

E-TENDER DOCUMENT

MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE KERTA DIST SURJAPUR (C.G.) E-Tender are invited from the reputed General Machinery Spare Parts and Other Items Purchase for 2500 TCD Sugar Factory within a time schedule.



E-TENDER DATE- 06/11/2020

Tender No. 1601(2)

**OFFICE OF THE MANAGING DIRECTOR,
MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE KERTA
DIST SURJAPUR (C.G.)**

TENDER FEES - 2000/-

Tender notice No- 1601(2)/MMSSK/P.O./ KERTA,

Date 29/10/2020

Tender Document No. :

Description of requirements:

MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE KERTA DIST SURJAPUR (C.G.) is a 2500 TCD Sugar Productive Factory. Requirement of After finalization of tender all materials must be supplied as directed by managing Director or his authorized official only.

NOTE:

1. This tender document is not transferable.
2. The document contains 31 pages
3. The Technical and Commercial bids should be signed on all pages by the authorized person or representative of the Vendor/Supplier only.
4. The Technical and Commercial bids shall be duly filled and submitted in original separate sealed envelopes.
5. Attach separate sheets wherever necessary.

Managing Director,
MMSSK VILLAGE KERTA

Acknowledgement

Name and address of the bidder

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PART- I TENDER DETAILS

1. TENDER NOTICE

Tender notice No- 1601(2) /MMSSK/P.O./ KERTA,

Date 29/10/2020

E-Tenders are invited by the Managing Director, MMSSK, VILLAGE KERTA Chhattisgarh from reputed manufacturing Items etc. supply at site connected with sugar mill and enabled services in India under the purchase rule admissible cooperative act and rules. The Vendor/Supplier participating in the tender shall execute all the Papers connected with Commercial and Technical Bids.

The bidders must fulfill all the following preconditions and must also submit documentary Evidence for fulfilling these conditions while submitting the Commercial /technical bid :

1. Bidders cannot bid for executing a part of the supply of materials. Original Dealer for Manufacturing Items etc and Non Authorized items are exempted For Dealership Certificate.
3. In Each Material the Bidders must quote delivery period, if the supplier doesn't Supply materials in quoted supply schedule management can charge penalty beyond the supply period.

Tender document can be obtained upon payment of non-refundable fee of **Rs. 2311/- (2000/- + 311/-** by way of Online in favor of **MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR, Payable at AMBIKAPUR between 31/10/2020 at 12:00 pm to 06/11/2020 at 12.00 P.M.** If a prospective Tenderer requests for tender documents Seal and Sign. by **UPLOAD**

The tender document man also be downloaded/Uploaded from the website: www.eproc.cgstate.gov.in .

The E- tenders will be received up to 12:00 PM on 06/11/2020 and opened on technical bid and commercial bid 06/11/2020 at 03:00 PM. Each tender should be accompanied by an **EMD of 10% of the total value of the Works/materials** being quoted. Only RTGS in favour of The EMD amount are bank deposit/Transfer account No. **30185543714, State Bank of India IFSC Code No. SBIN0000310 "Maa Mahamaya Sahkari Shakkar Karkhana Maryadit, Ambikapur Payable at Ambikapur.** And RTGS bank deposit/Transfer above mentioned account number. Deposited slip with UTR No. must be attached with tender form.

Managing Director,
MMSSK, KERTA

2. TENDER INFORMATION

1. Tender notice No- 1601(2) /MMSSK/P.O./ KERTA, date 29/10/2020
2. Cost of the Tender Document : 2311/-
3. Date of tender Document : 31/10/2020 at 12:00 pm to 06/11/2020 up to 12:00 PM
4. Last date and time for Upload of tender: 06/11/2020 at 12:00 PM
5. Date and time for opening of Tender: 06/11/2020 at 03:00 PM.

OFFICE OF THE MANAGING DIRECTOR,
MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE
KERTA DIST SURJAPUR (C.G.)

2.1 Venue for Opening the Technical and Commercial Bid :

OFFICE OF THE MANAGING DIRECTOR,
MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE
KERTA DIST SURJAPUR (C.G.)

3 Address for all Correspondence :

OFFICE OF THE MANAGING DIRECTOR,
MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR VILLAGE
KERTA DIST SURJAPUR (C.G.)

3. TENDER SUBMISSION

3.1 CONTENTS OF TENDER DOCUMENT

Part - I EMD.

