

Annexure A

AGREEMENT

*[to be executed on Rs.100 Kerala Stamp Paper (non-judicial)
and submitted with the tender documents – technical proposal]*

Articles of agreement executed on this the day of two thousand BETWEEN the State Mission Director, National Rural Health Mission (hereinafter referred to as “NRHM”)and Shri..... (here enter name and address of the tenderer) (hereinafter referred to as “the bounden”) of the other part.

WHEREAS in response to the Notification No dated the bounden has submitted to NRHM a tender for the specified therein subject to the terms and conditions contained in the said tender.

WHEREAS the bounden has also deposited with NRHM, a sum of Rs. as earnest money for execution of an agreement undertaking the due fulfilment of the contract in case his tender is accepted by NRHM.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by NRHM, and the contract for is awarded to the bounden, the bounden shall within..... days of acceptance of his tender, execute an agreement with NRHM incorporating all the terms and conditions under which NRHM accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, NRHM shall have power and authority to recover from the bounden any loss or damage caused to NRHM by such breach as may be determined by NRHM by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate, the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to NRHM under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Government may deem fit.

In witness whereof Shri. (here enter name and designation) for and on behalf of NRHM and Shri. the bounden have hereunto set their hands, the day and year shown against respective signatures

Signed by (date) (for bounden)

In the presence of witnesses:

- 1.
- 2.

Signed by (date) (for NRHM)

In presence of witnesses:

- 1.
- 2.

Annexure B

FORM FOR SUBMITTING DETAILS OF PAST EXPERIENCES

Sl. No.	ITEM	Government Agency with which dealt	Name and address of contact person (with tel. nos.)	Nature of work done	Quantity that was supplied in the last one years to Government (nos.)	
1.						
2.						
3.						
4.						
5.						

Annexure C

FORM FOR SUBMITTING DETAILS OF SUPPORT FACILITIES

Sl. No.	Full address of branch offices/press	Type of press ¹	Capacity	Personnel in Charge (name and designation)	Experience	Normal delivery time	Communication modes available (give all contact details)	Level of inventory maintained
1.								

¹ Whether Direct Press or Authorised

Tender No : NRHM/ SD/820/2009/SPMSU

Annexure D

FORMAT FOR SUBMITTING DETAILS OF SERVICES OFFERED

Sl. No.	Item ²	Work	Model	Details	Tender document page no. referring brochure of the equipment ³
1.					
2.					
3.					

² Use similar rows for all items specified in the tender

³ The pages of the technical proposal should be serially numbered, including the brochures, and the page number where the brochure for the quoted equipment is located should be indicated here for reference.

Tender No : NRHM/ SD/820/2009/SPMSU

Annexure E

CONTRACT AGREEMENT

(to be executed by the successful bidder on award of the contract)

This agreement made on this day of between NRHM, having its office at DHS Campus, General hospital Junction, Thiruvananthapuram – 695 001 (hereinafter referred to as “NRHM” which expression shall include its administrators, successors, executors and assigns) of the one part and (name of contracting company), a company/firm incorporated under the having its registered Office at (herein after referred to as “Contractor”, which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS NRHM has invited bids for (briefly describe scope of the works) as per its Tender specification no.

AND WHEREAS * had participated in the above referred bidding vide their proposal no. dated and NRHM accepted their aforesaid proposal and awarded the contract to * on terms and conditions contained in its letter of Indent/purchase order no. dated and the documents referred to therein, which have been accepted by * resulting into a “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:-

Article 1: AWARD OF CONTRACT

1.1 NRHM has awarded the contract to * for the work of on the terms and conditions contained in its letter of intend/Purchase order no. dated and the documents referred to therein. The award has taken effect from ie. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in the succeeding Article.

Article 2: CONTRACT DOCUMENTS

2.1 The contract shall be performed strictly as per the terms and conditions stipulated as per the following documents attached herewith (hereinafter referred to as “Contract Documents”):

i) NRHM’s Tender Documents in respect of Specification No. issued vide its letter No. dated consisting of Notice inviting Tender and conditions of contract including all amendments issued vide its letter(s) no(s). dated

(Volume-I)

ii) NRHM’s Schedule and Technical Specification (including Amendments issued vide its letter no. dated

(Volume-II)

iii) * proposal no. dated along with proposal sheets, payment terms and work schedules submitted by contractor entitled as “.....”

(Volume-II)

*
Brief name of the contracting company

- iv) Agreed Minutes of the meeting held on between NRHM and the contractor. (Volume-IV)
- v) NRHM's Letter of Intent/Purchase Order no. dated duly accepted by the contractor. (Volume-V)

2.2 All the aforesaid contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bid Documents (Volume I & II) and what has been specifically agreed to by NRHM in its Purchase Order. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its "Proposal" (Volume-III) but not agreed to specifically by NRHM in its Purchase Order shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this Agreement along with its aforesaid contract documents shall be referred to as the "Agreement".

Article 3: CONDITIONS AND COVENANTS

- 3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, liquidated damages, performance guarantee and all other terms and conditions are contained in NRHM's Purchase Order No..... dated..... read in conjunction with other aforesaid contract documents. The contract shall only be performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.
- 3.2 The scope of work shall also include supply and installation of all such items which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe and reliable operation of the equipment unless otherwise specifically excluded in the specification under "exclusions" or purchase order.

3.3 TIME SCHEDULE

Time is the essence of the contract and schedules shall be strictly adhered to. The contractor shall perform the work in accordance with the agreed schedule as given in letter of intent/work order.

- 3.4 The Contractor guarantees that the equipment package under the contract shall meet the ratings and performance parameters, as stipulated in the Technical Specifications (Volume II) and in the event of any deficiencies found in the requisite performance figures, the NRHM may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents and without any limitation.
- 3.5 It is further agreed by the contractor that the contract performance guarantee shall in no way be construed to limit or restrict the NRHM's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.4 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.
- 3.6 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency of repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

Article 4: SETTLEMENT OF DISPUTES

- 4.1 It is specifically agreed by and between the parties that all the differences of disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by process of settlement & arbitration as specified in clause and of the conditions of the contract and the provisions of the Indian Arbitration Act, 1940 shall apply and Kerala Courts alone shall have exclusive jurisdiction over the same.

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4.2 Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due, addressed to the signatories at the address mentioned hereinabove.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Thiruvananthapuram.

for National Rural Health Mission

(Signature)

(Name)

(Designation)

(Seal)

Witnesses:

1.

2.

for Contractor

(Contractors signature)

(Contractors name)

(Designation)

(Seal)

Witnesses:

1.

2.