



REQUEST FOR QUOTATION (RFQ)

FOR

Providing Cloud Based / Web-based Project Monitoring System

In

S-a-a-S (Software-as-a-Service) Model for On-Line Monitoring of Projects of HITES

Enquiry No: HITES/IT/PM/2016-17

HLL Infra Tech Services Limited
(Subsidiary of HLL Lifecare Limited, A Govt. of India Enterprise)

B-14 A, Sector 62, Noida-201307

Ph: 0120 4071500

Fax: 0120 4071 544

JUNE 2016



**(Subsidiary of HLL Lifecare Limited, a Govt. of India Enterprise)
Corporate Office: B-14 A, Sector 62, Noida 201 301, Uttar Pradesh**

Request for Quotation

HITES invites Request for Quotation (RFQ) through e-tender to provide Cloud based /Web-basedProject Monitoring System in S-a-a-S (Software as a service) model for the use by various offices of HITES. Last date of submission of RFQ is 27.06.2016 at 12.00 PM .For further details visit <https://etender.lifecarehll.com>.

Manager (ID)

NOTICE INVITING e-TENDER (Detailed NIT)

Tender No. HITES/IT/PM/ 2016

Dated 13.06.2016

HLL Infra Tech Services (HITES), a fully owned subsidiary of HLL Lifecare Ltd (HLL), a Government of India Enterprise invites Request for Quotation (RFQ) through e-tender from Firm / Companies / Consortium for providing Cloud Based / Web – based Project Monitoring system In S-a-a-S (Software as a service) Model for On-Line Monitoring of Projects of HITES.

1. The scope of works involved is listed in Annexure A.
2. Qualification criteria for the said work shall be as per Annexure B
3. User Requirement for the said work shall be as per Annexure C
4. General Conditions of the bid shall be as per Annexure D
5. The bidder would be required to register at @<https://etender.lifecarehll.com>. The RFQ document is available online from 13.06.2016. For submission of the bids; the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
6. The bidders are required to submit Original non-refundable Demand Draft of Rs.500/- (Rs. Five Hundred only) as cost of bid, in favor of M/s HLL Infra Tech Services Ltd. (HITES) Payable at New Delhi/ NOIDA
7. Earnest Money Deposit (EMD) in from of Demand Draft of Rs 10,000/- (Rs Ten thousand only) in favour of M/s HLL Infra Tech Services Ltd. (HITES) Payable at New Delhi/ NOIDA
8. Critical dates:

Availability of RFQ documents online – 13.06.2016

Date of prebid meeting : 18.06.2016 at 11.00AM

Last date of Submission/ Uploading of Tender fee, Bid Security, Form –A : 27.06.2016

Last date of online submission of bids : 27.06.2016 at 12.00PM

Opening of bid (online): 28.06.2016 at 3.00PM

9. The interested applicant contractors/firms may like to attend the pre bid meeting which will be held on 18.06.2016 at 11.00 Hrs at M/s HLL Infra Tech Services Ltd. (HITES), B-14A, Sector – 62, NOIDA (UP)
10. The cost of bid, bid security and Form-A in original shall be submitted to Manager (ID), HLL Infra Tech Services Limited before date and time fixed for opening of bid either by registered post or by hand failing which the bid be declared non-responsive.
11. HITES reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever.
12. Prospective bidders are advised to regularly scan through HLL e-tender portal @<https://etender.lifecarehll.com> as corrigendum/amendments etc., if any, will be notified on this portal only and separate advertisement will not be made for this.
13. All documents shall be submitted to the following address:

MANAGER (ID)
HLL Infra Tech Services Limited
(Subsidiary of HLL Lifecare Limited)
B-14 A, Sector 62, Noida-201307
Ph: 0120 4071500
Fax: 0120 4071 544

