Tender Document for

Supply of Desktop, Printer, Laptop, LCD projector, Digital Camera etc.

To

Assam State Disaster Management Authority

Tender No: RGR/ASDMA/35/2012/120

Issued on: 24th June, 2013

Issued By:

Assam State Disaster Management Authority
Assam Secretariat Complex
Dispur, Guwahati-781006



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SECTION-1

1 NOTICE INVITING TENDER (NIT)

Chief Executive Officer, Assam State Disaster Management Authority invites sealed Technical & Financial Bids affixing Court Fee stamp of Rs.8.25/- on the Technical Bid from Original Equipment Manufacturers (OEM) or Authorized Dealers for supply and installation of the following items with a 3 year comprehensive warranty for the office of ASDMA - Headquarter, District Offices and State Disaster Response & Information Centre. The list of items are:

- Lot-I: Desktop, Printer, Laptop, LCD projector, UPS for Desktops and Projector Screen.
- 2) Lot-II (Software): Software-I & Software-II
- 3) Lot-III: Digital Camera.

Tender documents shall be available from the office of Assam State Disaster Management Authority (ASDMA), Secretariat Complex, Assam Secretariat, Dispur, Guwahati-781006 on payment of non-refundable fee of INR 1,000/-(INR One Thousand only) by Demand Draft in favour of "CEO, Assam State Disaster Management Authority" payable at Guwahati.

Complete tender documents are also available on ASDMA's website, as noted below: http://www.asdma.gov.in

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the fee of the document i.e. Rs.1,000/- (Rupees One Thousand only) in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid abinitio.

Last date for seeking clarification, if any: 7 (Seven) days prior to the scheduled date of opening. Bidders are advised to check the ASDMA website regularly for amendments, if any.

1.1 ELIGIBILITY CRITERIA

 The bidder should be either Original Equipment Manufacturer (OEM) or Authorized Dealer. (Please submit manufacturer's authorization letter on the OEM's letter head duly signed by authorized signatory)



- 2. Average Annual Financial Turnover during the last 3 years, ending 31st March 2012, should be:
 - a) Bidders for Lot-I: Rs 2 Crore
 - b) Bidders for Lot-II: Rs 50 Lakh
 - c) Bidders for Lot-III: Rs 25 Lakh

(Please submit Annual Report (Balance Sheet and Profit & Loss Account) for the last three financial years).

- 3. Bidder should have experience of having successfully completed similar supplies during the last 2 years ending 31st December, 2012.(Please submit attested copies of supply order/completion certificate)
- 4. The Bidder should not have been barred by any PSU/Govt. Dept. in doing business with them. (Please submit self declaration).
- 5. The Bidder is required to quote for all the items in the Lot that he is bidding for. Partial quote will be rejected.
- 6. The bidder may bid for one or more Lots.
- 7. Successful Bidder will be required to have VAT Registration in Assam

Note: Bidder must provide necessary supporting documents as proof in respect of the eligibility criteria mentioned above.

Interested and eligible Bidders are required to submit the Technical and Financial Bids in 2 (two) separate sealed envelopes. The Technical Bid should be accompanied by EMD as specified in this Bid Document by the prospective Bidder. The EMD should be included in the same envelope containing the Technical Bid, while the Financial Bid along with the detailed terms and conditions will have to be furnished in the second sealed envelope. The Technical and Financial Bids together should be put in a separate third envelope and must be delivered to the Office of Assam State Disaster Management Authority, Secretariat Complex, Assam Sachivalaya, Dispur-6 on the date specified below.

- 1. The envelope containing the Technical Bid and the EMD will be opened on the specified date and time in presence of Bidders or their authorized representatives who choose to attend. In the event of the date specified for bid receipt and opening being declared as a holiday, the due date for submission and opening of bids will be the following working day at the appointed times.
- 2. The summary of various activities with regard to this invitation of bids are listed in the table below:



	BID REFERENCE	Date & Time
1	Date of commencement of issue of Bid documents	24 th June,2013
2	Last date and time for purchase of Tender documents	8 th July, 2013
3	Last date & Time for submission of Bids	15 th July, 2013 4:00 P.M.
4	Date & Time of opening the Technical Bid	18 th July, 2013 11:00 A.M.
5	Date & Time of opening of Financial Bid	Will be intimated to the qualified bidders by the Purchaser on the day of opening of technical bid or subsequently either through fax or through letter.
6	Place of issue of Bid Document; Bid submission, and opening of Technical and Financial Bids	Office of the Assam State Disaster Management Authority, Opposite to State Bank of India, Secretariat Branch, Assam Sachivalaya, Dispur-6
7	EMD	Lot-I: Rs 1.00 Lakh Lot-II: Rs 0.5 Lakh Lot-III: Rs 0.25 Lakh

Deputy Chief Executive Officer,
Assam State Disaster Management Authority
Dispur, Guwahati.

