



**OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION, ASSAM**

Saikia Commercial Complex, G. S. Road, Christianbasti, Guwahati - 781005

Ph. No. 0361 - 2340236:: Fax No. 0361 - 2340238

Website : www.nrhmassam.in E_mail ID : misnrhm.assam@gmail.com

No: NHM/MCP/2960/2016-17/6057

Dated 12/09/2016

SHORT TENDER NOTICE
FOR PRINTING & SUPPLY OF "MOTHER AND CHILD PROTECTION (MCP) CARD"

Tender Reference No	:	NHM/MCP/2960/2016-17/6057 Dated: 12/09/2016
Date of commencement of sale of Tender	:	12/09/2016
Document/Uploading Website	:	
Date of Pre-bid Meeting	:	14/09/2016 at 12:00 Noon
Last date for sale of Tender Documents	:	14/09/2016
Last Date and Time of receipt of Tender	:	15/09/2016 till 2:00 pm
Date and Time of opening Tender (Technical)	:	15/09/2016 till 2:45 pm
Date and Time of opening Tender (Financial)	:	15/09/2016 till 5:00 pm
Place of opening Tender	:	Office of the Mission Director National Health Mission, Assam Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam
Date of Delivery of Item at NHM Store, Guwahati	:	25/09/2016
Cost of Tender Documents in Demand Draft	:	Rs. 2000/- (Rupees Two Thousand) only in the form of Demand Draft in favour of State Health Society, Assam
Ernest Money Deposit (EMD)	:	Rs.80,000/- (Rupees Eighty Thousand Only) in the form of Demand Draft in favour of State Health Society, Assam



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FOR PRINTING & SUPPLY OF "MOTHER AND CHILD PROTECTION (MCP) CARD"

Sealed tenders in TWO BID SYSTEM affixing Court Fee Stamp of Rs 8.25 only are invited by National Health Mission (NHM), Assam, from reputed printing firms for printing & supply of "Mother and Child Protection (MCP) Card". Interested firms are requested to submit their tender along with the specified documents which will be received till 15/09/2016 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 "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.

"Technical Bid: Cover – A" and "Price Bid: Cover- B" should be put in two separate sealed envelopes and they should be put in a bigger sealed envelope. On the top of which, it should be written as "**SHORT TENDER FOR PRINTING & SUPPLY OF MOTHER AND CHILD PROTECTION (MCP) CARD**". The Tenders will be received till 15/09/2016 up to 2 PM by the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005

2. ELIGIBILITY CRITERIA

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

SI No	Eligibility Criteria	Documents required
A	Should be a registered Printing Press	Attested/notarized copy of valid certificate of DIC/competent authority
B	Should have an establishment/ office for carrying out business.	Attested/notarized copy of Trade License
C	Should have experience of printing booklets, pamphlets, journals, posters, dairies etc.	Attested/notarized copies of at least two orders/contracts (each of value not less than Rs 10.00 Lakhs) or one order/contract (of value not less than Rs 20.00 Lakhs) for printing work executed for Government organizations during the last three financial years 2013-14, 2014-15 and 2015-16.
D	Should have valid VAT Registration	Attested/notarized copy of VAT Registration Certificate
E	Should have valid PAN Card	Attested/notarized copy of PAN card
F	Should have cleared all Taxes relating to sale of goods/products	Attested/notarized copy of Sale Tax/VAT clearance certificate of the financial year 2015-16.
G	Should have an average annual turnover of at least Rs 15.00 Lakhs during the last 3 financial years.	Average annual turnover statement of last 3 financial years certified by a Chartered Accountant/Auditor, in the prescribed format (Annexure-II)
H	Any other information, which may be useful in the process of evaluation.	Supporting documents

3. GENERAL CONDITIONS.

- a) The bid document may be purchased from the office of the Mission Director, National Health Mission, Assam by depositing Rs. 2,000/-(non-refundable) as tender document fee, in the form of Demand Draft in favour of "State Health Society, Assam" payable at Guwahati
or
may download from the official website- www.nrhmassam.in. The bidder downloading the bid document from the website is required to deposit Rs. 2,000/-(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. 2,000/- 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) **Sample copy of "Mother and Child Protection (MCP) Card" may be seen at office of the Tender Inviting Authority. The same will also be demonstrated during the pre-bid meeting.**

4. 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 certificate of registration of the firm by DIC/competent authority.
- b) Attested/notarized copy of Trade License

- c) Attested/notarized copies of at least two orders/contracts (each of value not less than Rs 10.00 Lakhs) or one order/contract (of value not less than Rs 20.00 Lakhs) for printing work executed for Government organizations during the last three financial years 2013-14, 2014-15 and 2015-16.
- d) Attested/notarized copy of valid VAT Registration Certificate
- e) Attested/notarized copy of PAN card
- f) Attested/notarized copy of up to date Sale Tax/VAT Clearance Certificate of FY-2015-16
- g) Undertaking as per **Annexure I**
- h) Annual Turnover Statement of last 3 financial years certified by a Chartered Accountant/Auditor in the format at **Annexure II**
- i) Earnest Money Deposit of Rs 80,000.00 (Rupees Eighty Thousand) only in the form of Demand Draft/Bankers Cheque in favour of **State Health Society, Assam**. *(EMD submitted in any other form or bids without EMD shall not be entertained. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and/or fails to deposit the performance security amount within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned after the finalization of the tender.)*
- j) "Agreed Terms & Conditions" as per **Annexure-III** duly filled in and signed and sealed.
- k) A Checklist (**Annexure-VI**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-VI** and should be securely tied or bound.
- l) **The tender/bid document should be signed by the bidder in all pages with office seal and submitted with the bid failing which the bid will be liable to be rejected.**

The bidder shall put above documents in a sealed cover super scribed as "**TECHNICAL BID - COVER "A" SHORT TENDER FOR PRINTING & SUPPLY OF – MOTHER AND CHILD PROTECTION (MCP) CARD, DUE DATE: 15/09/2016**" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

5. 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-IV**. The rates quoted shall be inclusive of all taxes and any other charges. The component of Tax should also be shown separately.

