



OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
Saikia Commercial Complex, Srinagar Path, Christianbasti,
G.S Road, Guwahati-781005, Assam

**SHORT TENDER FOR SELECTION OF FIRM FOR PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF
PROGRAMME**

Tender Reference No	:	No: NHM/IEC-BCC/Tender/EOI/2016-17/2973/3834
Date of commencement of sale of Tender Documents	:	02-06-2017
Pre Bid Meeting	:	03-06-2017 at 4:00 PM
Last date for sale of Tender Documents	:	05-06-2017 till 1:00 PM
Last Date and Time of receipt of Tender	:	05-06-2017 at 2:00 PM
Date and Time of opening Tender	:	05-06-2017 at 3:00 PM
Place of opening Tender	:	Office of the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Address for Communication	:	Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.
Cost of Tender Documents in Demand Draft	:	Rs. 2000/- (Rupees two Thousand only) Only in the form of Demand Draft in favour of State Health Society, Assam



OFFICE OF THE MISSION DIRECTOR
National Health Mission, Assam
Saikia Commercial Complex, Srinagar Path, Christianbasti,
G.S Road, Guwahati-781005, Assam

SHORT TENDER FOR SELECTION OF FIRM FOR PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF PROGRAMME

Sealed tenders in TWO BID SYSTEM affixing Court Fee Stamp of Rs 8.25 only are invited by NHM, Assam, from reputed firms/ agencies for **PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF PROGRAMME**. Interested firms/agencies are requested to submit their tender along with the specified documents which will be received till **05/06/2017 up to 2.00 P.M.** The tender may be sent by Speed Post / Registered Post / Courier Services / in person in sealed cover addressed to "O/O the Mission Director, National Health Mission (NHM), Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam." Tender received after the closing date & time shall not be entertained. The Mission Director, NHM Assam shall not be responsible for any postal delay.

1. LAST DATE FOR RECEIPT OF TENDERS

Sealed Tenders in two separate covers {Technical Bid (Cover "A") and Price Bid (Cover "B")} will be received till **05/06/2017 up to 2 PM** by the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005

2. Pre- Bid Meeting:

A Pre- Bid meeting with all the intending bidders will be held at Conference Hall of the NHM Office on **03/06/2017 at 4.00 PM.**

3. ELIGIBILITY CRITERIA

The Eligibility Criteria and the documents required thereof are given in the table below:

SI No.	Eligibility Criteria	Documents required
A	Must be a Govt. registered Printers/firm.	Attested/notarized copy of certificate of registration of firm/company/society by competent authority.
B	Must have establishment/office set up in Assam for carrying out business.	<ul style="list-style-type: none"> • Attested copy of Trade License. • Location to be specified with Municipality holding no./Certificate from competent authority in case of non-municipal area.
C	Should have earlier experiences for printing & supply of Non woven Bag/ Bag-folder/Badges/logo printing/identity card/File Cover for Govt. /Semi Govt. /PSUs etc during three financial years 2014-15, 2015-16 and 2016-17.	Attested/notarized copy of order executed for Government/semi Govt./PSU organizations during the financial years 2014-15, 2015-16 and 2016-17 in similar works. Bidders must have at least one single order of amount 1 lakh during the above mentioned years.
D	Should have an average annual turnover of at least Rs 3.5 Lakhs during the financial years 2014-15, 2015-16 and 2016-17.	Average annual turnover statement of the financial years 2014-15, 2015-16 and 2016-17 certified by a Chartered Accountant/Auditor, in the prescribed format (Annexure-II)
E	Should have valid VAT/Registration and Permanent Account Number	copy of <ol style="list-style-type: none"> 1. VAT Registration Certificate. 2. Permanent Account Number (PAN) Card
F	Should have Sales Tax/VAT/IT clearance certificate for the last financial years.	Attested/notarized copy of Sales Tax/VAT/IT clearance certificate issued by Tax authority as on 31 st March of last financial year
G	Any other information, which may be useful in the process of evaluation.	Supporting documents which is useful for evaluation.