Part - II Technical Bid (The technical bid should be filled and submitted in original)

Part - III commercial Bid (The Commercial bid should be filled and submitted in original)

3.2 PREPARATION OF TENDER COVER

3.2.1 The EMD should be uploaded as Envelope - A. The Technical Bid as prescribed should be filled in original and should be uploaded. The Technical Bid should be superscripted as Envelope - B - Technical Bid, Tender No. The Commercial Bid as prescribed should be filled in original and should be uploaded. The Commercial Bid should be superscripted as Envelope-C. Commercial Bid, Tender No. The bid should be unconditional and only in the form given in the tender document.

3.3 MODE OF SUBMISSION

- 3.3.1 The tenders shall be uploaded by eproc.cgstaste.gov.in site before the due date and time prescribed.
- 3.3.2 The bidders are requested to submit the tender within the time to ensure that the tender uploaded in time.
- 3.3.3 The tenders uploaded after the schedule date and time will not be considered.
- 3.3.4 Per products/Parts minimum 3 bids required as per norms.
- 3.3.5 EMD amount must be 10% of total tendered value.

3.4. EARNEST MONEY DEPOSIT (EMD)

Each tender should be accompanied by an **EMD of 10% of the total value of the Works/materials** being quoted. Only RTGS/NEFT in favour of **The EMD amount are bank deposit/Transfer account No. 30185543714, State Bank of India IFSC Code No. SBIN0000310 "Maa Mahamaya Sahkari Shakkar Karkhana Maryadit, Ambikapur Payable at Ambikapur.** And RTGS/NEFT bank deposit/Transfer above mentioned account number

- 3.4.1 Any tender submitted without EMD in the approved form will be rejected.
- 3.4.2 The EMD of the unsuccessful Bidders will be returned after the finalization of the Tender at the expense of such Bidders within a reasonable time, in consistent with the rules and regulations in this behalf.
- 3.4.3 The above EMD amount held by **Maa Mahamaya Sahkari Shakkar Karkhana Maryadit, Ambikapur.** till it is returned will not earn any interest thereof.
- 3.4.4 Government agencies are exempted from depositing earnest money.

3.5 CHECKLIST OF BID DOCUMENTS

The checklist will help the bidders to enclose all the relevant documents while submitting the tender.

3.5.1 Earnest Money Deposit (Envelope No. -A)

Bid Envelope No. -A Contain .Earnest money Deposit in the form of RTGS/NEFT

3.5.2 Technical Bid (Envelope No. -B)

- a) The technical bid and Commercial bid should be filled and signed with seal in the prescribed format only.
- b) The required EMD 10% by Only RTGS/NEFT in favour of **Maa Mahamaya Sahkari Shakkar Karkhana Maryadit, Ambikapur**
- c) The GSTIN No. certificate should be enclosed.
- d) The bidder should submit Last 3 Year IT certificate.
- e) The bidder must enclose in written Guarantee/Warranty of the material supplied
- f) Total tender amount should be mentioned in technical bid document along with 10% EMD amount.
- g) **FORM OF CONTRACT** (To be filled by the bidder on the letter Head) As per format in Sr. No. 9
- h) Tender rates are valid up to 12 months from the date of tender.
- i) Supplier must enclosed material safety data sheet certified by principal company with stamped and authority signature.
- j) Manufacturers, Authorization in Favor of the firm for Dealership/Stockiest if Applicable & Non Authorized items are exempted For Dealership Certificate

- k) Bidder EMD will be consider who has submitted EMD earlier, only shortage amount of EMD is required to be submitted.
- l) The Bidder should submit Experience Certificate or Purchase/Work Order of Sugar Plant.
- m) Test Certificate should be provided with each material with warranty Card.
- n) Preference will be given to Manufacturer/Latest Authorized person.

3.5.3 Commercial Bid (Envelope No. - C) Price Bid

The commercial bid should be filled and signed with seal in the prescribed formats only.

3.5.4 Terms under conditions under GST

- 1 The GSTIN of Sugar Factory is 22AADCK3183E1ZX
- 2 The GSTIN of 22AADCK3183E1ZX Sugar Factory should be clearly indicated in vendors Invoice.
- 3 The Vendor/Supplier has to produce the GST Tax invoice bills with the delivery of related materials/services. Material will not be received without Tax invoice.
- 4 The vendor should pay the GST on time and submit the proof of payment to Sugar Factory. In case of any such non compliance the Sugar Factory deserves the right to claim money equivalent to Input Tax Credit along with Interest and miscellaneous charges as borne by Factory.
- 5 The Return of Outward Supply in GSTR-1 should clearly specify the supplies made to Sugar Factory on timely basis and as per invoice issued. In case if the details are not submitted in GSTR-1 or if it is not correctly populated in our GSTR-2 then the Sugar Factory has right to withhold payment till the correction is made by the vendor.
- 6 The Payment to vendor will be made after deduction of TDS under Income Tax, GST as per rule of Local Authority, Chhattisgarh Government and or Central Government.

