government of India
Ministry of Water Resources
Central Water Commission**

This Tender document contains 22 pages (excluding cover)

Issued to : _____

Date of receipt of tender fee : _____

Date of issue : _____

Signature of the issuing
Authority & Stamp : _____

IMPORTANT DATES

Date	Description
20.04.2011 to 03.05.2011	Sale of Tenders (during office hours).
03.05.2011	Last Date of seeking clarification, if any
04.05.2011	Last date for submission of completed tenders (at or before 14:30 hrs.)
04.05.2011	Opening of Technical bids (at 15:00 hrs.)

Government of India
Central Water Commission
Software Management Directorate

NOTICE INVITING TENDERS (NIT)
(Tender No. CWC/SMD/VI/8/2011/1)

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 envelop system for the web based Project Appraisal Management System to be developed from eligible tenderers who meet following eligibility criteria:
 - a. The bidder should have core competence in providing software solutions and must have developed, deployed and supported such systems in the past.
 - b. The bidder should be empanelled with any Central/State IT department for undertaking Website / Web Based application development work. Copy of empanelment letter should be enclosed.
 - c. 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.
 - d. The bidder should have experience of at least five web based software development projects. Copy of completion report along with work order should be enclosed.
 - e. Annual turnover of the bidder / firm should be at least ₹ 35 lacs during each of the financial year.
2. The bidder should have successfully completed works during the last 7 years as on 31.03.2011 as under:
 - i) Three web based software development projects completed costing not less than Rs. 4 lacs each or
 - ii) Two web based software development projects completed costing not less than Rs. 6 lacs each or
 - iii) One web based software development project completed costing not less than Rs. 8 lacs eachAND
 - iv) One completed work of similar nature costing not less than ₹ 4 lacs with Central Government Department/State Government Department/Central Autonomous Body/Central Public Sector undertaking.
3. It is a two envelop tender process comprising of technical and financial bids. EMD is Rs. 20,000/- (Rupees Twenty thousand only).
4. In the financial bid, tenderer should indicate prices for Development, hosting on CWC website and support for one year of Project Appraisal Management System.
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 20.04.2011 to 03.05.2011 during office hours on all working days. Last date for seeking clarification, if any is 03.05.2011. 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 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, 04.05.2011 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 04.05.2011 in the office of the Deputy Director, Software Management Directorate, CWC.

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

SCOPE / OBJECTIVE

Central Water Commission (CWC) is a premium organization under Ministry of Water Resources, with its Headquarter at Sewa Bhawan, R.K.Puram, New Delhi. CWC undertakes appraisal of projects submitted by the State Governments. Once the project is found techno-economically viable, projects are recommended to Planning Commission for investment clearance after approval by the Advisory Committee of MOWR. CWC intends to develop a web based Monitoring and Management System for Project(s) Appraisal, for effective monitoring of the appraisal process.

1. TECHNICAL SPECIFICATIONS

- 1.1 The detailed User Requirement Specifications (URS) of the web based Project Appraisal Management System proposed to be developed & hosted is enclosed in Annexure-I. The bidder must quote for the following:

Development and hosting of Web based/enabled Project Appraisal Management System including onsite Training and technical support as per the user requirement specification.

- 1.2 The following list of enclosures 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 necessary documents as required under eligibility criteria and important organizations where such web based software developed and installed if any.
- 1.2.3 Any other document which the bidder may consider necessary to support the bid.
- 1.3 The bidder shall provide maintenance and technical support/warranty for 12 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 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.

- 2.2 The bidder should be empanelled with any center/state IT department for undertaking Website / Web Based application development work. Copy of empanelment letter should be enclosed.
- 2.3 The bidder should have core competence in providing software solutions and must have deployed and supported such web based applications 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 experience of at least five web based software development projects. Copy of completion report along with work order should be enclosed.
- 2.5 Turnover of the bidder / firm should be at least Rs 35 lacs for past three financial year each.
- 2.6 The bidder should have successfully completed works during the last 7 years as on 31.03.2011 as under:
- i) Three web based software development projects completed costing not less than Rs. 4 lacs each or
 - ii) Three web based software development projects completed costing not less than Rs. 6 lacs each or
 - iii) One web based software development projects completed costing not less than Rs. 8 lacs each

AND

- iv) One completed work of similar nature costing not less than Rs 4 lacs with Central Government Department/State 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.			
2.			
2.			
2.			

- 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. 20,000/- (Twenty 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 web based Project Appraisal Management System - 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 web based Project Appraisal Management System - 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 web based Project Appraisal Management System - 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 04.05.2011, otherwise it will be rejected.

