

GOVERNMENT OF MANIPUR  
Directorate Head Quarter, Social Welfare  
Near 2<sup>nd</sup> MR Gate  
A.T. Line, Imphal-795001

**TENDER NOTICE**

Imphal, the 20<sup>th</sup> February, 2019.

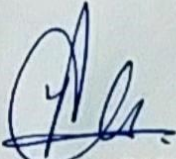
**No. 5/1/17-ICDS(Proc.)UT:** Tenders are invited for Procurement of Kitchen items(Utensils) for use in AWCs under ICDS Scheme of Manipur State. Interested bidders may download detailed tender notice and tender document from the following websites:

- i) [www.manipurtenders.gov.in](http://www.manipurtenders.gov.in)
- ii) [www.socialwelfaremanipur.nic.in](http://www.socialwelfaremanipur.nic.in)

Bids are to be submitted **through e-tender portal at [www.manipurtenders.gov.in](http://www.manipurtenders.gov.in).**

**The dates of submission of bids and opening are as below:**

Downloading of Tender Document	: 25 <sup>th</sup> February, 2019.
Last Date of seeking clarification	: 4 <sup>th</sup> March, 2019 till 15:00 hour.
Last Date of submission of Tender Fees, EMD and Samples	: 16 <sup>th</sup> March, 2019 till 15:00 hour.
Last Date of Submission of Tender	: 18 <sup>th</sup> March, 2019 till 15:00 hour.
Date of Opening of Technical Bid	: 19 <sup>th</sup> March, 2019 till 15:00 hour.

  
**(Jaspreet Kaur, IAS)**  
Director (Social Welfare)  
Manipur

**GOVERNMENT OF MANIPUR  
DEPARTMENT OF SOCIAL WELFARE**

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No. 5/1/17-ICDS(Proc.)UT

Imphal the 20<sup>th</sup> February, 2019

**REQUEST FOR PROPOSAL**

**1. Bids in sealed cover** are invited as per Two Bid System(technical and financial)for supply of **Kitchen items (utensils)**from registered suppliers having an annual turnover of Rs. 1Cr. and above during the last 2 financial years i.e. 2016-17 and 2017-18, for use in the AWCs under Social Welfare Department, Govt. of Manipur as per specification at Annexure-A and the terms & conditions given below:

**2. Bids are to be submitted online through e-Procurement/Tender portal <https://manipurenders.gov.in>.** Bids must be submitted online before the stipulated time.Department / service provider does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids. Bids/queries to be addressed to: **The Director, Social Welfare, Manipur.**

**The dates of submission of bids are as below:**

Downloading of Tender Document:	25/02/2019
Last Date of seeking clarification:	04/03/2019 till 3.00pm
Last Date of submission of Tender Fees, EMD and Samples :	16/03/2019 at 3.00pm
Last Date of Submission of Tender:	18/03/2019 at 3.00 pm
Date of Opening of Technical Bid:	19/03/2019 at 3.00 pm

**3. ELIGIBILITY CRITERIA**

- a. Bidder shall be a registered supplier.
- b. The Bidder should have the necessary portal enrolment with his/her own Digital Signature Certificate.
- c. The average annual gross turnover of the supplier shall not be less than Rs.1 Crore during the last 2 financial years (Proforma for performance statement to be submitted as in **Annexure-I**).
- d. Necessary proof in this regard such as Balance Sheet and Profit & Loss Account shall be submitted.
- e. Supply shall be effected directly by the bidder and not through any other agency.

**4. GENERAL INFORMATION AND INSTRUCTIONS**

A complete set of bidding documents may be downloaded from the following website: i) [www.manipur.gov.in](http://www.manipur.gov.in) ii) [www.manipurenders.gov.in](http://www.manipurenders.gov.in) iii) [www.socialwelfaremanipur.nic.in](http://www.socialwelfaremanipur.nic.in).

- a. All bids must be accompanied by a non-refundable fee of Rs. 5000/- in the form of Demand draft/Banker's cheque in favour of "**Director, Social Welfare, Manipur**" and Earnest Money Deposit (EMD) as specified in the bid document and must be furnished with the bid. Bids without EMD will be outrightly rejected.
- b. At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment.

All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them.

In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

- c. The bid and all correspondence and documents shall be in the English language.
- d. The tender document is not transferable.
- e. The tender document shall be signed by the bidder in all the pages with official seal. Interested eligible bidders, if so desire, may obtain further information from the office of the authority inviting tender.
- f. The Tender Inviting Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.
- g. Bidders will have to bid items in the enclosed format of quotations.