4. Scope of Work/ Supply

Bidders must have to follow the terms and conditions of tender form as well as purchase order issued by the factory.

4.1 Quality Management

1. The Vendor/Suppliers must maintain the quality and specification of the supplied goods. As mentioned in purchase order. If officers find any duplicacy or bellow norms same material should be sent to the out side reputed agencies for checking and whose cost will be debited from the venders accounts. Factory has already formed technical committee whose decision will be treated as final decision for every goods. If technical committee of the factory rejects any goods vender must return back within a week by own cost. Otherwise factory will not be responsible for said goods. In case the supplied material is found spurious, the same shall be returned by the sugar factory. The loss on account of cost material along with interest @ 18% shall be recovered from the party. Action for black listing the supplier may also be taken
2. vendor /supply should be Authorized Dealer for make & Specification if material required for particular make or company in that case he should be authorized manufacturer or authorized dealer. he has to produce authorization letter

4.2 Materials required

As per attached list of materials. (Commercial bid part- III)

4.3 Tentative Schedule

As per advised by the purchase order.

5. GENERAL TERMS AND CONDITIONS

In case of arising any dispute, Managing Director and Chairman of the factory will be only authority for the same.

5.1. The tender documents are not transferable.

5.2. Details to be furnished.

- 5.2.1 All particulars must be furnished as asked for in the prescribed technical and commercial bid.
- 5.2.2 The rate should be clearly indicated in figures. any overwriting will not be accepted.
- 5.2.3 The bidders should attest with full signature, if there is any scoring or overwriting or Correction.
- 5.2.4 Special Information as required in the technical bid must be furnished; else the bid is liable to be rejected.
- 5.2.5 The Bidder has to submit the undertaking in the prescribed format in the technical Bid that he accepts all the commercial tender conditions.

5.3. The Tender Accepting Authority reserves the right:

- 5.3.1 To reject any or reserves the right to cancel any or all the tenders without assigning any reason thereof, In such a case the tenderers shall not be eligible for any compensation.**
- 5.3.2 To split and place order to one or more bidders.& As per factory requirement only place the work order, those items which factory is not willing to purchase will refund the EMD.
- 5.3.3 To revise or amend specifications. And factory have right to negotiations and if the price of tender is very high then right to purchase from direct manufacturer or Authorized dealer and stockiest**
- 5.3.4 The Unit Rate Quote Without Tax and Included Freight, Loading, Unloading F.O.R. Sugar Factory Village Kerta Ex Godown
- 5.3.5 To relax, waive or modify any of the conditions stipulated in the specification Wherever deemed necessary.
- 5.3.6 As per Norms Steel/Iron Material will be purchase SAIL registered firms.
- 5.3.7 The Bidder Should Provide Their Gate Pass.
- 5.3.8 The Bidder Should Provide Latest Authorization Letter
- 5.3.9 The Bidder Should Provide Test Report As per specification Or Performance Reports

5.4 Opening of Tender

- 5.4.1 The tender committee in the presence of Managing Director, MMSSK, AMBIKAPUR Chhattisgarh or any other Officer authorized by him will Open the tender on his behalf. At the time of opening the tender bidders or their representatives with a letter of authority can represent.
- 5.4.2 The Technical bid will be evaluated and the list of technically qualified bidders will be prepared by Office of the Managing Director, MMSSK, AMBIKAPUR.
- 5.4.3 If the technical bid found OK, then only Commercial Bid will be opened and evaluated.
- 5.4.4 The bidder who purchases the Tender document alone should submit the tender. If the tender document is found transferred, the tender will be summarily rejected.
- 5.4.5 ***The Tender accepting Authority reserves the right to Negotiate for further reduction of rates from the lowest tenderer (L-1) only. After acceptance of the tender by the Tender committee, the bidder shall have no right to withdraw the tender or claim higher price.***
- 5.4.6 **The decision of the Tender Accepting Authority will be final in this regard.**

5.5 Tender Evaluation

- 5.5.1 The Envelope-A Shall contain only technical Bid with the required EMD (and cost towards tender document, if downloaded from internet)
- 5.5.2 On opening of the Technical bid (Envelope-B), if the required EMD is not enclosed, the tender will be rejected
- 5.5.3 The Envelope-C Shall contains only Commercial Bid.
- 5.5.4 The Commercial Bid of those bidders who did not qualify in the Technical Bid will not be opened.