A. SCOPE OF WORK

- 1.1 The software developing firm/agency shall be responsible for implementation of Cloud Based / Web – based Project Monitoring System S-a-a-S (Software-as-a-Service) Model for On-Line Monitoring of Projects for HLL Infra Tech Services Limited (HITES) for its offices and project sites across India
- 1.2 The firm will be responsible for providing and implementation / commissioning of Web-based Project Monitoring System on Service Model Basis.
- 1.3 The Proposed Project Monitoring System on Cloud Server/ Web - based should provide 24 x 7 x 365 access to authorized users.
- 1.4 Bidder will be required to enter into a formal Agreement as per the rates, terms, conditions and specifications as mentioned in this document.
- 1.5 The successful bidder shall be responsible to implement the Cloud Based / Web – based Project Monitoring System S-a-a-S (Software-as-a-Service) Model application Software for Client’s project for an initial period of **one year** which will be extendable for further period as required by HITES subject to satisfactory performance, on mutually agreed terms.
- 1.6 The Project Monitoring software may be implemented for Infrastructure / Procurement projects. Client shall have the right to increase the scope of work for the projects at various location
- 1.7 The agreement shall be initially for a period of one year and will be extended on mutually agreed terms and conditions
- 1.8 The Bidder shall undertake to train the staff nominated by the client for using the system at his cost at HITES offices at Delhi/ NCR. For offices outside NCR viz. Chennai / Trivandrum etc., the same should be done thru’ Video Conferencing / Remote Access. The venue for training i/c infrastructure shall be provided by the HITES free of cost.
- 1.9 The Installation or commissioning and implementation of the system shall be deemed to have been completed once the Project Monitoring System has been made fully functional for use.

- 1.10 Bidder shall provide user guidelines or requisite on-line help for system's usage
- 1.11 The Firm / Company shall provide customer support (during the working hours of the Client) for the smooth functioning of the project Monitoring

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B. ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should have the capability to provide and implement Cloud based / Web-base Project Monitoring System in S-a-a-S model to meet the given requirements of the Client. Bidder should have proven IT industry experience, software development and project management skills and quality of work.

Bidders' General qualification

- (i) This RFQ is open to all firms/companies/consortium who have relevant experiences in development and implementation of Cloud based / Web-base Project Monitoring System in S-a-a-S model
- (ii) The bidding Company/firm/consortium should have a good track record and should have been in the business of software development and implementation IT services for minimum 5 years.
- (iii) The bidding Company/firm/consortium should have experience of providing and implementing Cloud based / Web-based Project Monitoring System in S-a-a-S model for three State / Central govt. / PSUs clients in India. Documentary evidence/work orders for it must be provided as & when required by Client.
- (iv) Bidder should have minimum three clients who are currently using Cloud based / Web-based Project Monitoring System's services in S-a-a-S model. Related document / Work Order must be provided if required by Client.
- (v) Minimum average turnover of the bidder for the last three years must be Rs. 50 Lakhs.
- (vi) Bidder (lead Bidder in case of Consortium) must submit self-attested copies of Service Tax No., VAT No., PAN Card No., and Certificate of Incorporation under Company Act 1956.
- (vii) Bidder should not have been blacklisted by any State / Central Government in India for corrupt, fraudulent or any other unethical business practices or for any other reason. Bidder should submit affidavit along with Technical Bid.
- (viii) Bidder must be able to present / demo the Proof of Concept as per Client's requirements.

C. USER REQUIREMENT

1. About HITES

HLL Infra Tech Services Limited (HITES) is a 100% owned subsidiary of HLL Lifecare Limited, a GOI Enterprise under Ministry of Health & Family Welfare (MoHFW), GOI.

HITES offers services in the healthcare industry through the following:

1. Infrastructure Development
2. Procurement Consultancy
3. Facility Management
4. Bio-Medical Engineering

Infrastructure Development division offers comprehensive service from concept to completion in setting up any healthcare facility including design, engineering, construction and project management etc

Procurement consultancy offers services for the procurement of medical equipment including supply installation testing commissioning and warranty / CMC management.

Facility Management Division is provides facility management services (operation & maintenance) of buildings & allied infrastructure as well soft services like housekeeping, patient reception and management, security etc.

Bio-Medical Engineering is involved in framing of specification, technical evaluation, inspection, Testing & Calibration, Third Party Inspection etc

HITES is designated as the “Executing Agency” of MoHFW.

HITES is acting as Project Management Consultant for its various clients and executing civil construction projects all over India. Considering the vast spread-out of projects across different locations in the country and to focus on timely delivery it is critical for the Client to do On-Line monitoring of the projects. HITES is in the process of implementing a system which could be simple to use, easy to update and which can assist in timely and quality completion of the projects.

It has been decided to implement web-based Project Monitoring System in S-a-a-S model covering different aspects of monitoring as given in “Functional Requirements Specifications of the System” in this RFQ.