5. OPENING OF BIDS

- 5.1 The tender bids will be opened at 15:00 Hrs on 04.05.2011 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 04.05.2011.
- 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 Based on the evaluation results 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.
- 6.3 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 development 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.
- 6.4 The financial bid shall be submitted as per Annexure-II.
- 6.5 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.

- 6.6 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. The EMD of the LQ-1 will be forfeited.

7. DEVELOPMENT AND HOSTING OF PROJECT APPRAISAL MANAGEMENT SYSTEM

- 7.1 An official designated by chief Engineer, Project Appraisal Organisation, CWC shall act as project manager from CWC for this work
- 7.2 The complete development, testing and hosting have to be within a maximum period of FIVE WEEKS from the date of Work Order. The schedule given for development and hosting/installation at site and/or testing and acceptance is to be strictly adhered to.

Any unjustified and unacceptable delay beyond the 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 award the same to any other firm, forfeiting the EMD / Security Deposit of the firm. Also CWC has the option to get the work done from alternate sources at the risk and cost of the vendor.

- 7.3 The solution must be supplied in full as per specifications and satisfaction to CWC. Testing and acceptance of the supplied solution will be done after hosting the web based Project Appraisal Management System. The acceptance tests will include the user requirement specification as per the tender document. The solution must give same performance results as shown during initial evaluation tests. The developed system, 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.
- 7.4 CWC reserves the right to reject any solution, if found unsuitable and/or not conforming to the approved user requirement specifications.
- 7.5 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 within one month of hosting after carrying out changes suggested by security auditor.

8 PAYMENT TERMS

- 8.1 The payment shall be made after actual hosting of the web based Project Appraisal Management System on CWC website and after issue of a completion certificate by the designated officer as in cl. 7.1.
- 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 development, testing and acceptance of the product / system and on submission of Bank Guarantee as per the proforma attached. The payment criteria will be as follows:-

Sl. No.	Milestone achieved	Payment percentage
1	After development, acceptance and making it functional including onsite training as per the user requirement specification.	80% of total price quoted
2	After successful completion of 12 months with technical support.	20% of total price quoted

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 hosting 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 development, 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 CWC reserves the right to reject any proposal which has a poor record of completion of work and to investigate or ask for more detailed information on any record(s) which the bidder shall promptly respond in detail.
- 9.9 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.

Deputy Director
Software Management Directorate

**CENTRAL WATER COMMISSION
DAM SAFETY ORGNISATION
SOFTWARE MANAGEMENT DIRECTORATE**

***Development and Hosting of web based Project
Appraisal Management System***

USER REQUIREMENTS SPECIFICATION

Executive Summary

CWC is entrusted with inter alia, the general responsibility of initiating, coordinating and furthering in consultation with the State Governments concerned, schemes for the control, conservation and utilization of water resources in the respective state for the purpose of flood management, irrigation, navigation, drinking water supply and water power generation.

CWC also undertakes appraisal of projects submitted by the respective State Governments. Once the project is found techno-economically viable, it is put up for consideration by the Advisory Committee of MOWR. After approval by the Advisory Committee, projects are recommended to Planning Commission for investment clearance.

CWC intends to develop Web based Monitoring System for Project(s) Appraisal, for effective monitoring of the appraisal process.

User Requirements

CWC wants to develop an online web based application for Project Appraisal Organization with the following objectives:-

- 2.1 To streamline the Communication process among various Departments/Directorates and State level Project authorities.
- 2.2 To provide facility for Project Appraisal Directorates to enter the Project data received from State/ Project Authorities and assign them to various Directorates of CWC and other Central Agencies for examination.
- 2.3 To provide facility for Directorates and other Central Agencies admin to upload their comments on each project assigned to them.
- 2.4 To provide facility for Project Appraisal Directorates to edit/ modify the comments, if any and upload the modified comments on each project.
- 2.5 To generate a unique id and password for every project which shall be conveyed to State / Project administration.
- 2.6 To provide facility for State / Project admin for accessing the comments and uploading the compliance to comments on the Project Report.
- 2.7 Automated Alerts and Reminders to various Directorates, other Central Agencies and State/Project authorities.
- 2.8 To provide facility to super admin to enter details of accepted/deferred projects.
- 2.9 Audit trail of all transactions.
- 2.10 To provide Stringent Security provisions.
- 2.11 To develop role based access management system to provide secured, restricted access to different Directorates and other Central Agencies and State/Project admin.
- 2.12 To host the web based application on existing CWC website.
- 2.13 To get Security audit from Cert-in empanelled auditor.
- 2.14 One year technical support and training.

