



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

**Bid for up gradation of RAM in existing Acer
Aspire E5-553 Laptops on behalf of Gujarat
Council of Elementary Education (GCEE),
Education Department, Gandhinagar**

Tender No. HWT171218527

Pre-bid Meeting: 27.12.2018 at 1500 hours

Venue for Pre-bid Meeting : Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar: 382 010

Last Date of Submission of Bid : 08.01.2019 till 1500 hours

Date of Opening of Bid : 08.01.2019 at 1700 hours

Bid Processing Fee: Rs. 5,900

Gujarat Informatics Limited (herein after referred to as GIL) intend to invite bid through **e-tendering route** for up gradation of RAM in existing Acer Aspire E5-553 Laptops on behalf of Gujarat Council of Elementary Education (GCEE), Education Department, Gandhinagar (Tender No. HWT171218527) as per the Financial Bid Format given in the bid.

Gujarat Council of Elementary Education (GCEE), Education Department, Gandhinagar has 2 GB memory available in existing Acer Aspire E5-553 Laptops located at schools within the state of Gujarat & they want to upgrade RAM up to total 4GB.

Eligibility Criteria for the bidder:

1. The bidder should have a total sum of turnover of Rs. 2 crore (Minimum) in the last three financial years. The copies of Audited Annual Accounts for last three years shall be attached along with the bid. **(Form no. E-1).**
2. The bidder must have one office in Gujarat. Please attach the copy of any of two of the following: Property tax bill for last year/Electricity Bills for last one year/Telephone Bills for last one year/GST/VAT/CST Registration/Lease agreement. Failing the same may lead to the rejection of the bid. **(Form no. E2). In case bidder do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of empanelment.**
3. **Bidder should not be blacklisted/banned/declared having delivered dissatisfactory performance by any government/semi-government authority in Gujarat for supply of materials/carrying out operations and maintenance work/application development. An undertaking by an authorized signatory of the company needs to be submitted in this regard.**

Note: Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

You are requested to strictly comply with the Terms and Conditions listed as below:

- ✓ The last date of submission of bid on the website <https://gil.nprocure.com> is 1500 Hrs 08.01.2019 **No physical bids will be accepted under normal circumstances.** However, GIL reserves the right to ask the bidders to submit the bid and/or any other documents in physical form.
- ✓ The bidder will have to supply, install, maintain supplied hardware and carry out necessary integration at delivery locations all across Gujarat State.
- ✓ The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- ✓ The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- ✓ The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- ✓ Amendment of Bidding Documents (Corrigendum)
 - At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
 - The corrigendum will be published on website <https://gil.nprocure.com> & www.gil.gujarat.gov.in.
 - In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- ✓ The Bidder will have to remit Non refundable Bid Processing Fees of Rs. 5,900/- & Earnest Money Deposit (E.M.D.) of Rs.1,25,000/- (**Refundable**) on or before 08.01.2019, 1500 hours in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for Bid for up gradation of RAM in existing Acer Aspire E5-553 Laptops on behalf of Gujarat Council of Elementary Education (GCEE), Education Department, Gandhinagar (Tender No. HWT171218527).
 - Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft
 - EMD shall be submitted in the form of **Demand Draft OR** in the form of an **unconditional Bank Guarantee (which should be valid for 9 months from the last date of bid submission)** of All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **as per prescribed format given in bid**) and must be submitted along with the covering letter.

Note: Failing to submit physical covers of EMD and bid processing fees at GIL on or before 08.01.2019 up to 1500 hours may lead to the rejection of the bid

1. In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive
2. Brochures/ website literature of the quoted product must be attached.
3. **Offered RAM must be compatible with existing Acer Aspire E5-553 laptops & if required, bidder may contact Gujarat Council of Elementary Education (GCEE), Gandhinagar for details of existing RAM & for compatibility of offered RAM with existing laptops.**
4. Bidder will have to supply, install and maintain quoted item during warranty period.
5. Bid Currency - Prices shall be quoted in Indian Rupees only. The prices shall strictly be submitted in the given format. The tax components GST as applicable shall be mentioned separately in the respective columns.
6. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order (for warranty period + extra 3 months) All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time. (The draft of Performance Bank Guarantee is attached herewith).
7. Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
8. Unsuccessful bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
9. The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value, offer of inspection of the ordered material and after completion of bid validity whichever is later.
10. If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists."
11. The E.M.D. may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid validity
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
 - (v) "If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.
12. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder (after providing notice/cure period of 30 days), terminate the Contract in whole or part:

 - a) if the bidder fails to deliver any or all of the Goods within 45 working days from the date of purchase order, or within any extension thereof granted by the Purchaser or
 - b) if the Bidder fails to perform any obligation(s) under the Contract/Purchase order.
 - c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value of influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;”

13. Modification and Withdrawal of Bids
 - a. No bids will be allowed to be modified subsequent to the final submission of bids.
 - b. No bid will allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder’s E.M.D.
14. Bids will be opened in the presence of Bidder’s representatives, who choose to attend. The Bidder’s representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
15. The Bidder’s names, bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.
16. Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
17. Late Bids - The bidder will not be able to submit the bid after final submission date and time.
18. Bids shall be valid for **180 days** after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
19. **Warranty: Comprehensive onsite warranty for 1 year** to be given from the date of installation.

If supplied item becomes faulty more than 3 times in one month during the warranty period, the bidder shall replace the same with new or higher capability without any additional cost to the purchaser.

Maintenance service: Free maintenance services shall be provided by the Bidder during the period of warranty.
20. **Payment:** Payment will be done by Concern GoG Department, Gandhinagar as below:
 - i. No advance payment will be made.
 - ii. 100% payment after successful Delivery, installation / upgrading laptops. The inspection will be done as decided by GIL.
21. The quantity mentioned in the price-quotation form is based on the requirements received by GIL from Dept. The quantity may get change at the time of finalization, depending on the requirements of Indenting Department.
22. GIL reserves the right to cancel any or all of the bids without assigning any reasons.
23. All correction/addition/deletion shall require authorized countersign.
24. Bidder shall remain present at the time of bid opening as per the schedule decided by GIL.

25. **Evaluation of the bids:** After the closing time of submission, GIL/GOG committee will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The eligibility criteria evaluation will be carried out of the responsive bids. The financial bids of the bidders who are complying with all the eligibility criteria will be opened and evaluated next. The financial bid of the qualified bidders will be opened and financially L1 bidder will be decided from the sum total of prices for all line items without tax with warranty and then called for further negotiations if required.
26. The bidder will have to offer the inspection in the manner as decided by GIL before / after delivering to the respective sites or at customer sites. Any deviation found in the specification of the produced goods or delivered goods after inspection from the tender specifications will lead to the cancellation of the order, forfeiture of EMD/PBG and prohibition in the participation in the future purchase of Government of Gujarat. GIL/GoG will not be responsible for any time delay which may arise due to any deviation from the bid technical specification found at the time of inspection and the bidder has to deliver and install the ordered goods within prescribed time limit.
27. **Delivery & installation:** Within 45 working days from the date of confirmed purchase order.

Note:

- Purchasing Department will carry all existing laptops at nearby taluka level school/location & installation/upgradation of RAM should be done by successful bidder at taluka level school/location within the state of Gujarat. List of taluka level school/location will be provided by purchasing department separately
- Existing laptops are under warranty; hence, at the time of upgrading laptops, successful bidder has to take care of non-violation of laptop warranty.

28. Penalty Clause for delay in delivery & installation

- a. If the bidder fails to deliver and install the requisite hardware within the time limit as mentioned in the bid, then a sum equivalent to one percent (1 %) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- b. The amount of penalty for delay in delivery & installation shall be subject to a maximum limit of 10% of the total contract value.
- c. Delay in excess of 10 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- d. In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.
- e. In case, delay for delivery and installation of the requisite hardware will be due to Purchasing Department OR its field offices, then penalty will not be imposed.

The Clarifications if any should be submitted in writing to GIL at least on or before pre-bid meeting date. Thereafter the clarifications received from the bidders will not be entertained.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs, 08.01.2019.