5.6 Acceptance/ Withdrawal

- 5.6.1 The final acceptance of the tender would be entirely vested with the Tender Accepting Authority (Managing Director,) who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of Office of the Managing Director to communicate in any way with the rejected Bidders.
- 5.6.2 After acceptance of the tender by the Tender Accepting Authority, the Bidder shall have no right to withdraw the tender or claim higher price.
- 5.6.3 Tender with incomplete information is liable for rejection.
- 5.6.4 For each category of pre-qualification criteria, documentary evidence is to be produced duly attested by the Vendor/Supplier, Serially numbered Enclosed with the technical bid. If the documentary proof is not enclosed for any/all criteria, the tender is liable for rejection.
- 5.6.5 If any information given by the bidder is found to be false / fictitious, apart from the tender being rejected, action will be initiated to debar the tender from participating in future tenders.
- 5.6.6 The rate quoted by the bidder must be comprehensive including all the components mentioned in the tender. The rate quoted amount of firm will be final till the actual delivery of the materials and is not subject to any escalation whatsoever.
- 5.6.7 The Tender accepting Authority reserves the right to negotiate for further reduction of rates

- 5.6.8 As per factory requirements only the management will purchase the spares. The factory is not bonded to purchase all spares/materials which is floated in tender. Tender/Order Quantity may be increase or decrease as per requirement.

5.7 Forfeiture of Earnest Money Deposit

Furnishing incorrect or false information may result in forfeiture of EMD in full or part at the discretion of the Office of the Managing Director in addition to rejection of tender.

5.8 Security Deposit

- 5.8.1 RTGS/NEFT submitted by vender will be treated as security deposit- so the E.M.D. must be given as RTGS/NEFT. Only.
- 5.8.2 EMD remitted by Vendor/Supplier will be forfeited by office of the managing Director and his bid will be held void.
- 5.8.3 E.M.D. Transfer/Deposit by vender will be treated as security deposit- so the E.M.D. must be given as Bank Transfer/Deposit Karkhana Account only, not by Cheque Our DD
- 5.8.4 The successful bidder should sign an agreement only on fulfillment of the above condition.
- 5.8.5 The security deposit furnished by the successful Bidder in respect of his tender will be returned to him at the end of the contract period, subject to the satisfaction of the office of the managing Director.
- 5.8.6 The security deposit till it is returned will not bear any interest.
- 5.8.7 Charging of higher Rates in Comparison to other public under takings/Private sector will also make the supplier (Tenders') liable for cancellation of rate contract together with considering black listing their firm & forfeiting the EMD/Security Money.

5.9. Forfeiture of Security Deposit

If the successful bidder fails to sign the contract, fails to perform any contractual obligation, his security deposit mentioned above will be forfeited by Office of the managing Director.

5.10 Agreement

- 5.10.1 The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the Successful Bidder will be referred to as Vendor/Supplier.
- 5.10.2 The Conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Office of the managing Director and recovery of any consequential losses from the Vender.

5.11 Assigning of tender in whole or part

The Vender should not assign or make over the contract, the benefit of burden thereof to any other person or persons or body corporate. No under-letting or Sub-letting to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the prior written consent of Office of the managing Director. MMSSK, AMBIKAPUR.

5.12 Penalty and Termination for Non-fulfillment of contract

If the work is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty as specified in the tender will be levied by extending the duration. If the work is not completed even beyond the extended period, the Contract will be terminated at the risk and cost of the Vendor/Supplier.

5.13. Force Majored

Neither the department nor the Vendor/Supplier shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared.
- c) Accidents or disruptions including but Nat limited to fire and explosions.
- d) Transit Insurance will be at the risk of the purchaser.

5.14. Testing of Items

The sugar Factory will be at liberty to get the sample of material tested from Any reputed test laboratory & the testing charges will be borne by the supplier (if needed). If samples of the Items are found to be Sub-Standard or below the Specifications, the Sugar factory Reserves the Right to reject the supplied material/ Items.

5.15. Jurisdiction for Legal Proceedings

Any suits or proceeding in this regard shall be instituted in a **Court of Deputy Registrar, Co-Operative Society, Surajpur** only. No other court shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Court.

6. SPECIAL TERMS AND CONDITIONS

6.1 Eligibility Criteria

The bidders should fulfill all the preconditions as mentioned in section 1 of part I of Tender notice.

6.2 Evaluation Criteria

Apart form the preconditions in addition to price the following will also be taken in to account for evaluation purposes.