SECTION-2

2 INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1 "Purchaser" means Assam State Disaster Management Authority.
- 2.1.2 "Bidder" means the Original Equipment Manufacturer/Authorized Dealer that participates in the tender and submits its bid.
- 2.1.3 "Goods/Products" means all the hardware equipments and software including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4 "Letter of Intent (LOI)" means the communication of the intention of the Purchaser to the Bidder to place the Purchase Order for the former's offered goods/services.
- 2.1.5 "Purchase/Work Order (PO)" means the order placed by the Purchaser on the Supplier duly signed by the Purchaser's authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6 "Contract" means the Agreement entered in between the Purchaser and the Supplier, together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- 2.1.7 "Contract Document" means the document listed in the Agreement, including any amendments thereto.
- 2.1.8 "Contract Price" means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.



2.3 BID DOCUMENTS

2.3.1 Bid Documents include:-

Section 1 Notice Inviting Tender
Section 2 Instructions to Bidders

Section 3 General Conditions of the Contract

Section 4 Special Conditions of the Contract

Annexure-I Format of Performance Bank Guarantee (PBG)

Annexure-II Format for Service Level Agreement

Annexure -III Technical specifications and Bill of Quantity (BOQ)

Annexure-IV Data sheet

Annexure -V Price Bid schedule

Annexure -VI List of Project Sites

Annexure-VII Form of Contract Agreement

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 The amendments/Corrigendum will be notified on ASDMA Website and these amendments will be binding on them. Bidders are advised to visit ASDMA Website regularly for updates on this Tender.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Price indicated in the schedule shall be **FOR destination** basis. Prices should be inclusive of all taxes and duties including but not limited to Excise Duty, Sales Tax and other taxes, transit insurance, freight and Service Tax etc.

However, rate of taxes and duties included in the price offered should also be given separately from the basic price. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected.



2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 EMD

- 2.8.1 The Bidder shall submit EMD amounting to Rs.1.00 Lakh, Rs 0.5 Lakh and Rs0.25 Lakh for those bidding for Lot-I, Lot-II & Lot-III respectively. EMD shall be in one of the following forms:
 - a. A Bank Guarantee issued by any Nationalised Bank in favour of the Purchaser valid for a period of 150 days from the date of tender opening.
 - b. Demand Draft from a Nationalised Bank in favour of "CEO, Assam State Disaster Management Authority", payable at Guwahati.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as being non-responsive.
- 2.8.3 EMD of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful bidder's EMD will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 EMD may be forfeited under the following circumstances:
 - a. If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - c. If he fails to supply the material in terms of the conditions of contract.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 150 days after the date of bid opening. The bid valid for a



shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The EMD provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 FORMAT OF SIGNING OF THE BID.

- 2.10.1 The bidder shall prepare two copies of the bid clearly marking one copy as "Original Copy" and the other as "Copy" & also provide softcopy of technical bid on CD-ROM in MS-Word format.
- 2.10.2 In the event of any discrepancy between them, the Original Copy shall prevail.
- 2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.
- 2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.
- 2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.



2.14 SUBMISSION OF BID

Bids are to be submitted in two bid form comprising of 1) Technical Bid and 2) Financial Bid. Each of the bid documents is to be sealed. The documents to be placed under each of the sections are as follows:

- 1) <u>Technical Bid:</u> The Technical Bid will comprise of the following bidding documents
 - Documentary evidence in respect of the eligibility criteria mentioned in Section-1.
 - EMD.
 - Demand Draft for INR 1,000/- in favour of "CEO, Assam State Disaster Management Authority." payable at Guwahati if the tender document is downloaded from the website.
 - Data Sheet (Annexure-IV) mentioning complete technical specifications, make, model, name of suppliers/manufacturers and commercial terms etc. of the system offered. It may specifically be mentioned whether the quotation is strictly as per bid technical specifications. If not, deviations must be spelt out specifically, in the absence of which, the quotation may be rejected.
 - Power of Attorney /Authorization with a seal of the company, of person signing the bid documents. All the pages of the Bid (original & copy) must be serially numbered, and kept in a file. Each page must indicate the page number of that page/the total number of pages the bid contains. For example, if the bid contains 99 pages in total, the marking on page 1 shall be "1/99", on page 2 it will be marked as "2/99" and so on.
- 2) <u>Financial Bid</u>: Financial Bid shall contain the **Price Bid Schedule** as per the format given in **Annexure-V** of the Bid Document.
- 2.14.1 A single sealed envelope containing both the envelopes (i.e. Technical Bid Envelope 1 & Price Bid Envelope 2 sealed separately) shall be addressed to the purchaser at the following address:

To,
The Chief Executive Officer
Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006



The envelopes should be superscribed "TENDER FOR SUPPLY OF DESKTOPS, Printers ETC: DO NOT OPEN"

The tender box shall be sealed at the stipulated deadline for submission.