The bid will be opened on **08.01.2019 at 1700 Hours at GIL Office** in the presence of the committee members and representatives of the bidders, who have submitted valid bids.

Please address all queries and correspondence to

Shri Vivek Upadhyay, DGM (Tech.),
Gujarat Informatics Limited



GUJARAT INFORMATICS LIMITED
Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar.

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar– 382010.

Phone No. 079-23259239, Fax No. 079-23238925

E-mail: viveku@gujarat.gov.in

Fax/email should be followed by post confirmation copy.

Bid Processing Fees & Earnest Money Deposit Details

Sr. No.	Item	Amount (In Rs.)	Name of the Bank & Branch	Demand Draft No.
1	Bid Processing Fees			
2	Earnest Money Deposit (E.M.D.)			

ELIGIBILITY CRITERIA

Form no. E1 Financial strength of the bidder

Financial Year	Turnover (Rs. In Crores)	Audited Accounts submitted? (Yes/No)

Note: Please fill this form and upload the audited Annual Accounts for the last three financial years.

Form no. E2 Office in GUJARAT

Sr. No.	Address	Contact Person	Contact nos.	Type of supporting document uploaded
1				
2				

Note: You may mention more than one office (if applicable) by adding multiple rows

Make & Model List

Sr. No.	Item	Make & Model	Supporting Document attached? (Yes/No)
1.	Additional 2GB RAM for existing Acer Laptop		

Form no. F1: FINANCIAL BID FORMAT

Sr. No.	Name of Item	Qty.	Unit Price with 1 year Warranty (In Rs. Without tax)	Total Price with 1 year Warranty (In Rs. Without tax)	Rate of GST(%)
A	B	C	D	E=C*D	F
1	2 GB DDR3/DDR4 SDRAM @ 1333 MHz or higher (Single Module) for existing Acer Aspire E5-553 Laptop	3173			
TOTAL : F1					

Note: L1 bidder will be decided from the lowest sum total of rates of all line items without tax with 1 year warranty

Note: Offered RAM must be compatible with existing Acer Aspire E5-553 Laptop

Performa of Compliance letter/Authenticity of Information Provided

(On Non judicial Stamp paper of Rs.100 duly attested by the First class Magistrate/Notary Public)

Date:

To,
DGM (Tech.)
Gujarat Informatics Ltd.
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A, Gandhinagar.

Sub: Compliance with the tender terms and conditions, specifications and Eligibility

Ref: Tender No. HWT171218527

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **08.01.2019**

We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of GIL Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, GIL reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ 2019

Signature: _____
(in the Capacity of): _____
Duly authorized to sign bid for and on behalf of

Note: This form should be signed by authorized signatory of bidder

Format of Earnest Money Deposit in the form of Bank Guarantee

Ref: _____ Bank Guarantee No. _____
Date: _____

To,
DGM(Technical)
Gujarat Informatics Limited
Block No. 2, 2nd Floor, C & D Wing,
Karmayogi Bhavan, Sector - 10 A,
Gandhinagar: 382 010Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to Tender no. _____ KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- 2019.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices.
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 9 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of guarantee.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and notwithstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.



GUJARAT INFORMATICS LIMITED

Block No. 2, 2nd Floor, C & D Wing, Karmayogi Bhavan, Sector - 10 A, Gandhinagar.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank: All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time



**Proforma of Contract-cum-Equipment
Performance Bank Guarantee**
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. having Principal Office at (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2019.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 issued by Finance Department or further instruction issued by Finance department time to time

CONTRACT FORM

THIS AGREEMENT made on the _____ day of _____, 2019 ____ Between _____ (*Name of purchaser*) of _____ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and _____ (*Name of Supplier*) of _____ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., _____ (*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 _____ (*Contract Price in Words and Figures*) hereinafter called "the 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 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 construed as part of this Agreement, viz. :
 - 2.1 the Bid Form and the Price Schedule submitted by the Bidder;
 - 2.2 terms and conditions of the bid
 - 2.3 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 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.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure :

TOTAL VALUE:

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)

in the presence of _____