## **5. TECHNICAL BID**

The bidder shall furnish along with the bid, the following,

- a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs.5 lakhs /- in the form of Demand Draft/Bankers Cheque in favour of “**The Director, Social Welfare, Manipur**”, which shall be valid for a period of at least 45 days (in each case). EMD submitted in any other form or bids without EMD shall not be accepted. There is no exemption from submission of EMD by any bidder, whatsoever. The bidders who do not submit EMD along with the bid will rightly be rejected. The EMD of the successful bidder shall be retained till completion of the tender period and shall be subject to renewal by the successful bidder from time to time, if required, but shall not carry any interest. If the successful bidder fails to execute the agreement and/ or fails to deposit the performance security 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 within 30 days after the finalization of the tender.
- b) Copy of GST enrolment certificate with GSTIN no. should be provided.
- c) Copy of PAN Card.
- d) The bidder must submit copies of their up to date Trade License from the competent Authority.
- e) A Solvency Certificate from Bankers or Chartered Accountant.
- f) Annual Turnover Statement for the last 2 financial years (Refer **Annexure II**) certified by the Auditor/ Chartered Accountant.
- g) Undertaking in the form at **Annexure-III** confirming acceptance of all terms and conditions of the tender.
- h) An undertaking on fraud and corruption as per **Annexure-IV**.
- i) Power of attorney duly attested by Public Notary as per **Annexure-V**.
- j) The List of items quoted shall be furnished in **Annexure - VI**.
- k) Bidder should submit 2(two) samples each of the items with name of bidders and place in sealed box individually labelled (embossed or inscribed) at **the Directorate of Social Welfare on 16/03/2019, till 15:00 hours** i.e. two working days before last date for submission of bid. Samples are not returnable. Samples should be strictly as per the master samples for display in the department only. Any lesser quality in the samples from the master samples will lead to rejection of bid.
- l) The original copy of crossed Demand Draft / Bankers Cheque for tender fee and EMD along with 2(two) samples of each item for Anganwadi Centres as per prescribed specification & other necessary documents (Hard copy) should be submitted to **The Director, Social Welfare Department, Govt. of Manipur on 16/03/2019 till 15:00 hours** i.e. two working days before the last date of submission of bid.

- m) In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at Annexure III
- n) Warranty : The product supplied shall be covered under comprehensive warranty for a period of 1 year from the date of purchase including replacement of parts if any, shall be carried out by the supplier at his own cost without any cost liability on the purchaser.
- o) The Bidder shall submit an affidavit that he/his firm is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other cause by any Government department.
- p) The bidder shall provide Power of Attorney for the authorised person signing the bid document as per the format in **Annexure – V**.

## **6. NON-BINDING CLAUSE**

6.1 The Purchaser is not bound to accept any tender simply on ground of its rates being the lowest or for quoting unreasonable rates provided he has reasoned so to do and as such the Purchaser is at liberty to cancel such tenders with reasons to be recorded in writing in the concerned file with an intimation to the concerned bidder.

6.2 The Director, Social Welfare, Manipur reserves the right to award the work, if necessary to more than one bidder at L1 quoted price as per CVC guidelines Circular No. 4/3/07 dated 03 March 2007. The Director, Social Welfare also reserves the right to distribute the required quantity among the other bidders i.e. L2 and L3 etc provided if they accept the rate quoted by L1, to avoid any interruption in the supply schedule.

6.3 The bidders are not bound to submit the tender simply because they obtained the tenders from the Purchaser and any bidder who is unwilling and/or who has reservation to abide by the terms and conditions of the contract laid down herein as may also be prescribed in future under reasonable circumstances by the purchase is advised not to file any tender as filing of the tenders will automatically mean that the bidder concerned has wilfully agreed to abide by such terms and conditions as laid down herein and also as may be reasonably laid down in future.

## **7. PRICE BID**

a. The rate quoted per unit shall be the landed cost at destination, inclusive of packing, forwarding, the Taxes/ duties, Freight, Insurance etc and warranty maintenance for 1 year, showing the break – up of cost.