The tender box shall be opened at the stipulated time of opening in the presence of intending bidders.

For any queries/ information the bidder can contact at the address mentioned below:

Abhijit Deka
System Expert
Assam State Disaster Management Authority
Assam Secretariat Complex,
Guwahati-781006
Email ID: asdmaghy@gmail.com

Tel: 0361-2237221, Fax: 0361- 2237010

- The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- VENUE OF TENDER OPENING: Tender shall be opened in the office of Assam
 State Disaster Management Authority, Assam Secretariat Complex, Dispur,
 Guwahati-781006 at the time on the due date mentioned in the N.I.T. If due to any administrative reason the venue of Bid opening is changed it will be duly intimated.
- Offer received through Fax/E-mail or through open letter shall be ignored.

2.15 OPENING OF TECHNICAL BID

- 2.15.1 The Purchaser shall open the Technical Bid in the presence of the bidder or their authorized representatives, who choose to attend at date and time specified in the NIT. The authorized representatives, who remain present shall sign the Attendance Register.
- 2.15.2 A maximum of two representatives authorized by any bidder shall be permitted to attend the bid opening.



2.15.3 The date fixed for opening of bids, if subsequently declared as a Govt. holiday, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.16 OPENING OF FINANCIAL BID

Financial Bid of only those bidders will be opened whose Technical Bids are found to be qualified and acceptable to ASDMA. Authorized representative of the bidders may attend the Financial Bid opening. The qualified parties shall be notified with the date, time & venue of the opening of the Financial Bid.

2.17 EVALUATION OF BIDS

- 2.17.1 Tenders will be evaluated based on **Technical** and **Financial** Bids.
 - In case of Technical bid, tenders will be evaluated on the following basis:-
 - 1) Original Equipment Manufacturer/Authorized Dealer Certificate
 - 2) Annual Turnover
 - 3) Whether all items of the lot are quoted
 - 4) EMD
 - 5) Tender document fee for those who have downloaded the tender document from ASDMA website
 - 6) Substantive Responsiveness of the Bid i.e a substantially non-responsive bid shall be rejected by the Purchaser
 - 7) VAT Registration
 - 8) Attested copy of supply order/completion certificate of similar supplies during the last two years.
 - Self Declaration certificate that the bidder is not barred by any PSU/Govt.Department
- 2.17.2 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid, which does not constitute a material deviation.
- 2.17.3 Financial Bid of only those bidders who qualify the Technical Bid shall be opened at the time and date to be notified separately.
- 2.17.4 Financial Bids will be evaluated on the ranking that shall be carried out on the landed price of goods offered inclusive of all taxes
- 2.17.5 The Purchaser does not bind himself to accept the lowest or any tender and



reserves the right to accept the whole or any part of the tender and altering the quantities offered and the tenderer shall supply the same at the rate quoted.

- 2.17.6 The distribution of tendered quantity amongst the technically and commercially complied bidders shall be based on merits in each case.
- 2.17.7 ASDMA shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

2.18 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.18.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.
- 2.18.2 In case of division of order among a number of parties, the distribution of quantity will be accordingly done by the Purchaser on an individual tender.

2.19 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept the lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.20 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.20.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax or e-mail, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.20.2 The notification of the award will constitute the formation of the contract
- 2.20.3 The successful bidder will furnish the Performance Bank Guarantee (PBG) within 10 days of the notification.
- 2.20.4 Upon successful bidder furnishing the PBG, the Purchaser will notify each unsuccessful bidder and will discharge its bid bond.



2.21 SIGNING OF CONTRACT

- 2.21.1 At the time when the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreement between the parties.
- 2.21.2 Within 7 days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the Bidder.

2.22 CANCELLATION OF LETTER OF INTENT

2.22.1 Failure of the successful bidder to comply with the requirement of submission of Performance Bank Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser will have the discretion to make the offer to any other bidder or call for new bids.

2.23 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.24 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until the completion of delivery in full. The Schedule of delivery shall be the essence of the contract.