4. GENERAL CONDITIONS.

- a) The bid document may be purchased from NHM office or downloaded from the official website- www.nrhmassam.in. The bidder downloading the bid document from the website is required to deposit Rs. 2000/- (non-refundable) as tender document fee, in the form of Demand Draft in favour of "State Health Society, Assam" payable at Guwahati while submitting the bid. Tenders without the fee Rs. 2000/- will not be accepted.
- b) All bids must be accompanied by Earnest Money Deposit (EMD) as specified in the relevant clause of the bid document.
- c) Bids will be opened in the presence of bidders or their authorized representatives on the specified date and time as stipulated in the bid document.
- d) At any time prior to the date of submission of bid, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by an amendment. All prospective bidders who have received the bid document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, the Tender Inviting Authority may at its discretion, extend the date and time for submission of bids.
- e) Interested eligible bidders, if they so desire, may obtain further information from the office of the Tender Inviting Authority.
- f) Earnest Money Deposit of Rs 14,000/- (Rupees fourteen Thousand) only in the form of Demand Draft/Bankers Cheque in favour of **State Health Society, Assam**. The EMD of the unsuccessful bidders will be returned within 60 days after the finalization of the tender.)
- g) The EMD of the successful bidders will be returned within 60 days upon finalization of the performance security deposit amounting to 5% of the order value.
- h) "Agreed Terms & Conditions" as per **Annexure-A4** duly filled in and signed and sealed.
- J) A Checklist (**Annexure-A3**) for the list of documents enclosed with their page number. The documents should be serially arranged as per **Annexure-A3** and should be securely tied or bound.
- K) The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid.

5. TECHNICAL BID- COVER "A"

The bidder should furnish the following in a separate cover hereinafter called "**Cover A**". **Court Fee Stamp of Rs 8.25 must be affixed.**

- a. Attested/notarized copy of valid registration certificate of competent authority
- b. Attested copy of Trade License from competent authority with updated validity.
- c. Attested/notarized copies of at least one order/contract executed for Government/Semi Govt./ PSU organizations during the last three financial years 2014-15, 2015-16 and 2016-17 in similar works.
- d. Attested/notarized copy of VAT Registration Certificate
- e. Attested/notarized copy of valid Services TAX/VAT clearance certificate.
- f. Undertaking as per **Annexure A1**
- g. **Undertaking as per Annexure A1 B**

- h. Annual Turnover Statement of the financial years 2014-15, 2015-16 and 2016-2017 certified by a Chartered Accountant/Auditor in the format at **Annexure A2**
- i. Agreed Terms & Condition as per **Annexure A 4**

The bidder shall put above documents in a sealed cover super scribed as "**TECHNICAL BID - COVER "A" SHORT TENDER FOR SELECTION OF FIRM FOR PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF PROGRAMME**" and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

6. PRICE BID - COVER "B"

Cover "B" shall contain the Price Bid of the bidder.

- (i) Signature and Seal on each page

Each page of the price bid should be duly signed by the bidder affixing the office seal.

- (ii) Rates quoted

The bidder shall submit the Price Bid (Cover-B) in the format at **Annexure-B1**. The rates quoted shall be inclusive of all taxes and any other charges.

The bidder shall put the duly signed Annexure-B1 in a sealed cover Super scribed as "**PRICE BID COVER "B" SHORT TENDER FOR SELECTION OF FIRM FOR PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF PROGRAMME**" and addressed to O/O the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

For specification of the item, bidders may check the Annexure B.

7. COVER FOR TECHNICAL BID & PRICE BID

The two separately sealed covers Technical Bid (Cover "A") and Price Bid (Cover "B") shall be placed together inside another cover which shall be sealed and super scribed as "**SHORT TENDER FOR SELECTION OF FIRM FOR PRINTING & SUPPLY OF NON WOVEN BAG FOR IDCF PROGRAMME**" and addressed to O/O the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

8. OPENING OF COVER "A" AND COVER "B" OF TENDER

- (a) Bidders or their authorized representatives are entitled to be present on the date and time of opening of Technical Bid - Cover "A".
- (b) Only those bidders whose Technical Bids are found acceptable after technical evaluation will be invited to be present at the date and time of opening of Price Bid - Cover "B". The price bids of bidders not found technically qualified will not be opened.

