

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/LAPTOP/2964/2016-17/17133

Dated: 31/12/2016

Short Tender Reference No	:	NHM/LAPTOP/2964/2016-17/17133
		Dated 31/12/2016
Date of uploading of Tender Documents	:	31/12/2016
Date of sale of Tender	:	31/12/2016
Date of Pre-Bid Meeting	:	05/01/2017 at 2:00 PM
Last Date and Time of receipt of Tender	:	12/01/2017 up to 2.00 PM
Date and Time of opening Tender	:	12/01/2017 up to 2.30 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	:	Office of the Mission Director,
		National Health Mission,
		Saikia Commercial Complex,
		Srinagar Path, Christianbasti,
		G.S Road, Guwahati-781005, Assam
Cost of Tender Documents in Demand	:	Rs 2000/- (Rupees Two Thousand)
Draft		only in the form of Demand Draft in
		favour of "State Health Society, Assam"

SHORT TENDER NOTICE FOR SUPPY OF LAPTOP COMPUTER



OFFICE OF THE MISSION DIRECTOR,

NATIONAL HEALTH MISSION, ASSAM

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STATE HEALTH SOCIETY, ASSAM NATIONAL HEALTH MISSION, ASSAM

SHORT TENDER NOTICE FOR SUPPY OF LAPTOP COMPUTER

Sealed tenders in **TWO BID SYSTEM** affixing Court Fee Stamp of Rs 8.25 (or IPO of Rs 10.00 for bidders based outside Assam) only are invited by NHM, Assam, from reputed Manufacturer/ Dealer/ Distributor/ Firm for supply and installation of One (1) Laptop Computer as per specification mentioned in Annexure -A. Interested bidders are requested to submit their tender along with the specified documents which will be received till 12/01/2017 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 "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 12/01/2017 up to 2.00 PM by the Mission Director, National Health Mission, Assam, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005.

2. ELIGIBILITY CRITERIA & DOCUMENTS TO BE SUBMITTED

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

SI. No.	Eligibility Criteria		Documents to be submitted
1	Should be a reputed Registered	\triangleright	Detail of the organization (including Name,
	Manufacturer/ Dealer/ Distributor /		Complete Address, Phone No, Contact Person,
	Firm for supply of Laptop, Desktop		Email ID, Brief Description of the organization, etc)
	Computer, Microsoft Office for at least		should be provided as per Annexure B.
	3 years of experience.	۶	Self Attested copy of the Registration Certificate.
		۶	Self Attested copy of the updated valid VAT
			Registration certificate.
		۶	Self Attested copy of the Up-to-date Trade license
		\triangleright	Self Attested photo copy of PAN Card.
		۶	Dealership / Authorization Certificate from the
			manufacturer.
2	Bidder should have an average annual	\triangleright	Average annual turnover statement of last 3
	turnover of at least Rs 25 Lakhs.		financial years in the prescribed format
	(Twenty Five Lakhs) during the last 3	(Annexure-C).	
	financial years.		
3	The bidder should not have been	۶	Self-declaration certificate regarding the matter
	blacklisted by any government		that the organization is not blacklisted by any
	organization.		Government Organization.
		۶	Should submit a self declaration for not being
			under legal action for corrupt or fraudulent
			practices.
4	Other Documents (to be submitted by	\triangleright	Non refundable Court Fee Stamp of Rs 8.25 (or
	the bidder along with the proposal)		IPO of Rs 10.00 for bidders based outside Assam)
			in favour of "State Health Society, Assam" only.
		۶	Bids must be accompanied by Earnest Money
			Deposit (EMD) 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
			amount of EMD shall be Rs. 3,000/- (Rupees

SI. No.	Eligibility Criteria	Documents to be submitted	
		Three Thousend only). The EMD of the succes	ssful
		bidder shall be retained till completion of	the
		bidding process but shall not carry any interest	st. If
		the successful bidder fails to execute	the
		agreement within the specified time, or withdr	aws
		his bid within the validity of the bid, the EMD	shall
		be forfeited. The EMD of the unsuccessful bid	ders
		will be returned within 30 days after	the
		finalization of the bid.	
		Undertaking as per Annexure D	
		> The proposal document shall be signed by	
		proposer in all the pages with official seal.	
		Any other information, which may be useful in t process of evaluation	
		> Any deviations to our end	quiry
		specifications/conditions shall be mentic	oned
		clearly in the offer. Otherwise it will be presu	med
		that enquiry specification/conditions	are
		acceptable to you in its entirety and no char	nges
		will be allowed after placement of order.	The
		technical & commercial requirements, where	ever
		applicable, are specified in the attac	ched
		questionnaire titled "Agreed Terms & Condition	ons"
		(Annexure-E) which should be filled in, signe	ed &
		stamped on each page and shall be enclosed	with
		your Technical Bid. Bids received without	duly
		filled in questionnaire shall not be considered	l for
		evaluation.	