SECTION - 3

3 GENERAL CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices quoted by the bidder in the Price Bid Schedule (Annexure V) shall remain valid for a period of 1 years from the date of signing the contract between the Purchaser and the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications (Annexure III).

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE BANK GUARANTEE

- 3.4.1 Within 10 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Bank Guarantee amounting to 10% of the contract/P.O. value issued by a Nationalised Bank in the prescribed format given in this tender(Annexure-I).
- 3.4.2 The proceeds of the Performance Bank Guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.
- 3.4.3 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.
- 3.4.4 As regards validity of Performance Bank Guarantee, please refer to Special Conditions of the contract (Section-4).



3.5 INSPECTION AND TESTS

- 3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.
- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.
- 3.5.3 If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Purchaser shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of all charges, at the site(s).
- 3.5.4 As regards Inspecting Authority and other details please refer to Special Conditions of the Contract (Section-4).

3.6 TRAINING

3.6.1 The Bidder shall provide all training materials and documents and aids.

3.7 WARRANTY

3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and



free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser, who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods after the goods have been taken over.

- 3.7.2 However, the warranty period specified, if any, in the Special Conditions of Contract (Section 4) the same shall rule.
- 3.7.3 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the warranty period. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.
- 3.7.4 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE IN ORDERS

- 3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-
- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.



- d) Services to be provided by the supplier.
- 3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

- 3.10.1 The date of the delivery of the goods/services stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.
- 3.10.2 In case the Supplier fails to supply the goods/services against the order, the same shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.
- 3.10.3 For late deliveries, as liquidated damages, a sum equal to 2% of the price of any goods/services not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the Performance Bank Guarantee and may also debar the Supplier for future purchases.
- 3.10.4 LD can be recovered from any dues of the Supplier.



-3

3.11 ARBITRATION

3.11.1 In the event of any dispute arising between ASDMA and the Supplier in any matter covered by this contract, the Tribunals and Courts at Guwahati will have the exclusive jurisdiction in respect of all matters and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration.

3.12 RISK PURCHASE

- 3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right:
 - To reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
 - To terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Purchaser shall be entitled to recover such sum by appropriating in part or in whole the Performance Bank Guarantee of the Supplier. In the event of the Performance Bank Guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Purchaser on demand the remaining balance due.

3.14 PACKING

The supplier shall ensure that the Goods/Equipment are securely and adequately packed to ensure safe arrival at the destinations fully withstanding all hazards such as rough handling etc. during transit.

3.15 REPLACEMENT OF DEFECTIVE EQUIPMENT

3.15.1 If any equipment or any part thereof, is found defective or fails to meet the



requirements of the contract before it is accepted, ASDMA shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by a good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.

3.15.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.16 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be the reason of such an "eventuality" and be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or ceased to exist. In case of any dispute, the decision of CEO, ASDMA, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over



from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.17 TERMINATION FOR DEFAULT

- 3.17.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.
 - if the supplier fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser.
 - if the Supplier fails to perform any other obligation(s) under the contract; and
 - if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
 - On a notice period of 30 days.
 In the event the Purchaser terminates the contract in whole or in part
 pursuant to the above para, the Purchaser may procure, upon such terms
 and in such manner as it deems appropriate, goods similar to those
 undelivered and the Supplier shall be liable to the Purchaser for any excess
 cost for such similar goods. However, the Supplier shall continue the
 performance

of the contract to the extent not terminated.

3.18 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.19 ADD ON/REPEAT ORDER

ASDMA reserves the right to place Add on/Repeat order for additional quantity upto



100% of the original quantity at the same rate and terms & conditions of the purchase order within 2 years from the date of issue of purchase order.



SECTION - 4

4 SPECIAL CONDITIONS OF CONTRACT

The following special conditions of the contract shall supplement the general conditions of the contract. Whenever there is a conflict, the provision herein shall prevail over those in the general conditions of the contract.

4.1 PRICE BASIS

F.O.R. Destination basis, the list of project sites is given at Annexure-VI

4.2 PAYMENT TERMS

Payment will be released by the Assam State Disaster management Authority in Indian Rupees as follows:

- 90% payment within 90 days from the date of supply and installation at the F.O.R destination.
- 10% within 90 days of successful installation and commissioning at each F.O.R destination, subject to certificate from the concerned authority that material has been successfully installed and commissioned, and working satisfactorily.

No payment will be made for goods rejected on testing.

- **4.3 PAYING AUTHORITY:** Assam State Disaster Management Authority (ASDMA).
- 4.4 CONSIGNEE: As per the List enclosed at Annexure-VI

4.5 INSPECTING AUTHORITY

The Inspecting Authority will be nominated at the time of issue of Purchase Order.