9. VALIDITY OF BID:

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid i.e. Cover 'A'. Bids with shorter validity shall be rejected.

10. VALIDITY OF OFFER OF SUCCESSFUL BIDDER:

The validity of offer of the successful bidder shall be at least two years from the date of finalization of the order and the successful bidder will be bound to supply the items at agreed rates and terms during this period. This validity may further be extended with mutual consent.

11. ACCEPTANCE OF TENDER

(i) Tender Evaluation

Tenders will be evaluated with reference to technical parameters to determine the technically qualified bidders. Price bids of technically qualified bidders will be evaluated separately with reference to the quoted rates for each item. Conditional discounts shall not be taken into account for price comparison. The bidder quoting the overall lowest price shall be ranked as L1 bidder of that item.

(ii) Right to Reject Tender

Tender Inviting Authority reserves the right to accept the tender or to reject the tender for all items or for any one or more of the items tendered at any point of time without assigning any reason.

(iii) Tender Acceptance

The acceptance of the tenders will be communicated to the successful bidder in writing.

(iv) Agreement

The successful bidder shall execute an agreement on a non-judicial stamp paper of the value of Rs. 100 (stamp duty to be paid by the bidder) within 10 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted or within 10 days from the date of issue of order

12. SECURITY DEPOSIT

The successful bidder, within 10 days of signing of the agreement, shall be required to submit Security Deposit of 5% of the order value in the form of bank guarantee from any Indian nationalized bank in favour of the Tender Inviting Authority valid for a period of 36 months from the date of signing of agreement. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encased and the amount will be forfeited.

13. NON ASSIGNMENT OR SUB- LETTING

The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

14. COMMUNICATION

All notices or communications relating to or arising out of the agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at his premises, places of business or abode.

15. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of agreement and / or submission of security deposit within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated lowest bid.

16. Specifications and Quality

The items executed by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified by NHM authority

a. Delivery Period

The items should be delivered at NHM office, Guwahati in the specified format within one week after issuing of the work order.

b. Penalty for Delayed Delivery

- I. In case there is delay in delivery beyond the stipulated period there shall be reduction in price @ 0.5 per cent of order value per day.
- II. Non-compliance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 5 years, in addition to forfeiture of Security Deposit and other penal actions.

17. FORCE MAJUERE

The above conditions of delivery period & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the agency and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the bidder the time period of supply may be extended by the purchaser at his discretion for such

period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

18. FRAUD & CORRUPTION:

The bidders shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices -

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.
3. "Collusive practice" means a scheme of arrangement between two or more bidders, with or without the knowledge of the NHM authority, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

19. PAYMENT PROVISIONS

- A. Payments towards the supply of items will be made strictly as per rules, terms & conditions of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier by e-transfer.
- B. On completion of supplies of ordered quantities bills/ Invoices should be raised in triplicate in the name of the Tender Inviting Authority with address.
- C. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree to such reduction in rates.
- D. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse.

22. ARBITRATION

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Mission Director, National Health Mission, Assam or to the sole

arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of National Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

23. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

24. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, such dispute would be subject to the jurisdiction of the Court within the city of Guwahati only.

ANNEXURE A 1

UNDERTAKING (By the Bidder)

To

Mission Director,
National Health Mission, Assam

Tender No. _____

For _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____ and branch office at-----, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of two year from the date of award of contract to us.
2. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
3. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
4. We hereby undertake to supply the items during the validity during the validity of the tender as per direction given in supply order within the stipulated period.
5. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
6. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
7. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM

Annexure-A 1 B

UNDERTAKING (By the Bidder)

To,

Mission Director,
National health Mission, Assam

Tender No.....

For supply of.....

We, do hereby declare that presently we do not stand blacklisted by any central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participating in NHM Tender No..... Date.....for supply.....

SIGNATURE :

NAME & DESSIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

Annexure-A 2

ANNUAL TURNOVER STATEMENT OF THE BIDDER

The Annual Turnover of M/s _____ for the past three years are given below and certified that the statement are true and correct.