- a) The bidder shall furnish all the relevant particulars of the existing facilities and trained manpower for such job.
- b) Past performance in execution of such project/work should be furnished in the bid along with certification of satisfactory completion form the concerned authorities. If required by the Factory.
- c) The Vendor/Supplier should not have been blacklisted or should not be insolvent.

6.3 Equipments

- 6.3.1 The Materials shall comply with specification given in the tender document.
- 6.3.2 The bidder shall maintain the quality of Materials/ services.
- 6.3.3 The maintenance service, minor or major replacement etc. shall be the responsibility of the Vendor/Supplier.
- 6.3.4 The Tender Accepting Authority reserves the right to cancel the contract if inferior quality materials are supplied/ used or delay in deployment of teams/ equipments delay in execution of the allotted work and reassign the contract to any other Vendor/Supplier(s) at a price to be decided and any excess cost paid To the new Vendor/Supplier will be recovered from the original Vendor/Supplier.

Manpower

- 6.4.1 The Vendor/Supplier shall ensure that the behavior of all the staff is decent and courteous. The persons reported for any indecent behavior must be immediately replaced.
- 6.4.2 All the statutory responsibilities like P.F. ESI Insurance, etc for the persons to be employed for the contract shall be responsibility of the Vendor/Supplier. Office of the Managing Director will not be construed as an employer directly or indirectly for the same.
- 6.4.3 Boarding lodging, incidental expenses, medical expenses, etc shall be borne by the Vendor/Supplier for the Vendor/Supplier's manpower.
- 6.4.4 The manpower employed for the job shall get trained in the overall management of the field operations.

6.5 Other Conditions

- 6.5.1 Any motor parts of the factory will operated on permission of concerning officials only. Otherwise The Vendor/Supplier will be responsible for any type of loses.
- 6.5.2 Office of the Managing Director shall not pay any increase in rate on account of any price revision during the contract period.
- 6.5.3 Office of the Managing Director reserves the right to make revision in terms and conditions of supply.

6.6 Delivery & Penalty

- 1. Penalty will be levied at the rate of 1 % per week or part thereof on the total contract value if the ordered material is not supplied according to the time schedule specified in the contract / purchase order subject to conditions. The Office of the Managing Director may cancel the entire order without any intimation. According to seriousness of the reason Managing Director & P.C. may blacklisting of the bidder/vender. And forfeiting the EMD/Security Money.

2. If the Material is not delivered within stipulated period, the buyer reserves the right to return the goods at the cost & Expenses of the supplier and shall recover all losses made in arranging supplied from other sources. And may claim the difference amount which has purchased from other vender along with all Expenses.

6.7 Deliverables

The required materials/services shall be delivered as specified in the tender/purchase order.

7. PAYMENT CLAUSE

1. The Vendor/Supplier has to produce the invoice or bills with the delivery of related materials/services.
2. Advance Payments will be made as per the terms & conditions of the tender document and rest of the materials which had not mentioned will not paid advance payment .
3. Payment will be made after satisfaction of the technical officers of the factory only.
4. Payment can be realized in one or more installments according to financial condition of the factory.
5. Sugar factories shall deduct the price of short material according to less weight received on the basis of landed price of the material.
6. In case of delayed supplies, deduction of liquidated damages as per provisions in WO/PO shall be made from payments.

8. WARRANTEE & GURANTEE:

1. The Supplier shall warrant that everything to be furnished hereunder shall be free from all defects and defaults in material, workmanship and manufacturing and shall be of the highest grade consistent with the established and generally accepted standards for materials of the type ordered and fit for the purpose.
2. This warranty shall survive inspection, payment for and acceptance of goods but shall expire after 12 months from the date of receipt of item by the consignee or 6 months from the date of installation except for certain items such as Nickel Screens or as specified by the Purchaser. For items whichever is earlier except in receipt of complaints, defects and/ or claims notified to the supplier within the said warranty period. If any materials found defective, the consignee shall submit his claim to the Supplier within the period of warrantee. The supplier shall be given necessary facilities to investigate such claims at consignee's end.
3. The supplier's liability shall be limited to arranging necessary replacement of the defective item (s) free of any charge only to the extent that such replacement are attributable to or arise from the faulty workmanship or material or design in the manufacture of spares. All replacement shall be made free of cost at ultimate destination. If the supplier so desires, the replaced spares can be taken over by his representative in India for its disposal as he deems fit, within a period of three months from the date of receipt of the replacement of defective spares by

Purchaser. At the expiry of this period, no claim in this respect shall lie on purchaser.