2. System Requirement

- i. The Project Monitoring System should be a simple to use and easy to update with simple training.
- ii. The system should provide User friendly Interface and have simple operation.
- iii. The System should allow capturing of relevant information / data / photos and other project details and should allow uploading of the same on the central server.
- iv. The Web-based Project Monitoring System should be Fast, Secure and a Reliable System and should support on-line backup mechanism of the captured data.
- v. The system should allow the users to find details of the projects entered and the system should have the capabilities to conveniently retrieve the project related information at any time.
- vi. System should have the capability to generate different reports and the format of the reports/ deliverables should be user-friendly and for taking prints of the various reports/MISs at different levels of project hierarchy. Some reports as per user need would require to be customized.
- vii. There should be a password access system along with the different user types with the facility to assign different privileges to different users based on the roles as may be decided by the Client.
- viii. The application software should also be capable of generating different statistical reports on projects' data i.e. Projects / Works, Sub-Works, Milestones, Activities, Contractors, hindrances / bottlenecks, quality deficiency issues, delays, physical & financial progress (including planned vs. actual) etc.. Location-wise and for the entire organization based on the level-wise filtering of records/information.
- ix. The system should be CERT-IN certified.

3. Access Control

- i. Client users should be able to use the system through role based access.
- ii. System administrator should have access to configuration settings, change access rights and passwords for edit / insert / delete permissions of records.
- iii. Users should have access to do data entry, view records, attach documents, photos/images and print reports / MISs Etc.
- iv. The application software should have the capabilities for encryption of passwords/data.

- v. The system should have good GUI & Navigation & can be accessed on Desktops , Laptops , Tablets & Smart Phones (On 2G Network backbone)

4. Functional requirement specifications of the system

- i. The Project Monitoring System will be used by multiple users across diverse location where users will be required to do data entry, access the captured information / data / documents / photos and other project details.
- ii. The application so implemented should work in S-a-a-S (Software-as-a-Service) model and all updates / upgrades and versions to be provided free of cost during the currency of the agreement.
- iii. The server, system software, Operating System including the database etc. on the Bidder side shall be provided by the bidder. Server must be located in India and must comply with necessary security guidelines issued by Govt. of India from time to time.
- iv. There should be administration module wherein different users or group users, having various rights and privileges as defined by administrator, can be created, deleted or amended. Only role based access to different users should be permitted.
- v. The application should fit in accordance with the present hierarchy of the Client i.e. zone, division, management etc. Different users, through web based access, should be able to generate and print various types of reports and MISs (various hierarchy level) in different permutations & combinations. The application software should have ability to view data in various formats namely PDF & Excel and print graphs/charts.
- vi. It should be possible to automatically generate reports for various activities like delayed projects, Work-in-Progress projects, completed projects or where the work has not been started by the contractor. It should have provision for regular data back-up.
- vii. The application software should be capable of online tracking of Projects / Works at different sites / locations and the officers / subordinates should be able to login from different places at different locations and should be able to update related data of their respective projects in 24x7x365 manner. The Project Monitoring System should be capable of monitoring all the vital details of a Project / Work along with monitoring of related hindrances/bottlenecks, physical & financial progress, and attachment of documents/photos/images. Major fields should also include the Project Name, Project Type & Sub-type, location, estimated cost, sanctioned amount, contractor name, projects' scheduled start & end date, and different components of the project namely sub-work, sub sub-work, milestone, activity, schedule of Quantity / BOQs along with their start & end dates and their respective progresses, revision details etc..

- viii. The application software should have the facility of tracking project-wise performance,. The application software should also have the features for monitoring of various hindrances / bottlenecks encountered in the projects and the related progress of these.
- ix. The System must have the feature of alert generation for project delays, data entry deficiency etc.
- x. The Party should demonstrate the working of the software before the nominated sub-committee to understand & evaluate the features & Adaptability to HITES requirement. It should be possible to make sample data entry of actual ongoing projects of few locations of Client during the live demonstration of the Project Monitoring System while evaluation the Technical Bids.

5. Technical Specifications

5.1 Bidder shall provide the following:

- a. The bidder would be responsible for providing Cloud Computing based / Web-based Project Monitoring System in service (S-a-a-S) model and should be able to implement it for the Client.
- b. All the System Software, Operating Systems, Databases and other related software on server side along with the Project Monitoring System will be provided by the bidder at his own costs. The costs on the above account will be included in the rates quoted by the bidder in his bid as per the given specifications.
- c. The application shall be provided and hosted by the bidder in S-a-a-S (Software-as-a-Service) model and all updates / upgrades and versions will be provided free of cost or at mutually agreed cost during the contract agreement period.
- d. The installation, configuration, maintenance and up-gradation of the Project Monitoring System will be the responsibility of bidder during the contract agreement period.
- e. User Training to the Client nominated users will be provided by bidder.