Sl No.	Year	Turnover in Lakhs
1.	2014-15	
2.	2015-16	
3.	2016-17	
	Total	- Rs. _____ Lakhs

Seal & Signature of Chartered
Accountant/Auditor

Annexure A-3

CHECK LIST

Sl.	Cover A	Yes	No
1.	Court Fee Stamp & Tender Document Fee furnished		
2.	EMD in the form of DD furnished		
3	Trade license/registration certificate from competent authority furnished.		
4	Attested copies of order/contracts of earlier works and supported by completion certificate/documents wherever applicable furnished.		
5	Attested copies of order/contracts/ completion certificated of earlier works.		
6	Details of the infrastructure furnished.		
7	Annual turnover statement for the last 3 financial years in the specified format at annexure a certified by the auditor/ chartered accountant furnished.		
8	Supporting documents and up to date Service tax/vat clearance certificate furnished.		

Annexure-A4

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:

Offer Ref:

Telephone No:

Fax No:

Contact Person:

Signature:

E-mail:

B. Definitions

1. "NHM Authority means the Mission Director, National Health Mission, Assam or his authorized representative.
2. "Bidder" means a person or firm or company who has made an offer for supply of goods and /or service as per tender.
3. "Vendor" or "Supplier" means a person or firm or company, to whom the order is addressed for supply of goods and /or services.
4. "Site" means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	C. Technical	
1.	Confirm that you meet the eligibility criteria as per bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per bid document has been furnished in Cover A	
	D. Commercial	

1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price of the item is inclusive of cost of packing & forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as % age of basic price to arrive at landed price in D2 above.	
4.	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
5.	If there is any variation or fresh imposition of Excise Duty at the time of supply due to various reasons, including turn-over, confirm that the same shall be borne by supplier.	
6.	If clause 5 above is not acceptable, advice maximum possible rate of additional ED chargeable; this shall be loaded to your price.	
7.	Confirm that in case any new or additional duties and taxes are imposed after the contractual delivery date due to delays attributable to the supplier the same shall be borne by the supplier. This will be in addition to Price Reduction for Delay in Delivery.	
8.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
9.	Confirm acceptance of Delivery Period as indicated in the bid document.	
10.	Confirm acceptance of relevant payment terms specified in the bid document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the bid document.	
12.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
13.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b) In case you are a dealer/ distributor / authorized agent, confirm that the prices quoted are as per manufacturer's price list with appropriate discount	
14.	Packing / forwarding, transportation, loading/unloading and insurance are supplier's responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, supplier to ensure proper packing & handling	

	arrangement. Please confirm compliance.	
15.	Confirm that security deposit of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of one year from the date of order.	
16.	Confirm acceptance of Part Order.	
17.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
18.	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be delivered within 60 days from the date of manufacture.	
19.	It is noted that the purchaser would disown any responsibility/liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
20.	Terms & Conditions indicated in this format shall not be repeated in the bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
21.	Confirm that you shall observe the highest standard of ethics during bidding and in case favored with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
22.	Confirm that the offer shall be valid for a period of 90 days from the date of bid opening.	

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM

Annexure- B

Specifications & Details of the Non Woven Bag

Sl. No.	Description of the Item	Bag Size	Quantity	Remark
1.	Non Woven deep Blue color carry bag with Multicolor Print on upper side	Bag Size: 16 x 20 inch	105,000	Multicolor Print

Quantity:

* This is indicative and may vary depending on actual requirement and availability of fund.

Annexure-B1
COVER 'B' – PRICED BID

To
The Mission Director,
NHM, Assam.

I do hereby submit my financial bid for the item

Tender No. :

Sl.no	Item & Quantity	Basic Price in Rs. (Rate per unit item)	VAT/TAX	Total Cost Inclusive of Taxes
1	Printing & Supply of Non Woven Bag for IDCF Programme			

N.B: Commercial Bid evaluation will be made as per rate offered and bid will be decided with Bidder offering lowest amount.

SIGNATURE :
NAME & DESIGNATION :
DATE :
NAME & ADDRESS OF THE FIRM :
OFFICIAL SEAL :

**Annexure- A 5
Form of Agreement**

THIS CONTRACT AGREEMENT is made

This day of month..... year.....

BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: 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 meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [Add here: **any other documents**]
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 Goods 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 Goods 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.

For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: **title or other appropriate designation**]