3. GENERAL CONDITIONS.

- a) The bid document may be obtained from Office of the Mission Director on payment of bid document fee of Rs.2000/- by DD in favour of State Health Society, Assam or can be downloaded from the official website- <u>www.nrhmassam.in</u>. 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. The EMD of the unsuccessful bidders will be returned within 60 days after the finalization of the tender. The EMD of the successful bidders will be returned within 60 days upon finalization of the tender and submission of performance security deposit amounting to 5% of the order value.
- 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) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such proposal will be rejected and will not be considered for further process. Excuses like typographic error will not be entertained.
- g) In case any of the document/information(s) furnished by a bidder are found to be false/forged, such bidder shall be kept on holiday or blacklisted apart from other penal actions as deemed fit by National Health Mission, Assam.

4. TECHNICAL BID- COVER "A"

All the documents mentioned in "3. Pre-qualification criterion and Documents to be submitted" should be put in a separate sealed envelope and marked as "Technical Bid: Cover – A".

The bidder shall put above documents in a sealed cover super scribed as "TECHNICAL BID - COVER "A" SHORT TENDER FOR SUPPY OF LAPTOP COMPUTER " DUE on and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

5. PRICE BID - COVER "B"

The bidder shall put the duly signed Price Bid in a sealed cover Super scribed as **"PRICE BID COVER "B" SHORT TENDER FOR SUPPY OF LAPTOP COMPUTER" DUE on** and addressed to the Mission Director, National Health Mission, Saikia Commercial Complex, Srinagar Path, Christianbasti, G.S Road, Guwahati-781005, Assam.

(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 as mentioned below. The rates quoted shall be inclusive of al taxes and any other charges. The component of Tax should also be shown separately.

Price should be quoted as per format mentioned below only in the official letter head.

Prices to be quoted on FOR DESTINATION basis showing Basic Price and Tax/VAT separately in the Price Bid. The quoted price shall also be inclusive of cost of supply, installation and commissioning of the equipments at the Destination.

1	Laptop			in %	Amount (in Rs.)	*	(in years)	
	Computer with preloaded Operating System	HP Spectre 13- v010TU						
* Net Unit Cost will be treated as the evaluation criteria for Price Quoted by the bidder.								
Name	& Signature o e:	i Authorize	u kepresent	lative				
Desig Date:	nation:							

Price Bid should be submitted in the official letter head of the bidder.

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 super scribed as "SHORT TENDER FOR SUPPY OF LAPTOP COMPUTER" DUE on and addressed to the Mission Director, National Health Mission, 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) Rate 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 "**State Health Society, Assam**" valid for a period of **Three years** 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 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.

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 -A.**

b. Delivery Period

The items are to be delivered, installed and commissioned at the locations within 30 days from the date of receipt of order.

c. Guarantee

Minimum 3 years guarantee (with guarantee certificate.) from the date of installationing.

d. <u>Penalty for Delayed Delivery</u>

- 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 day of delay or part thereof subject to a maximum of 10 per cent of the total order value
- Once the maximum price reduction is reached, 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. Payment Terms

- 1. Payment will be 100% after receipt, installation and successful commissioning of equipments at destination.
- 2. Payment will be released only after submission of Security Deposit of 5% of the Total Order value in the form of Bank Guarantee (BG) from any Indian Scheduled-A Bank in favour of "STATE HEALTH SOCIERY, ASSAM" valid for a period of 3 year from the date of supply. However, if the supplier fails to provide support for 3 year during the warranty period, the bank guarantee shall be encashed and the amount will be forfeited.
- 3. Installation Report and Delivery Challan must be submitted along with the Bill.
- 4. Payment will be released only after submission of warranty certificate of the OEM for the item.

Last date of submission of proposal in sealed envelope is 2:00 PM of 12/01/2017. The proposal may be submitted to:

The Mission Director National Health Mission, Assam Saikia Commercial Complex G. S. Road, Christianbasti Guwahati – 781005, Assam

Incomplete application form or application submitted by organizations that do not fulfill eligible criteria will be rejected.