4. All replacement that the purchaser shall call upon the supplier to replace after first being discovered will be delivered under the warrantee, strictly in accordance with the delivery schedule(s) of this rate contract from the date from which the purchaser calls upon the supplier for replacement of defective spares.
5. The supplier shall have the option to request the release of any spares or part thereof said to be defective under warrantee conditions of the Rate Contract. The release of such spares will be to allow the supplier to rectify at his premises. In order to allow release of spares or part thereof the Seller will provide the purchaser with an indemnity bond.
6. Failure to replace defective spares within the agreed time will render the supplier liable to pay liquidated damages. In case, however, the supplier fails to replace the defective spares even within three calendar months after the agreed time for such replacement (s), the purchaser shall be within his rights to recover the cost of the defective spares from the payments due to the supplier.
7. Any approval or acceptance by the Purchaser of the spares incorporated herein shall not in any way limit the supplier's liability hereunder in respect of latest defects imputable to the manufacturer but not detected upon acceptance of the works.
8. The warrantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser or on his behalf in any way whatsoever without written consent of the supplier so as to affect its strength, performance or reliability or to any defect to any part, to misuse, negligence or accident.
9. The warrantee is expressly in lieu of all other guarantees express or implied including any implied guarantee or merchantability or fitness for a particular purpose and of all other warrantee obligations or warrantee liabilities on Seller's part.

9. FORM OF CONTRACT

(To be filled by the bidder on the letter Head)

Tender notice No- 1601(2)/MMSSK/P.O./KERTA,
To,

date – 29/10/2020

THE MANAGING DIRECTOR,
MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT
AMBIKAPUR, VILLAGE KERTA DISTT. SURAJPUR.(C.G.)

Dear Sir,

1. This Contract shall remain in force during the Contract period of one year commencing from the date of the signing of this contract. But in the event of any breach of terms and conditions of the contract at any time on the part of the Vendor/Supplier, the Contract shall be terminable by the M.D. without any compensation to the Vendor/Supplier and also at the risk and cost of the Vendor/Supplier.
2. The Vendor/Supplier agrees to carryout by way of various suppliers/dealers/manufacturers as per the factory's guidelines within the stipulated period prescribed by the M.D. at the agreed rates for the different materials as per the detailed to this contract which will form the part of this Contract . This rate is firm and is not subject to enhancement on any ground, during the contract period.
3. The rate for the contract as detailed in this contract includes GST, Freight, Octroi, Insurance, installation transportation and commissioning charges and Such other levies that may be applicable from time to time .
4. The goods or materials to be supplied under this contract are to be of the quality and of the sort specified in the tender document.
5. The goods or materials are to be supplied at the MANAGING DIRECTOR, MAA MAHAMAYA SAHAKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR, VILLAGE KERTA DISTT. SURJAPUR. (C.G.) without any extra cost in such quantities or numbers contained in the purchase orders.
6. If the work is not as per specifications, the M.D. shall have the full Authority to terminate the contract, forfeit the earned money deposit of the Vendor/Supplier and take any such action that will be deemed fit in the circumstances at the risk and cost of the Vendor/Supplier.
7. The Vendor/Supplier shall supply only standard quality materials/services.
8. The materials or goods shall be guaranteed against any manufacturing defects and bad workmanship.
9. Penalty will be levied at the rate of 1% per week or part there of on the total contract value if Vendor/Supplier is find unable to supply the materials/service is not provided or completed according to the time schedule in the purchase orders conditions. the Office of the Managing Director may cancel the contract/order for the entire work or a part of the that . Besides, such performance may entail action towards blacklisting of the Vendor/Supplier.
10. If there are any manufacturing or other technical defect, the same will have to be rectified or replaced free of cost by the Vendor/Supplier.

11. The guarantee will cover all the materials and goods supplied by the Vendor/Supplier under this contract /order irrespective of the fact whether these have been manufactured by the Vendor/Supplier or not.
12. No advance payment will be made.
13. The Contract or any part share of interest in it shall not be transferred or assigned by the Vendor/Supplier directly or indirectly to any person or persons whomsoever without the prior written consent of the M.D.
14. Neither the M.D. nor the Vendor/Supplier shall be to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
 - (a) Natural phenomena including, but not limited to earthquakes, floods and epidemics.
 - (b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.
 - (c) Accidents or disruption including, but not limited to fire and explosions.
15. Unless otherwise provided in the Contract any notice , request , consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail , postage prepaid / tale fax return receipt requested in the case of the Vendor/Supplier to the M.D. at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by link notice hereunder and any Such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.
16. Any notice to the Vendor/Supplier if given or left in writing at their usual or last known place of abode or business shall be deemed to be duly given.
17. In case of any dispute, claims and differences arising out of or in connection with this, the matter will be referred to an Arbitrator mutually agreeable to both parties who will be the Arbitrator and his decision will be final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Surajpur Chhattisgarh.
18. In case of breach of any of the conditions of the contract by the Vendor/Supplier during the contract period the M.D. reserves the right to recover costs/liabilities arising due to such breach apart from the termination of the Contract by the M.D.
19. All statutory obligations/liabilities like Salary, ESI, P.F., etc as per Labor Laws for the manpower employed for this contract will be the responsibility of the Vendor/Supplier.
20. The Vendor/Supplier shall insure at their own cost against any risk like fire, theft, accidental damages etc.
21. The manpower appointed by the Vendor/Supplier should report to the Officials concerned as authorized by the Office of the M.D. about their attendance, leave and report other matters connected with the work.