## **8. TENDER EVALUATION**

Tenders will be evaluated with reference to various criteria and one of such criteria is that the rate per unit (landed price including 1 year warranty for determining the L1 rate (Lowest rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

## **9. VALIDITY OF TENDER**

**The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. The validity period may be further extended with mutual consent.**

## **10. REASONABILITY OF RATES/ FIRM PRICE**

i. The bidder shall certify that the rates quoted are the lowest ones for any institution in the country. **If the bidder is a dealer, he shall confirm that the price quoted are based on manufacturer's list price with appropriate discount.**

- ii. During the period of the contract, if the price of any tendered item is reduced due to any reason including any Law or Act of the Central/State Government, the bidder shall be statutorily bound to intimate the reduced rates immediately to the purchaser and shall charge the reduced rates. The purchaser is empowered to unilaterally effect such reduction as is necessary in rates, in case the bidder fails to notify or fail to agree to such reduction of rates.
- iii. Subject to the condition stipulated above, the prices shall remain firm for the validity period of tender and on no account any increase in price shall be entertained till completion of the contract period.
- iv. The price quoted should be below the Distributor/Dealer price since no agents can participate in the tender. The rates quoted will be compared by the Govt. with the existing Market/Distributor's/Dealer's price.

#### **11. STATUTORY TAXES/ DUTIES**

- a. In case of any enhancement of Taxes and/ or duties or levy of fresh Taxes/ duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/ fresh levies for the supplied item.
- b. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract.

#### **12. PERFORMANCE SECURITY DEPOSIT:**

- a. The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of Performance Bank Guarantee from a Nationalised Bank in favour of the purchaser valid for a period of 1 year from the date of completion of order.
- b. The performance security will be discharged by the Purchaser and returned to the Supplier after completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise.

However, if the supplier fails to execute the order or fails to perform the services as per contract, in addition to other penal actions, the Bank Guarantee/Performance Security deposit shall be encashed & the amount forfeited.

#### **13. AGREEMENT**

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) as per Performa in **Annexure VII** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

#### **14. NON ASSIGNMENT**

The tenderer 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 what so ever.

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

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

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 bidder.

## **16. TENTATIVE QUANTITY**

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

## **17. DELIVERY CONDITION**

- a) The place of delivery will be at Social Welfare Godown, Takyel, Imphal-795001 in the State of Manipur.
- b) The supply of items shall be completed satisfactorily within 90 (Ninety) days from the receipt of the Purchase Order.
- c) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly receipted after satisfactory demonstration of full functioning of the unit.
- d) The supplier shall provide such packing of Goods as is required to prevent damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand rough handling during transit and exposure to extreme temperature.
- e) The Goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

## **18. PAYMENT TERMS**

- a) **No advance payment shall be made.** Payment for the supplied items shall be made after receipt of the items and completion of all codal formalities subject to submission of Performance Security, relevant documents, warranty certificates etc.
- b) **No payment shall be made for rejected materials nor shall the Tenderer(s) be entitled to claim for such items.** The rejected items shall be removed by the Tenderer(s) within two weeks of the date of rejection at his or their own costs and replaced immediately. In case these are not removed these shall be auctioned at the risk and responsibility of the suppliers (s) without any further notice.

## **19. PENALTY FOR DELAY IN DELIVERY**

- i. In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value.
- ii. Once the maximum price reduction is reached, termination of the contract may be considered.
- iii. Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender in the Department for the next 2 years, in addition to forfeiture of EMD and Bank Guarantee for Performance Security and other penal provisions.

### **b. FORCE MAJUERE**

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. 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.

## **20. FRAUD & CORRUPTION:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the 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.

21. **LOCAL CONDITIONS**

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

22. **ADJUDICATION/REVIEW BOARD**

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments not related to the purchasing department.

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 Civil Court within the city of Imphal only.

**(Jaspreet Kaur, IAS)**  
Director (Social Welfare)  
Manipur

**No. 5/1/17-ICDS(Proc.)UTImphal, the 20<sup>th</sup> February, 2019**

Copy forwarded to for information and necessary action to:

1. The Principal Secretary, Social Welfare, Govt. of Manipur.
2. The Director, Information and Public Relations,
3. Manipur for information and wide publication in the local dailies.
3. The SIO/NIC, Government of Manipur.
4. The Director, Department of Information Technology, Govt. of Manipur.
5. The Director, Printing & Stationery Department for publication of the NIT in the Manipur Gazette.
6. Office Notice Board.

**(Jaspreet Kaur, IAS)**  
Director (Social Welfare)  
Manipur

## Annexure-A

### LIST OF ITEMS

#### Items for Anganwadi Centre

Sl. No.	Items/Particulars	Quantity	Estd. Price in Rs.	Weight in gms	Length/Size in Cm
1.	Steel plate	170000		180gm	26cm in diameter
2.	Cooking pot with lid (Aluminium)	11510		600gm	30cm in diameter of pot
3.	Steel cups	170000		60gm	7cm in diameter and 11cm in height
4.	Spoon(big size)(Steel)	11510			35cm in length



**PROFORMA FOR PERFORMANCE STATEMENT  
(FOR A PERIOD OF LAST 2 YEARS)**

Name of firm \_\_\_\_\_

Sl.	Name of the product	Year	Quantity	Value	Name and full address of the Purchaser	Remarks on Performance
	1	2	3	4	5	
1.						
2.						
3.						