4.6 DELIVERY SCHEDULE

Within 6 weeks from the date of issue of purchase order.

4.7 LIQUIDATED DAMAGES (LD)



Shall be applicable @ 2% per week subject to a maximum of 10% of the P.O. value

4.8 PERFORMANCE BANK GUARANTEE (PBG)

The bidder is required to submit PBG for an amount equivalent to 10% of the P.O. value valid up to end of Warranty Period.

4.9 WARRANTY

Comprehensive onsite warranty for 3 (three) years for all goods under Lot-I & Lot-III. Services and Spares under warranty will be provided free of cost at sites. After expiry of the warranty period, the supplier shall enter into an Annual Maintenance Contract (AMC) with the purchaser for a period of 2 years for goods under Lot-I & Lot-III.

4.10 SERVICE LEVEL AGREEMENT (SLA)

No Equipment should be down for more than 3 Calendar days in a month. Otherwise, penalty of Rs100/- per day per equipment is liable to be imposed from the Supplier.

The successful bidder shall be required to sign the Service Level Agreement (Annexure-II) with the end user based on the operation requirements.



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FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

То

The Chief Executive Officer Assam State Disaster Management Author Guwahati	rity (ASDMA)
OUR LETTER OF GUARANTEE No. :	
In consideration of "ASDMA", having its Dispur (INDIA) (hereinafter referred to as agreement dateddated	s "ASDMA") and having entered into an
	(hereinafter referred to as "The
Supplier").	
WHEREAS, the Supplier having unequivocoper terms and conditions given in the / Purchase Order No and ASDMA having agreed that the Suppli Guarantee for the faithful performance of (ten percent) of the value of the Purchase	Agreement dated dated er shall furnish to ASDMA a Performance the entire contract, to the extent of 10%
We,	("The Bank") which shall include OUR
successors, administrators and executors h	
Guarantee No	
of (The Supplier) in	
accordance with the terms and conditions of	
Hereby, we undertake to p	
first written demand accompanied by yo	
claimed is due by reason of the Supplier ha	
despite any contestation on the part of about This Letter of Guarantee will expire on warranty period) including 30 days of clair must be received by us on or before expurate will become of no effect whatso	(after the completion of the m period and any claims made hereunder piry date after which date this Letter of
Authorized Signatory Manager Seal of Bank	



FORMAT FOR SERVICE LEVEL AGREEMENT

Terms of the Service Level Agreement would be as under:

For Desktop Computers, Printers, UPS system etc (Annexure-III):

- 1. All the supplied goods under Lot-I and Lot-III should be under THREE YEARS on site comprehensive warranty including replacement of defective spare parts.
- 2. Bidder guarantees an uptime of 95% for the entire system failing which a penalty of Rs. 100/- (Rs. One hundred) per day per equipment will be recovered from the Bank Guarantee or the Payment due to the Vendor.
- 3. For all locations, the response time for maintenance call of equipments should not exceed 24 hours. The Service down time should not exceed 48 hours from the time at which the complaint was made for these locations. If the down time is more than the stipulated period, the Supplier will provide a stand by Service. In case the Service is not provided or an alternative Service not arranged within the stipulated period from the time of failure report then the Purchaser may choose to get the same Serviced from any other agency and the cost and expenditure incurred therein shall be recoverable from the Supplier.
- 4. In case the equipments are not made operational within 21 days (three weeks) from the lodging of the complaint, Bank Guarantee provided by the bidder to ASDMA shall be invoked in respect of equipment during warranty period.
- 5. All other suitable terms & conditions from the above tender would be made part of this.

The Downtime of the equipment starts from the time ASDMA's complaint is lodged/logged in at the bidder address as provided by the bidder for escalating complaints. Any delay in this shall be excluded from the availability calculations. The complaint can be logged during working hours (9.00 AM - 6.00 PM on all working days, excluding Sundays & National Holidays). Any delay in escalating a complaint shall be excluded from the availability calculations.