22. The manpower employed by the Vendor/Supplier will have no right in any manner to claim any benefits/rights with the M.D. The staff deployed by the Vendor/Supplier shall be well behaved and compliance thereof will be the responsibility of the Vendor/Supplier.
23. The Vendor/Supplier herein shall indemnify the M.D. and keep always indemnified the M.D. for any loss, damage, expense, costs etc, which the M.D. may have to incur by reason of any omission/commission, in this regard by the Vendor/Supplier.
24. All the above terms & conditions of the tender document are acceptable to us.
25. I/We agree to supply and deliver the items at our factory as per the supply and delivery Schedule to be provided in the purchase/Supply order under the terms and conditions of the tender document.
26. We have read and examined all contents/Terms and conditions of the tender documents.
27. I/We hereby submit my/our bid for supply and delivery of the
28. I/We hereby submit my/our bid for supply and delivery of the item(s) covered under my/our bid as per specifications for your factories at our works in addition to this, the particulars of our organization such as legal status, details of experience and past performance and capacity statements have also been furnished.
29. I/We agree to the provisions of the Tender Documents including the Terms and Conditions and are submitting this bid according to those provisions and Terms & Conditions.
30. I/We agree that our EMD will be forfeited, under the circumstances, furnished in the Tender Document.
31. This contract is subject to the jurisdiction of courts at Surajpur only.

Your's Faith fully,

Name:

Designation:

Official seal of the supplier.

(फर्म अपने लेटर पैड में सत्यनिष्ठा वचन पत्र को हस्ताक्षर कर संलग्न करें)

सत्यनिष्ठा वचन पत्र

मैं.....फर्मप्रोप्राईटर
का नाम.....पिता का नाम
.....पता.....का निवासी हूँ मैं
शपथ पूर्वक कथन करता हूँ कि

1. मेरे द्वारा कोड किया गया दर न्यूनतम है एवं इससे कम दर पर किसी अन्य फर्म को सप्लाई नहीं करूंगा।
2. मैं द्वारा कोड कि गई सामाग्री का व्यापार मेरे द्वारा किया जाता है जिसकी समस्त जानकारी मुझे है।
3. मेरी फर्म द्वारा पूर्व कार्यादेशों की सामाग्री सही समय में एवं गुणवत्ता के अनुसार सप्लाई की गई है। मेरी फर्म द्वारा पूर्व के कार्यादेश की कोई सामाग्री शेष नहीं है।
4. मैंने निविदा में भाग लेने या कार्य आदेश प्राप्त करने के उद्देश्य से संस्था के किसी कर्मचारी/अधिकारी से कोई सम्पर्क नहीं किया है और नहीं कोई अनुचित व्यावहार किया है जिससे अनुचित लाभ प्राप्त हो।
5. मैंने कुल आइटम संख्याकी कुल राशि (अंको में).....

.....(शब्दों में).....
का दर प्रस्तुत किया है जिसका दस प्रतिशत की दर से कुल राशि
रूपये.....कारखाना के खाता क्रमांक.....

.....संस्था के पक्ष में जमा किया है यदि मेरे द्वारा दी गई कोई
जानकारी असत्य पाई जाती है अथवा सामाग्री सप्लाई में विलम्ब किया
जाता है या सही गुणवत्ता का नहीं पाया जाता है तो समस्त
ई0एम0डी0 राशि संस्था के पक्ष में जप्त करने हेतु अधिकृत करता हूँ।

फर्म/प्रतिनिधि

हस्ताक्षर

**MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA
MARYADIT AMBIKAPUR, VILLAGE KERTA DISTT. SURAJPUR
(C.G.) E-Tender are invited from the reputed General Machinery
Spare Parts and Other Items Purchase for 2500 TCD Sugar Factory
within a time schedule.**

PART-II TECHNICAL BID (Envelope-B)

MANAGING DIRECTOR,
MMSSK- VILLGE KERTA
DISTT. SURAJPUR (C.G.)