The bidder shall put the duly signed Annexure-IV in a sealed cover Super scribed as "PRICE BID COVER "B" - SHORT TENDER NOTICE FOR PRINTING & SUPPLY OF MOTHER AND CHILD PROTECTION (MCP) CARD, DUE DATE: 15/09/2016" and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

6. 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 superscripted as **"SHORT TENDER NOTICE FOR PRINTING & SUPPLY OF MOTHER AND CHILD PROTECTION (MCP) CARD, DUE DATE 15/09/2016"** and addressed to the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

7. 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 and commercial 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.

8. 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. Tender Inviting Authority may solicit bidders consent for an extension of validity period. A bidder may refuse extension request without forfeiting their EMD.

9. 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.

10. ACCEPTANCE OF TENDER

(i) Tender Evaluation

Tenders will be evaluated with reference to various criteria of technical bid and thereafter on the basis of the price per unit (landed price per unit) for determining the L1 (Lowest) price from amongst those qualifying the technical bid stage. Conditional discounts shall not be taken into account for price comparison.

(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

11. 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 6 months from the date of order. 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 encashed and the amount will be forfeited.

12. 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.

13. 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.

14 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 tender 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.

15. SUPPLY CONDITIONS

a. Specifications and Quality

The items supplied by the successful bidder shall be of the best quality and shall comply with specifications, stipulations and conditions specified at **Annexure -V**

b. Delivery Period

The items should be delivered at NHM State Warehouse, Guwahati within 25th September 2016. Sample copy of the item should be approved on 16th September 2016 and not later than 17th September 2016.

c. Penalty for Delayed Delivery

- i. In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @ 0.5 per cent of the value of the delayed goods per week of delay or part thereof.
- ii. **Items delivered after 26th September 2016 shall not be accepted.**
- iii. After 26th September 2016, termination of the contract may be considered. 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.

16. 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 Rural Health Mission, Assam. The award of the arbitrator shall be final, conclusive and binding on all parties.

17. 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.

18. PAYMENT PROVISIONS

- A. Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. All payments shall be made by way of Crossed A/C Payee Cheque drawn in favour of the supplier.
- 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. In case of any enhancement in excise duty due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in excise duty, the bidder should produce a letter from the concerned Excise Authority for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- E. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified under Clause No. 15(c) will be applicable.
- F. 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.

19. 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 I

UNDERTAKING

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. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
4. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
5. 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-II

ANNUAL TURNOVER STATEMENT OF THE BIDDER

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

Sl No.	Year	Turnover in Lakhs
1.	2013-14	
2.	2014-15	
3.	2015-16	
Total		- Rs. _____ Lakhs

Seal & Signature of Chartered
Accountant/Auditor

Annexure-III
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. "Purchaser" 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.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
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.	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
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 6 months 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 manufacture.	Not Applicable
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	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	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 favoured 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 IV

COVER 'B' – PRICED BID

Tender No. _____

Item	Price per unit (Rs)	TAX/VAT (%)	TAX/VAT per Unit (Rs)	Total Unit Price Inclusive of TAX/VAT (Rs) <i>(This will be the criteria for selection of L1 in financial bid for each item)</i>	Total Unit Price in words
1	2	3	4	5= 2 + 4	6
Printing & supply of "Mother and Child Protection (MCP) Card"					

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF THE FIRM :

OFFICIAL SEAL :

Annexure V

Specifications & Scope of Work

Description	Quantity (Numbers)
<p>Printing & supply of “Mother and Child Protection (MCP) Card”</p> <p><u>Minimum Specification:</u></p> <ul style="list-style-type: none">➤ Size: 11.5 cm X 23.5 cm➤ Colour: Multi Colour➤ Paper: 190 GSM, Art Board, Mat finish➤ Number of pages: 22➤ Binding: Centre Pin. <p><u>Language:</u></p> <ul style="list-style-type: none">➤ Assamese = 6,16,000➤ English = 7,000➤ Bengali = 27,000	6,50,000

Quantity:

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

Annexure-VI

CHECK LIST

Sl.	Cover A	Yes	NO
1.	Attested/notarized copy of certificate of registration of the firm/company by the competent authority.		
2	Attested/notarized copy of Trade License		
3	Attested/notarized copies of orders/contracts executed for printing work during the past three years.		
4	Attested/notarized copy of valid VAT Registration Certificate		
5	Attested/notarized copy of up to date Tax/VAT Clearance Certificate		
6	Attested/notarized copy of PAN card		
7	Undertaking as per Annexure I		
8	Annual Turnover Statement of last 3 financial years from a Chartered Accountant/Auditor in the format at Annexure II		
9	Earnest Money Deposit of Rs 80,000.00 (Rupees Eighty Thousand) only in the form of Demand Draft/Bankers Cheque in favour of State Health Society, Assam.		
10	Sample Register should be submitted to verify Paper Quality, Cover Board Quality and Hard Binding Quality, etc.		
11	“Agreed Terms & Conditions” as per Annexure-III duly filled in and signed		
12	Court Fee Stamp of Rs 8.25		

**Annexure-VII
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**]

In the presence of _____

===XXX===