Technical specifications and Bill of Quantity (BoQ)

Lot-I

Specification Intel core i5/AMD Phenom II X4 or equivalent processor, 3.2 Ghz or higher/4 MB L3 cache or higher Equivalent OEM mother Board compatible with
the Processor. 4 GB(2x2 GB) DDR 3 RAM (Upgradeability up to 16 GB or higher) 18.5 " LCD/LET TFD Monitor or higher (Same OEM make and Color)
2 Button Optical Scroll Mouse(Same OEM Make and Brand as System)
Internal SATA DVD R/W Drive (16 x) or higher 500 GB or higher(7200 RPM)
On Board Integrated Graphics Standard 104/107 Kevs(Same OFM Make and
Brand as System)
2 Nos PCI, 1 Nos PCI Express x 16 1 Nos
PCI(Min) 4 or 6 channel audio Integrated on Board





For OEM:ISO -9001 and 14001 & for Quoted	Model:UL/FCC and RoHS	3 Years On-Site OEM Comprehensive Warranty.	Preloaded with Latest Version of Open	Office/Libre Office Software package.		Pre Loaded with Anti Virus, activation code and	1 year update license.	* Regarding Office automation software user may Opt for Microsoft	
Compliance		Warranty	*Office	Automation	Package	Anti-Virus	Software	* Regarding Off	Office 2010.

Total	Quantity										10										
HQ DHQ DDR&IC	0							X)		10										
рно											0										
НО		- /:									0										
Specification		Line-interactive	1 KVA @0.8 power factor	140-280 V AC	220 V +/- 10% (under line mode)	220 V +/- 5% (under battery mode)	Short circuit, Low Battery	Built in Automatic Voltage Regulator(AVR)	Batteries shall be externally Sealed	Maintainance Free(SMF) type. The System	must be capable of providing 45 minutes	battery back-up time (Min Vah=624 Vah)	The UPS OEM should be ISO 9001 & ISO	14001 certified and Quality Council of India	(NABCB)	3 Years Warranty Onsite, 1 Year on Battery	UPS OEM Vendors should registered Office in	Assam and they should mention their	Man:Machine ratios for all installed UPS in	Assam (Document may be submitted as a	proof)
Parameter		Type	Capacity	Input Voltage Range	Output Voltage	#E ²	Protection	AVR	Battery Type & back	up time			Quality Certification			Warranty	After Sales Service				
Warranty							,		3 Years	Warranty	Onsite, 1	Year on	Battery			×	2				
Item Name										TIMO	De liter	Desktop									
SI.	No										2.										



SI.	Item Name	Warranty	Parameter	Specification	НО	рно	HQ DHQ DDR&IC Total	Total
No								Quantity
			Native resolution	786432 (1024*768)				
			Brightness	Minimum 2500 ANSI Lumens				
			Computer Resolution and signal support	SXGA, XGA(Native Resolution), SVGA, VGA				
		3 Years	Contrast	LCD - 3000 : 1 and above, DLP - 2000:1 and above				
3.	Projector	Warranty	Auto Key Stone Correction	\pm 40/30 degree digital manual keystone correction or \pm 20/30 degree Auto digital keystone correction	0	27	0	27
		Onsite	Audio/Video Input Signals	S-Video & Composite				
			Warranty	3 Years on site excluding lamp				
			Lamp Warranty	1 Year or 500 Hours Whichever is earlier.				
			Weight	2,6 KG Max.				
	Projector		Į?	5x7 manual LCD Projector Screen	0	7.0	C	7.0
i.	Screen				>	17	0	77



SI.	Item Name	Warranty	Parameter	Specification	НО	она	HQ DHQ DDR&IC	Total
			CPU	Intel® Core™ i3-3110M (2.40 GHz, 3 MB L3				
				cache, 2 cores)	-			
			Motherboard/Chipset	Mobile Intel 5 series or higher chipset on OEM				
				Motherboard or AMD Equivalent				
			Memory	Minimum 4 GB DDR3 RAM 1066 MHz				
			Hard Disk	Minimum 500GB SATA HDD 5400 rpm				
			Monitor	14" wide screen LED				
		3 Years	Video Controller	Integrated with 512 MB dedicated VRAM		Æ	8 =	
r.	Laptop	Warranty	Peripherals	Minimum 8xDVD Writer Keyboard with	0	27	0	27
		Onsite		Touchpad				
			Miscellaneous	Blue Tooth, Wireless, 5.1 Card Readers-				
				Microsd/SD, Carry Case				
			Battery backup	6 cell Lithium ion Battery with minimum 4 hrs.			E.	
				backup with Adapter				
			Certification	Windows , RHEL, SUSE, Ubuntu				
			Operating System	Windows 7 Professional/ Windows 8 with Dual				£1
				Boot on Fedora Core 14/Ubuntu	(0)			