5. 2 HITES (Client) shall provide the following:

- a. Following IT infrastructure would be provided by Client (at each point of access of the application software) for using the web-based Project Monitoring System.:-
 - i. Core2 Duo / Dual Core & Above Computer (with Windows OS) having IE version 8.0
 - ii. Broadband Internet Connection

- b. Client will provide the necessary infrastructure to its users for running the Project Monitoring System (including users' training).
- c. Client will make users available for training on system's use.
- d. To provide appropriate working office environment, necessary power facilities etc. for the system use.
- e. Data entry of projects details and regular updating into the system shall be the responsibility of the Client users only but bidder shall assist initially in all cases for uploading of data of each project initially at his cost.

D. GENERAL CONDITIONS

1. Submission of bids

- Bids should be submitted online to:

Manager (ID),

HLL Infra Tech Services Ltd., (HITES),

B-14-A, Sector-62, Noida-201307

- The last date for submission of completed Bids is given in Notice Inviting e-tenders. HITES may, at their discretion, extend this date, in which case all rights and obligations of the HITES and the Bidder shall thereafter be subjected to the new deadline as extended. If such nominated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the date for submission of Bid.
- Required documents which are required to be submitted in original submitted by hand or through registered post or courier service at the address mentioned above. HITES shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.

- **Modifications/ Substitution of Bids**

No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.

- **Bid Due Date**

a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended time and date as specified in Notice Inviting e-tender.

b. HITES may, in exceptional circumstances, and at its sole discretion, extend the Bid due date by issuing an addendum.

Late Bids

- Any Bid received at the address mentioned above after the deadline prescribed for submission of Bids in Notice Inviting e-Tenders/extended date as the case may be, herein will not be considered and will be returned unopened to the Bidder.

Deadline for submission of Bids

- The bids will be received by the Client in the above given address not later than the date and time specified in the Invitation for Bids.
- In the event of the specified date for submission of Bids being declared a holiday for the Purchaser, the bids will be received up to the appointed time on the next working day.
- The purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents or any other reasons in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- It is the responsibility of the bidders to see that the completed bidding documents whether sent by post or by courier or by person are received in the office of **Manager (ID)**, in the above address by the date and time stipulated for receipt as above failing which the bid would be considered late and rejected. Client will not be held responsible for the postal delay, if any, in the delivery of the bidding document or the non-receipt of the same. Bids received after due date and time will be rejected. Mere handing over of the bid documents at reception counter or at any other counter or room or person cannot be considered as submission of bid.

2. Evaluation process

The bids will be evaluated in the following two stages:

- i. Technical Evaluation
- ii. Financial Evaluation

Stage 1-Technical Evaluation

- a. Preliminary step: Verification of EMD and Tender fee as per clause 7 and 8 of Notice inviting e-tenders (detailed NIT). Bidders who have not submitted / uploaded in the prescribed date/time will not be considered for further evaluation
- b. The Technical Bids shall be evaluated as per criteria mentioned in Annexure-B [Eligibility Criteria for bidders]
- c. The Scoring method will be as follows:

S. No.	Parameter	Max Score
1	Company experience in the business of software development and implementation and IT services for minimum 5 years.	20
2	Organizational Capability of having executed similar assignments for Central govt./State govt./PSU/Autonomous Bodies of Govt. /Defense (5marks per assignment, max. 20 marks).	10
3	Web-based Project Monitoring System's Capability covering: <ul style="list-style-type: none"> • Physical & Financial Progress Monitoring (including planned Vs. actual) • Photo /document / images attachment • Hindrances / Bottlenecks and their progress monitoring • Quality deficiencies and their progress monitoring • Monitoring Project Activities from start to finish (including Sub-Works, Sub Sub-Works, Milestone, Activities, Schedule of Qty/BOQs) • Communication module for to / fro communication across project hierarchy • Approving Authorities & Shifting of Services monitoring • Shifting & Merging Of Works at Various HITES Offices. • Monitoring of projects done with multiple of zones/circles/divisions • Summary / detailed reports generation as per project hierarchy • Alerts generation for project delays, data entry deficiency etc. 	25
4	Undertaken at least two similar assignments for construction progress monitoring	10
5	Proposed Execution Methodology along with proposed work plan	20
6	Local office in Delhi / NCR	5
7	Presentation / Demo / Proof of Concept The bidder will give presentation/demo of the proposed solution (not more than 30 minutes).	10
TOTAL		100

d. To become eligible for short listing, the bidder must secure at least 50% marks in each attribute and minimum 60% marks in aggregate.

