



MAHARASHTRA STATE MINING CORPORATION LTD.

(A Government of Maharashtra Undertaking)

Udyog Bhavan, 3rd Floor, Civil Lines, Nagpur- 440 001

Tel.No. 2565051 to 53 (P.B.X.), 2553727 (M.D)

Fax : 0712-2565054

Email : info@msmc.gov.in

www.msmc.gov.in

TENDER DOCUMENT

- 1) **FOR OBTAINING ENVIRONMENTAL CLEARANCE(Category B)**
- 2) **FOR OBTAINING GROUND WATER CLEARANCES**
- 3) **FOR OBTAINING NOC FROM MPCB(Consent to establish/operate)**

For

“VALUE ADDITION PLANT”

TITANO FERROUS MAGNETITE ORE CAPACITY – 30,000 Tpa

At : Mohgaon , Tah. Amgaon , District Gondia, Area 5.89 acre

Tender Notice No. 12/10

MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhawan, Civil Lines, Nagpur – 440 001

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SHORT TENDER NOTICE

Sealed tenders are invited from the appropriate Consultants/agencies for following works.

- 1) OBTAINING ENVIRONMENTAL CLEARANCE (Category B)
(As per S.O. 1533 (A) dated 14th Setp, 2006 MoEF)
- 2) OBTAINING GROUND WATER CLEARANCES
- 3) OBTAINING NOC FROM MPCB (Consent to establish/operate)

For the value addition plant of Titano-Magnetite of maximum 2500 tonnes per month capacity at an Area of 5.89 acres (non-forest) at: Mohgaon , Tah. Amgaon, District Gondia,

Interested agencies may obtain the Tender documents on any working day during office hours from MSMC's Registered Office, From 24/05/2010 to 26/05/2010 up to 14.00 hrs. on payment of Rs. 5000/-. Details are available on MSMC's website (www.msmc.gov.in) The bid should be submitted before 14.00 hrs. of 26/05/2010, and will be opened at 15.00 hrs. on the same day.

MSMC reserves the right to reject any or all the tenders without assigning any reason.

Tender No.12/10

Managing Director

Qualifying Requirements

The schedule for bidding is given of this bid document. The Commercial Bid shall be opened for bidders who would satisfy the following Technical & Financial requirements.

Bidding can be done by consortium of a maximum of three member/consultant. These should an agreement between consortium members with identified land members.

Technical Requirements:

(a) The Bidder shall have adequate competent, qualified and experienced technical man power consisting of Environment Engineers/Geologist, forest experts to successfully complete the activities as mentioned in the Scope or work.

(b) The bidder should have three years experience of handling similar work for at least 5 projects.

(c) The Bidder shall furnish necessary documentary evidence in his technical bid in proof of having meet the qualifying requirements mentioned at (a) and (b) above.

(d) Bidder should have got clearance for at least 3 projects mentioned under each head in the scope of work.

Financial Requirement:

Sr. No.	Particular	Amount in Rs.
1	Gross Services income for the Financial year ending 31 st March 2010 should be	Rs 3 crores
2	Net worth as on 31 st March 2010	Rs. 50 Lac.

In case of consortium the financial criteria can be met any of the consortium member.

MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhawan, Civil Lines, Nagpur – 440 001
Ph. No. 0712-2565051 to 53, 2553316, Fax : 0712 2565054

TENDER DOCUMENT

Tender Notice No 12/10

Date : 21/05/2010

Name of Work : 1) Obtaining Environmental Clearance (Category B)
As per S.O. 1533 (A) dated 14th Sept, 2006 MoEF
2) Obtaining Ground Water Clearances.
3) Obtaining NOC from MPCB. (Consent to establish/operate)

Date & Time of receipt of Tender : At 14.00 hrs. of 26th May, 2010

Date & Time of Opening of Part-I of the Tender : At 15.00 hrs. of 26th May, 2010

Approved for Sale

To,

(Name & Address)

M/s. _____

Demand Draft/Cash Receipt No. _____ **Date** _____

Authorised Signatory
For Maharashtra State Mining Corporation Limited

MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhawan, Civil Lines, Nagpur – 440 001

TENDER TERM AND CONDITION

Sealed tenders are invited for the following work under two bid system from reputed and experienced contractors having adequate experience. The experience of the tenderers shall be assessed on the basis of the work executed by them during the last 3 financial years.

Brief Particulars of work	Location	Period of contract
1) Obtaining Environmental Clearance (Category B) As per S.O. 1533 (A) dated 14 th Sept, 2006 MoEF	Village - Mohgaon, Tahsil - Amgaon, Distt. - Gondia Area 5.89 Acres.	3 months from the date of work order
2) Obtaining Ground Water Clearances	-do-	
3) Obtaining NOC from MPCB (Consent to establish/operate)	-do-	

1.1 VALIDITY PERIOD OF THE RATES QUOTED/TENDERS :

Minimum 3 calendar months from the date of opening of Part-I of the tender.