na	Item Name	Warranty	Parameter	Specification	НО	рно	DDR&IC	Total
100			TO SECTION OF THE SEC	Varia Malanda ac of cc				Quantity
			PKINI SPEED	22 IU 26 PPINI(A4 SIZE)				
			Print Resolution, black	600 X600 x 2 Dpi				
			Print Technology	Laser				
			Monthly duty Cycle	Up to 8000				
			Memory	Minimum 32 MB				
	Printer –I	3 Years	Print Language, Standard	Host based printing, PCL Se			×	
_	(Laser	Warranty	Duplex Printing	-	7	0	10	12
100	Printer)	Onsite	(printing both side of	Automatic (Standard)				
	No designation of the last of		the paper)					
			(Lange of the Control	Letter, legal, executive, postcards, envelopes				
			iviedia Size (Standard)	(No. 10, Monarch)				
			(motor) Carlo Cha	Up to 250-sheet input tray: 5.8×8.27 to $8.5 \times$				
			iviedia size(custom)	14in; priority feed Slot:3x5 to 8.5 x14 in				
			Paper handling Output	Up to 150 sheets output bin				
		4	Media size	A4,AS,A6,BS Postcards	6			
41	100							



USB cable, Driver CD ,Utility software ,CatS/6 UTP patch cable & One printing cartidge	Standard (builtin)	Support by all version of	windows/Linux/Ubuntu	<= 450 watt & Standby <=2.2 watt	Yes	3 years On site comprehensive
Accessories Include	Network ready	Operating System	compatibility	Power Consumption	Energy Star qualified	Warranty

DDR&IC Total Quantity					8 -		0 1						
рно рно							0						
НО		-											
Specification	16 TO 18 PPM(A4 Size)	20 to 22 PPM or higher (A4 Size)	600 X600 x 2 Dpi	600 X600 x 2 Dpi	Minimum 2 GB	Up to 40000 pages	Host based printing, PCL Se	Automatic (Standard)	Up to 250-sheet input tray: 5.8×8.27 to 8.5×14 in; priority feed slot: 3×5 to 8.5×14 in	Upto 150 sheets output bin			
Parameter	PRINT SPEED	PRINT SPEED, Black (Normal mode)	Print Resolution, black	Print Resolution, Color	Memory	Monthly Duty Cycle	Print Language, Standard	Duplex Printing (printing both side of the paper)	Media Size(Custom)	Paper handling U	1000		
Warranty						3 Years	Warranty Onsite						
Item Name						Printer – II	Laser Printer)						
S. S.							7.				The same of the sa		



USB cable, Driver CD ,Utility software ,Cat5/6	UTP patch cable & One printing cartridge	Standard (built in)	Support by all versions of Windows	/Linux/Ubuntu	<= 450 to 550 watt & Standby <=2.2 watt	Yes	3 Year Onsite comprehensive
Accessories Include UT		Network ready	Operating System	compatibility	Power Consumption	Energy Star Qualified	Warranty



SI.	Item Name	Warranty	Parameter	Specification	НО	оно	DHQ DDR&IC	Total
No								Quantity
∞	Software -I			MS Office 2010 Professional with media or Higher	7	27	10	44
	Software -		Core Protection	Complete protection with a deep system scan				
9.	П	1 Year		through AntiVirus, AntiSpyware, AntiMalware,	7	27	10	44
	(Antivirus)			AntiRootkit, Silent Firewall and IDS/IPS.				
			Web Security	Real time cloud-based security protection				
				restricts access to malware infected,			8	
				fraudulent and phishing websites.				
			Data Theft Protection	Prevents unauthorized copying of data using				
				flash drives.				
			Parental Control	Schedule, control and monitor Internet usage				
				for children. Configure parental control based				
				on user accounts.				
			Email Security	Cloud-based email security prevents spam,				
				phishing and infected emails from reaching on				
				inbox.				
			PC2Mobile Scan	Scans and cleans mobile phones, Smartphones				
				and PDA's from PC.				
		a	USB Drive Protection	Automatically scans external storage devices.				
				Protects USB drives from auto run infections.				



Lot -II

Total	Quantity								29						
DHQ DDR&IC									0						
рно									27						
НО									7				,		
Specification		16 Mega pixels or higher	16 Mega pixels or higher TFT LCD 3 Inch or higher with anti reflection coating SD memory card/ SDHC memory Card/SDXC memory card/ Multimedia Card JPEG 4x or higher Auto/100/200/400/800/1600/High Yes Approx:W = 3 cm to infinity Macro close up (T) = 80 cm infinity Auto, Portrait, Landscape, Night Snapshot. Indoor, Face self-timer, Low Light, Beach, Underwater, Foliage, Snow, Fireworks, Long Shutter, Movie, Documents Auto / Daylight / Cloudy / Fluorescent / Incandescent / Flash Auto/ Red Eye Reduction/Off/Face detection/noise reduction High Speed USB Connectivity									Lens Shift			
Parameter		Pixels (min)	Display size	Recording Media	Recording format	Zoom	ISO sensitivity Settings	Optical Zoom during movie recording	Auto Focus Range	Shooting Mode	White Balance	Flash Function	Interface	Vibration Reduction	
Warranty								9 9 4	3 Years Warranty	Onsite					
Item Name									Digital	Camera					
SI.	No								10.						