- e. The financial Bid of only those Bidders who are technically qualified shall be opened.
- f. The financial Bids of Bidders whose technical Bids are found unacceptable shall be not be opened
- g. HITES shall notify all the technically qualified Bidders of their technical qualification indicating the date, time and venue for opening of financial Bids.

Stage II-Financial Evaluation

- a. Financial bids shall be submitted as per proforma provided in Annexure - E
- b. Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- c. On opening the financial Bids, the Evaluation Committee shall read out the financial Bid to all the Bidders and note the same.
- d. The Evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- e. All the financial Bids shall then be ranked according to the financial Bid in increasing order with the Bidder quoting the least amount ranked L1, Bidder quoting next higher figure as L2 and so on.
- f. The financial bid of all eligible bidders as decided by Client shall be opened and the decision of Client will be final and binding.
- g. The date and time of opening of financial bids shall be decided by Department which will be intimated at an appropriate time
- h. Client reserves the right for negotiation with the lower bidder or any or all the bidders, as Client may deem fit and appropriate.
- i. The Manager (ID) HITES, does not bind himself to accept the lowest or any bid and reserves the right to:
 - i. Reject any or all bids with/without any reason.
 - ii. Accept/prefer any bid without assigning any reason.

3. Letter of Award:

The Successful Bidder would be notified in writing by HITES by issuing the Letter of Award (LOA) in favour of the Bidder.

The Contractor, whose tender is accepted, will be required to furnish performance guarantee 5% (Five Percent) of the tendered amount within 14 days. This guarantee shall be in the form of fixed deposit receipt (FDR) or Banker's Cheque or Demand Draft or Bank Guarantee of any scheduled commercial bank based in India, in favour of "**HLL Infra Tech Services Ltd. (HITES)**" as per Form C. Performance Bank Guarantee to be valid up to sixty days beyond the stipulated date of completion or the extended period, thereof.

4. Acceptance test

- i. Application Software must be installed and fully operational as per the RFQ.
- ii. The bidder can be asked to demonstrate all the features/facilities mentioned in the bid.
- iii. Training part of the project should be completed.

5. Delivery Period

The entire scope of work including training shall be completed by the selected bidder within one month of issue of LOA

6. Payment Terms

- i. The bidder will submit monthly invoice of the value of the due amount on the basis of rates as per the Work Order.
- ii. The Client's In-charge would check the bidder's invoice and will release the payment within 10 working days of receipt of invoice.

7. Termination of the contract

Termination of the contract agreement can be effected by either side (i.e. by Client or the vendor) by giving 30 days' notice period in writing if & when it becomes compelling by either side for any reason whatsoever. All the payments shall be cleared by the Client to the bidder or up to the date of the termination notice (including notice period) based on amount due to the bidder.

8. Arbitration

Any dispute arising out of the Contract Agreement, which cannot be amicably settled between the Client and bidder shall be referred to adjudication / arbitration in accordance with Arbitration & Conciliation Act 1996 and would be subjected to Delhi Jurisdiction. In case of appointment of the Arbitrator to settle the dispute, it shall be done with the joint consent of the Client and bidder.

FORM OF BID

Name of the Work: **Cloud Based / Web – based Project Monitoring System S-a-a-S (Software-as-a-Service) Model for On-Line Monitoring Of Projects**

To

Manager (ID)

M/s HLL Infra Tech Services Ltd. (HITES),

B-14A, Sector – 62, NOIDA (UP) -201307

Sub: Submission of Proposal

Having examined the RFQ document for providing **Cloud Based / Web – based Project Monitoring System S-a-a-S (Software-as-a-Service) Model for On-Line Monitoring Of Projects** and the conditions therein for the above project, we the undersigned, are pleased to submit our technical and financial Bid along with relevant documents.