<u>Annexure A</u>

Detail Specification of the Laptop Computer

SI.	Item Specification				
No.					
1	Laptop Computer with preloaded Operating System	Product name: HP Spectre 13-v010tu Operating system: Windows 10 Pro 64 Microprocessor: Intel® Core™ i7-6500U (2.5 GHz, up to 3.1 GHz, 4 MB cache, 2 cores) Memory, standard: 8 GB LPDDR3-1866 SDRAM (onboard) Video graphics: Intel® HD Graphics 520 Hard drive: 512 GB PCIe® NVMe™ M.2 SSD Display: 13.3" diagonal FHD IPS UWVA BrightView Corning® Gorilla® Glass WLED-backlit (1920 x 1080) Keyboard: Full-size island-style backlit keyboard Pointing device: HP Imagepad with multi-touch gesture support Wireless connectivity: Intel® 802.11ac (2x2) Wi-Fi® and Bluetooth® 4.2 Combo External ports: 1 headphone/microphone combo; 1 USB 3.1 Gen 1 (Type-C™, HP USB Boost); 2 USB 3.1 Gen 2 (Type-C™, HP USB Boost, Thunderbolt) Minimum dimensions (W x D x H): 32.5 x 22.9 x 1.04 cm Weight: Starting at 1.16 kg Power supply type: 45 W USB Type-C™ adapter Battery type: 4-cell, 38 Wh Li-ion Webcam: HP True Vision HD Camera with dual array digital microphone Audio features: Bang & Olufsen; HP Audio Boost; Quad speakers. Carry beg to be provided. Warranty: 3 year onsite warranty	1 no		

<u>Annexure B</u> Information of the Bidder

SI		
1	Name of the Bidder	
_		
2	Registration No and Valid Up to	
3	Address of the Registered Office	
	Phone No:	
	Fax No:	
	Official Email ID:	
4	Year of Establishment	
5	Type of Organization (Govt. Undertaking/	
_	Corporation/ Public Limited/ Private	
	Limited/etc)	
6	Name & Designation of the Authorized	
	Signatory	
7	Contact Person	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
5	Website	
6	Address of Guwahati/ Assam Office	
7	Contact Person of Guwahati, Assam Office	
	Name:	
	Designation:	
	Phone No:	
	Fax No:	
	Mobile No:	
	Email ID:	
8	Date of Operational of Service in Assam	
9	Brief Description of the organization	
L		

Annexure - C

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.

SI No.	Year	Turnover in Lakhs
1.		
2.		
3.		
	Total	- Rs. Lakhs

Annexure D UNDERTAKING

То

Mission Director, National Health Mission, Assam

Tender No._____ For _____

Sir,

1.	I,	Shri						,	on	behalf	of	M/s
									havin	g register	ed off	ice at
					_and	branch	office	at		,	do h	ereby
	dec	lare that I	I have goi	ne throu	igh th	e terms	and co	onditio	ons me	ntioned fo	or the	above
	and	l undertak	ke to com	ply with	all te	ender te	rms an	d con	ditions	The rate	es quot	ted 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.
- 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-E

AGREED TERMS & CONDITIONS

Tender No. & Date _____

A. Details of Bidder

Bidder Name:	
Offer Ref:	Contact Person:
Telephone No:	Signature:
Fax No:	E-mail:

B. Definitions

- 1. "Purchaser" means the Mission Director, National Rural 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 acceptance of Technical Specification and scope of supply as per Tender Document.	
2.	In case of deviations, confirm that the same have been highlighted separately.	
3.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
4.	Confirm that all certificates/ documents furnished and Court Fee stamp affixed.	
5.	Confirm acceptance of Guarantee condition indicated in the GPC	
	D. Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or	

Sl. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost equipment, installation & commissioning and also inclusive of all taxes/duties and any other incidental charge.	
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 tender document.	
10.	Confirm acceptance of relevant payment terms specified in the tender document.	
11.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the tender 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 your quoted/agreed prices with any other Government department/institution or PSU. 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,	

SI. No.	Description	<u>Vendor's Confirmation</u> (Confirmed/Noted/Deviation furnished separately)
	supplier to ensure proper packing & handling arrangement. Please confirm compliance.	
15.	Confirm acceptance of Part Order.	
16.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
17.	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.	
18.	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.	
19.	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.	
20.	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-F

Agreement Format

Agreement Format

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 (Order No)
 - (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 presence of ______

===xxx===