3

Proposed Solution

3.1 Features Covered

3.1.1 Project Management Module

Through this module, all the directorates of PAO (Project Appraisal Organization) will be able to enter information about the project received by them. Under this module a form will be provided to PAO (super admin) who will fill / upload the details about project. After adding details about a project a unique id will be generated. After adding project PAO will be able to assign project to various Directorates and other Central Agencies which can be selected by a drop down menu.

3.1.2 Role based Access (user) management module

Through this module, PAO (super admin) will be able to assign roles to different department and state level admin. Super admin will be able to add/edit/deactivate users.

3.1.3 Comments Management Module

Through this module, various CWC directorates and other central agencies, admin will be able to upload comments about a project. All the comments uploaded will be automatically available to super admin (who may edit/modify and upload the revised comments) and to state level/Project admin.

3.1.4 Compliance Management module

Through this module, various State/ Project admin will be able to upload compliance about a particular project. All the compliances will automatically available to respective CWC directorates and organizations for evaluation.

3.1.5 Accepted/Deferred Project Module

Through this module, all directorates of PAO will be able to enter details about the project accepted/deferred by the Advisory Committee of MOWR. Under this module a form will be created to PAO (super admin) who will fill the details about an accepted/deferred project. The rejected project will be moved to the deferred projects archive.

In case of accepted project, it will be moved to an accepted project sub-module which will have facility to enter details regarding acceptance by Planning commission. Once super admin enter details about this, the project will be moved to the planning commission accepted projects archive.

3.1.6 Secured Login Area for Department and State level admin (operators)

Each admin will have separate unique user name for logging into the panel and will also be able to manage his details from his secured panel and will also be able to change the password.

3.1.7 Automated Alerts and Reminders

e-mail alerts are to be sent to super admin and to the concerned State/Project admin whenever comments are uploaded by various directorates and other central agencies. Also, alerts are to be sent to the concerned directorates and other central agencies whenever compliance to comments are uploaded by the State/Project admin.

Further, automated reminders are to be sent to remind concerned directorates and other central agencies about pendency of comments on projects assigned to them and to the State/Project admin about compliance to comments.

3.1.8 Management Information System

System should be developed in such a way that a consolidated list of projects under appraisal in CWC and their status will be automatically generated and separate lists for accepted / sent back / new / revised / ERM projects can be automatically generated by the Super admin.

3.1.9 Audit Trail of all transactions

Audit trail of all the transactions taking place in the application is to be maintained to will help solution administrator in tracking the source of each transaction.

3.1.10 Security Auditing from Cert-in empanelled auditor

NIC data centre requires security clearance certificate before hosting any website in its data centre. Therefore, Security clearance certificate from Cert-in empanelled auditor need to be provided for the application.

3.1.11 Onsite training

One time onsite training up to two days of user department's representative's to train them on the overall workflow of the Web application and backend administration module need to be provided on uploading the application. Further, training need to be provided as and when required by the user department during the technical support period.

3.1.12 One year technical support

One-year technical support via email, phone and remote login to address, analyze and fix any technical glitches within the existing features need to be provided.

3.2 Features not covered

- Content Integration
- Domain Name Registration
- Content Writing
- Photo /Audio/Video Shooting / Collection

3.3 Technology to be used

- dot net / J2EE / Java / php for website development
- SQL / MySQL / Access for database

Annexure - II

A) Development and hosting of Project Appraisal Management System

Description	Amount in Rupees (Both in figure & words)
Development and Hosting of web based Project Appraisal Management System as per user requirement specification including technical support.	
Taxes, if any	
Total	

B) AMC after warranty Period

Description	Amount in Rupees (Both in figure & words)
AMC for three years after warranty period per year	
Taxes, if any	
Total	

Annexure - III

PENALTY IN CASE OF DELAY (Clause 7.1)

Sl. No.	Activity	Rate
1.	Failure in maintaining Development and hosting 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, Maintenance and Technical Support during Warranty Period
(Clause 9.6)

SL. No.	Description	Requirements
1.	Onsite Training	The bidder has to provide onsite training on installation, operation and maintenance to the officials nominated by CWC.
2.	Manpower and Technical 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 development & hosting and warranty period of 12 (twelve) 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 develop and host the web based Project Appraisal Management System in conformity with the said tender document and user specification requirements 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. 20,000/- 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 development and hosting of web based Project Appraisal Management System as per user requirement specification 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. User requirement specification provided by the end user
 - g. Amendments to the tender document, if any;
 - h. Post tender opening correspondences; and
 - i. 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 20.1(2)]

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 (Rupees..... only), 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)

Last date for seeking any clarification is 03.05.2011