PART - II TECHNICAL BID (Envelope-B)

(Attach additional sheet if required)

Tender notice No- 1601(2)/ MMSSKM/P.O./KERTA,

date -29/10/2020

Tender Document No. :

1. Details of the Bidder

1.1 Name and place of the Organization

.....
.....
.....
.....

1.2 Name of owner/ proprietor.....

1.3 Nature of the Organization

Tick out here :- Govt. * Public * Private * Partnership * Proprietorship *

1.4. Office address -

.....
.....
.....
Telephone No.....
Fax No
E-mail.....

1.5- Address Contact person:-

.....
.....
.....
Telephone No. No
Fax No
E-mail.....

1.6 Registrations -

PAN No. :
CST Regna. No. :
Local ST Regna. No. :
GST. No. :
Phone No. :
Fax No. :
E-Mail address :

Signature of the Bidder with seal :-

1.7 Banker's name and address :-

a) :
:
b) :
:

1.8 Functioning of the company for the last Three years enclose any of the documents mentioned below- (for Authorized Dealer)

a) Partnership Agreement (If Required)

b) Certificate of incorporation (If Required)

1.9 Give details of the turnover in previous Three consecutive years .
Enclose Audited Balance sheet or Auditor's certificate

a) 2017-2018 :

b) 2018-2019:

c) 2019-2020 :

1.9.1. For non Authorized Dealer only pan no. /GST no With last one year income tax certificate is required.

1. 10. Financial creditworthiness (if any)

a) Creditworthy Certificate form Bank/Financial institutions (If Required)

b) Bank credit facilities (If Required)

1.11 I T Clearance Certificate of Previous Year

1.12 Total tender Amount

EMD Amount @ 10%

Rs.....

Rs.....

Signature of the Bidder with seal

3. Particulars of EMD enclosed-

- i) Amount of Transfer. :
- ii) UTR No. and date :
- iii) name of the bank :
- vi) Other Particulars :

If it is transfer the amount more than one, please mention as bellow-

S.No.	UTR .No.	Date	Amount (Rs.)	Name of the Bank
-------	----------	------	--------------	------------------

1.				
2.				
3.				
4.				
5.				

Total

Note: The tenders without required EMD in the Technical Bid are liable for rejection.

Signature of the Bidder with seal

4. Declaration on Commercial Bid

I/We agree that the offer shall remain open for acceptance for a minimum period of 30 days from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

I/We agree with the Special Terms and Conditions, General Terms and Conditions and Payment clause enclosed with the tender and shall abide by the clauses. I/We declare that the commercial bid has been submitted without any conditions and strictly as per the conditions of the tender document and I/We am/are aware that the commercial bid is liable to be rejected if it contains any other conditions.

I/We declare that information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bidder.

Signature of the Bidder.

Name of the bidder :

Name and Address of firm :

Phone No. :

Fax No. :

E-mail :

Date and Office seal :

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

- 1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on.....day of the month.....20....., between, the Government of Chhattisgarh acting through Shri.....(Designation of the office, Department) Government of Chhattisgarh (hereinafter called the “BUYER”, Which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri.....Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular

BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, un fair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
 - (i) RTGS/NEFT UTR NO/
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the(BUYER).....on demand within three working days without any demur whatsoever and without seeking and reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for

violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required.

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER (s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the

time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependant upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forth with to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

MAA MAHAMAYA SAHKARI SHAKKAR KARKHANA MARYADIT AMBIKAPUR,
VILLGE KERTA DISTT. SURAJPUR (C.G.) E-Tender are invited from the reputed General
Machinery Spare Parts and Other Items Purchase for 2500 TCD Sugar Factory within a time
schedule.

PART-III COMMERCIAL BID (Envelope-C)

MANAGING DIRECTOR,
MMSSK - KERTA
DISTT. SURAJPUR (C.G.)

PART - III COMMERCIAL BID (Envelope-C)

(Attach additional sheet if required)

date – 29/10/2020

Tender notice No-1601(2)/MMSSK/P.O./KERTA,

Tender Document No. :

1. Details of the Bidder

1.2 Name and place of the Organization

.....
.....
.....

1.2 Name of owner / proprietor.....

1.4. Office address -

.....

.....

Telephone No.....

Fax No

E-mail.....

1.5- Address Contact person:-

.....

.....

.....

Telephone No. No

Fax No

E-mail.....

Signature of the Bidder with seal