Signature and seal of the Tenderer \_\_\_\_\_

**ANNEXURE-II**

**ANNUAL TURN OVER STATEMENT**

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

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Sl.No.	Year	Turnover in Lakhs (Rs)
1.	-	
2.	-	
3.	-	

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Total - Rs. \_\_\_\_\_ Lakhs.

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Average turnover per annum - Rs. \_\_\_\_\_ Lakhs.

Date:  
Seal:

Signature of Auditor/  
Chartered Accountant  
(Name in Capital)

UNDERTAKING

To

Tender enquiry No. \_\_\_\_\_

For supply of \_\_\_\_\_

Sir,

I, Shri \_\_\_\_\_, on behalf of M/s \_\_\_\_\_ having registered 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 one year from the date of award of contract to us.

I/We undersigned hereby bind myself/ourselves to the Office of \_\_\_\_\_ to supply \_\_\_\_\_. The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.

The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of \_\_\_\_\_ (hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.

We undertake and confirm that

WARRANTY: The item, supplied shall be covered under warranty for a period of 1 year from the date of receipt and any maintenance or repair arising during this period of 1 year including replacement of parts if any, shall be carried out by us at our own cost without any cost liability on the purchaser.

Authorization from Equipment Manufacturer: We shall furnish authorization from the manufacturer undertaking to the Purchaser in appropriate format assuring full guarantee/ warranty obligations valid for a period of 1 year from the date of receipt of the supplied item.

We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.

We hereby undertake to pay the **penalty** as per the terms and conditions of the contract for delayed supply of the ordered items.

We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the

purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.

We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.

The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.

We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.

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 :

SEAL :

**UNDERTAKING ON FRAUD AND CORRUPTION**

We M/s ..... do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of ..... under tender reference no. .... Dt ..... We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/-

Signature of proprietor/Partner/Director  
Designation:

Seal:

**ANNEXURE-V**

**FORMAT OF POWER OF ATTORNEY**

**(ON A STAMP PAPER AND DULY ATTESTED BY PUBLIC NOTARY)**

**KNOW ALL MEN BY THESE PRESENT** that we, M/s....., having its registered office/ place of business at ..... Represented by its Director/ Partner/ Proprietor do hereby appoint Shri. ...., S/o.....aged about .....years, residing at .....as true and lawful attorney of M/s. .... (Hereinafter referred to as “the firm”) to do all acts, deeds and things hereinafter mentioned, in the names of firm and on firm’s behalf that is to say:

1. To represent, appear, and negotiate in respect of the Tender for procurement of Pre-School Kits floated by Social Welfare Department. Govt. of Manipur and to sign all necessary papers, deeds, documents on behalf of the firm in respect of this Tender.
2. To submit, the aforesaid tender on behalf of the firm and to do such other acts, deed on behalf of the Company/firm in proper execution of the tender and to take part in any Technical or any other discussion with the Directorate/ members of Directorate before or after the opening of Tender

AND THE COMPANY/FIRM HEREBY AGREES THAT all acts, deeds or things lawfully done by the said Attorney under the authority of this Power shall be construed as acts, deeds and things done by the Company/Firm and the Company/firm hereby undertake to confirm and ratify all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of the powers hereby given.

IN WITNESS WHEREOF, This deed has been signed and sealed by .....dated on this ..... day of .....in presence of

**Witnesses:**

1.

( \_\_\_\_\_ )

Director

2.

**ANNEXURE-VI****LIST OF ITEMS QUOTED**

<b>Sl. No.</b>	<b>Items/Particulars</b>	<b>Quantity</b>	<b>Weight in gms</b>	<b>Length/Size in Cm</b>
1.	Steel plate	170000	180gm	26cm in diameter
2.	Cooking pot with lid (Aluminium)	11510	600gm	30cm in diameter of pot
3.	Steel cups	170000	60gm	7cm in diameter and 11cm in height
4.	Spoon(big size)(Steel)	11510		35cm in length



**FORM OF CONTRACT AGREEMENT  
(to be executed by successful bidder)**

THIS CONTRACT AGREEMENT is made

The ..... day of ....., 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 WITNESSES 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) General Condition of Contract
  - (c) Technical Requirements ( including Technical Specifications)
  - (d) The Supplier’s bid and original Price Schedules
  - (e) The Purchaser’s Notification of Award
  - (f) [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 \_\_\_\_\_