1. We acknowledge that the FORM –A will be an integral part of the RFQ.
2. While preparing this RFQ, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold HITES responsible on any account in this regard.
3. We undertake, if our RFQ is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date
4. If our Bid is accepted, we will furnish a bank guarantee as Performance Guarantee for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the RFQ document.
5. We are aware that in the event of delay in implementation of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
6. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.
7. We agree to the Conditions of the terms and conditions mentioned in the RFQ Documents.
8. We declare that the submission of this RFQ confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency

commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of HITES, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

- 9. We understand that you are not bound to accept the lowest or any RFQ you may receive.
- 10. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
- 11. We enclose;
 - a. Cost of RFQ for an amount of Rs 500/- (Rupees Five hundred only) in form of DD
 - b. Bid security for an amount of Rs 10,000/- (Rupees Ten thousand only) in form of DD

Dated this.....day of.....**2016**

Signature

Name..... in the capacity of

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

Address

.....
.....

Witness – Signature

Name

Address

.....
.....

FORM OF PERFORMANCE GUARANTEE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalised Bank or Scheduled Bank)

To,

The Manager (ID)

M/s HLL Infra Tech Services Ltd. (HITES),

B-14A, Sector – 62, NOIDA (UP) -201307

Dear Sir,

In consideration of the M/s HLL Infra Tech Services Ltd. (HITES), as Executing Agency of Ministry of Health & Family Welfare, Govt. of India, New Delhi, having offered to except the terms and conditions of the proposed agreement between HITES, which expression shall include his successor and assignees) & M/S _____ (hereinafter referred to as “the said Firm (s)”, which expression shall include his successor and assignees) for the work **Cloud Based / Web – based Project Monitoring System S-a-a-S (Software-as-a-Service) Model for On-Line Monitoring of Projects**

for a Contract No _____ in terms inter alia, of the _____ Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the Firm's furnishing Security for the performance of the Firm's obligations and discharge of the Firm's liability under and in connection with the said Contract up to a sum of Rs. _____ (Rupees _____ only) amounting to _____ percent of the total Contract value.

1. We, _____ (hereinafter called 'The Bank' which expression shall include its successors and assignees) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys payable by the Firm to the Employer in respect of or in connection with the said Contract inclusive of all the Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee up to an aggregate limit of Rs. _____ (Rupees _____ only).

2. We _____ Bank Ltd. further agree that the Employer shall be sole judge of and as to whether the said Firm has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by the Employer on account thereof and the decision of the Employer that the said Firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by the Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other Security in respect of the Firm's obligations and liabilities hereunder or to vary the Contract or the work to be done there under vis-a-vis the Firm or to grant time or indulgence to the Firm or to reduce or to increase or otherwise vary the prices of the total Contract value or to release or to forbear from enforcement of all or any of the Security and/or any other Security(ies) now or hereafter held by The Employer and no such dealing(s) reduction(s) increase(s) or other indulgence(s) or arrangements with the Firm or release or forbearance whatsoever shall absolve the bank of the full liability to the Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Firm but shall in all respects and for all purposes be binding and operative until payment of all monies payable to the Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Firm stopping or preventing or purporting to stop or prevent any payment by the Bank to the Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the Bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by the Employer on account of any losses or damages or costs, charges and/or expenses shall be conclusive evidence of the amount so liable to be paid to the Employer or suffered or incurred by the Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
6. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the Firm arising up to and until midnight of _____.
7. **This guarantee is valid till _____ (date to be mentioned) (Sixty days beyond the stipulated date of completion or the extended period, thereof)**

8. This guarantee shall be in addition to any other guarantee or Security whatsoever that the Employer may now or at any time anywise may have in relation to the Firm's obligations/or liabilities under and/or in connection with the said Contract, and the Employer shall have full authority to have recourse to or enforce this Security in preference to any other guarantee or Security which the Employer may have or obtain and no forbearance on the part of the Employer in enforcing or requiring enforcement of any other Security shall have the effect of releasing the Bank from its full liability hereunder.
10. It shall not be necessary for the Employer to proceed against the said Firm before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any Security which The Employer may have obtained or obtain from the Firm shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealised.
11. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said Firm or the said bank shall not discharge our liability hereunder.
12. We_____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
13. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs._____ (Rupees _____) and this guarantee shall remain in force till_____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of and discharged from our liabilities there under.

Dated_____ day of_____ 2016

For and on behalf of Bank.

Issued under seal :

FINANCIAL BID
(To be Submitted Separately Online)