SECTION IX : CONTRACT FORM

THIS AGREEMENT is made on the .... day of ...., 2015 between ....(Name and Address of *Purchaser*) represented by the Managing Director, (hereinafter "the *Purchaser*") of one part and ....(Name and address of **Supplier**) (hereinafter "the **Supplier**"), represented by………………(Name of the authorized signatory and designation), aged ……………. years, residing at ………..(Full Residential Address of the signatory) of the other part:

WHEREAS the *Purchaser* is desirous that certain Software application and ancillary services should be provided by the Supplier, viz., ... (Brief Description of Software application and Services) and .... has accepted a bid by the Supplier for the supply of those Software application and services in the sum of .... (Contract Price in Words and Figures) (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITHNESSETH 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 constructed as part of this Agreement, viz.:

        a. the Bid Form and Price Schedule submitted by the Bidder;
        b. the Schedule of Requirements;
        c. the Technical Specifications;
        d. the General Conditions of Contract;
        e. the Special Conditions of Contract; and
        f. the *Purchaser*'s Notification of Award

3.   In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to provide the Software application and 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 Supplier in consideration of the provision of the Software application and 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 and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE SOFTWARE APPLICATION AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

S.No.	Brief Description of	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	Sales Tax other Taxes Payable
1 6	2	3	4	5	

Total Value: 5 + 6
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 Supplier) (Signature, Name, Designation and Address with office seal)

in the presence of ....

1.   (Signature Name and Address of Witness)

2.   (Signature Name and Address of Witness)