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1	74	7	
	W		
	77		

				80			
Weight			Supplied accessories		Power source	Supports	Operating System
min	Aprox. 190-200 gms with SO memory card 2GB	USB Cable, Installer CD,	AC adapter, carry case, Strap, Audio Video cable,	Compatible Rechargeable Li-Ion Battery, Charging	Rechargeable Li-lo Batterry	Calculation of the state of the	Support by All operating Systems
			0	1			

Annexure -IV

Datasheet

LOT-I

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark
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LOT-II

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark
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LOT-III

SI No	Item	Make	Model No.	Specifications	Total quantity	Compliance Yes/No	Remark
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Annexure- V

Price Bid Schedule

LOT-I

SI. No.	Item	Make	Model	Qty.	Unit Price (in Rs.)	Sales Tax (in Rs.)/VAT	Service Tax (in Rs.)/VAT	FOR Destination price (where applicable)	Total Cost (in Rs.)
				1					
Pariti									
			Ti.			-			

LOT-II

SI.N o	Item	Make	Model	Qty.	Unit Price (in Rs.)	Sales Tax (in Rs.)/VAT	Service Tax (in Rs.)/VAT	FOR Destination price (where applicable)	Total Cost (in Rs.)
	HEATH	ш							
								0	
	7 1 1 1								
	TE HEE							c.	
HH						I.			



LOT-III

SI.N o	Item	Make	Mode I	Qty.	Unit Price (in Rs.)	Sales Tax (in Rs.)/VAT	Service Tax (in Rs.)/VAT	FOR Destination price(where applicable)	Total Cost (in Rs.)



Annexure -VI

List of Project Sites

S. No.	Project site	Geographical Location	
1.	Head Quarter	Assam State Disaster Management	
4.	nead Quarter	Authority, Dispur, Guwahati	
1.		Baksa	
2.		Barpeta	
3.	9	Bongaigaon	
4.		Cachar	
5.		Chirang	
6.		Darrang	
7.		Dhemaji	
8.		Dhubri	
9.		Dibrugarh	
10.		Dima Hasao (N.C. Hills)	
11.		Goalpara	
12.	District Head Quarters	Golaghat	
13.		Hailakandi	
14.		Jorhat	
15.		Kamrup	
16.		Kamrup (Metro)	
17.	100	Karbi Anglong	
18.		Karimganj	
19.	1	Kokrajhar	
20.		Lakhimpur	
21.		Morigaon	
22.		Nagaon	
23.		Nalbari	
24.		Sivsagar	
25.		Sonitpur	
26.		Tinsukia	
27.		Udalguri	



1.	DDR&IC	Barpeta	
2.		Cachar	
3.		Dhemaji	
4.		Dhubri	
5.		Goalpara	
6.		Hailakandi	
7.		Lakhimpur	
8.		Morigaon	
9.		Nalbari	
10.		Nagaon	



Form of Contract Agreement AGREEMENT

This A	greement, made the	day of	2013, by and between				
(name	e and address of Purchase	er hereinafter called '	'the Purchaser") and				
(name	e and address of Supplier	hereinafter called "tl	ne Supplier") of the other part.				
Where	eas the Purchaser is desir	ous that the Supplier	execute				
(name	and identification numb	er of Contract herein	after called "the Contract")				
execu	ne Purchaser has acce tion and completion of su this Agreement witnesse	uch Contract.	tion submitted by the Supplier for	r the			
1.	respectively assigned to	o them in the Condi	shall have the same meanings as tions of Contract hereafter referre be read and construed as part of	d to,			
2.	700 (100 000 000 000 000 000 000 000 000						
3.	execution and complet	ion of the Contract t under the provisions	the Supplier in consideration of the Contract Price or such other su of the Contract at the times and in	m as			
4.	The General Conditions as contained in the To	and Special Condition ender Document. No reement and terms a	ons of the contract document (enclo o. RGR/ASDMA/35/2012/41 constit and conditions contained therein w	tutes			
	tness whereof the par , 2013	ties hereto have ca	used this Agreement to be exec	uted			
Signed	d By		(the Purchaser)				
Signed	d By		(the Supplier)				