1.2 EARNEST MONEY :

Rs.1,00,000/- (Rupees One Lac only) is to be deposited by Bank Draft drawn in favour of “Maharashtra State Mining Corporation Limited” on any of the Nationalized/Scheduled Bank, payable at Nagpur.

1.3 AVAILABILITY OF TENDER DOCUMENTS :

Tender documents including terms and conditions of work, would be available on payment of Rs.5000/- (Rupees Five thousand only) towards the cost of tender documents on any working day from Office of the Managing Director, Maharashtra State Mining Corporation Ltd., Udyog Bhawan, 3rd Floor, Civil Lines, Nagpur-440 001 upto 14.00 hours of 26/05/2010., Details are available on MSMC’s website www.msmc.gov.in.

2. GENERAL INSTRUCTIONS FOR SUBMISSION OF TENDER

2.1 The tenderer is required to submit his offer in sealed covers giving reference to Tender Notice No. date and name of the work containing offers in two parts, viz, Part-I and Part-II. As specified in the Tender Documents, Part-I & Part-II should in separate sealed covers clearly super scribing as Part-I and Part-II

on the respective envelopes giving reference to the item for which he is submitting his tender.

Part-II envelope (contain price bid only) will be opened only in respect of such tenders as found valid after scrutiny of Part-I.

Note : In Part-I, the tenderer has to enclose Earnest Money Deposit, details of Technical conditions and all other documents as asked for. They should also bring all the original certificates for verification at the time of opening of Part-I. The sealed covers should be fastened and impressed upon by a seal in such a manner that it would not be possible to open the covers without breaking the seal.

- 2.2 Intending tenderers are advised to inspect the site before quoting rates. The details of site can be obtained from the office of MSMC, Nagpur.
- 2.3 Conditional offers will not be entertained from the tenderers.
- 2.4 Documents submitted should be clear and legible.
- 2.5 EMD of successful bidder would be retained by MSMC as security deposit.

3. RECEIPT OF TENDERS

3.1 The tenders may be deposited in the Tender Box located at the office of the Managing Director, Maharashtra State Mining Corporation Limited, 3rd Floor, Udyog Bhavan, Civil Lines, Nagpur-440 001. Tenders will be received only up to 14.00 hr on 26/05/2010 and will be opened on the same day at 15.00 hr at Corporation's Registered Office before the participating tenderers or their duly authorized representatives, who would present the authorization for the purpose.

3.2 Maharashtra State Mining Corporation Ltd.(MSMC) is not under any obligation to accept the lowest tender/tenders. MSMC reserves right to reject any or all the tenders without assigning any reason whatsoever, and also to distribute the work and allot the work/works to more than one tenderer, at its sole discretion.

Maharashtra State Mining Corporation Ltd. shall not be responsible for any consequences due to misprinting or any wrong translation by the newspaper concerned. The tenderer should contact the tendering authority and verify facts in case of confusion, before submission of tender.

Mode of tender evaluated, as may be approved by the MSMC shall be final and binding to all tenderers. MSMC shall not entertain any correspondence in this regard.

MAHARASHTRA STATE MINING CORPORATION LIMITED

OFFICE OF THE MANAGING DIRECTOR

3rd Floor, Udyog Bhavan, Civil Lines, Nagpur – 440 001

DETAILED TENDER NOTICE

1. (a) Sealed tenders in prescribed forms and in two parts with name of work super scribed as :-
 - 1) **Obtaining Environmental Clearance (Category B)**
(As per S.O. 1533 (A) dated 14th Sept, 2006 MoEF)
 - 2) **Obtaining Ground Water Clearances.**
 - 3) **Obtaining NOC from MPCB (Consent to Establish/Operate)**
- (b) In case the MSMC contemplates a major variation in working pattern, MSMC would given 15 days prior intimation to the contractor.
2. The tenderer shall disclosed status of their Company, their composition viz name of proprietors or partners or Board of Directors, as the case may be, in the Technical bid details – Part-I of the tender documents.
3. (a) Tenders not received in time are liable for rejection.
(b) The tenders thus submitted shall consist of the following :-
 - i) Complete set giving all the information required in Part-I & Part-II, which are enclosed with Tender Notice. Part-I & Part-II should be in separate sealed covers clearly superscripting as Part-I & Part-II on the respective envelopes giving reference of tender notice etc. Tenders will liable to be rejected, if all columns are not filled up with proper information called for.
 - ii) Earnest Money Deposit, as specified in Para 6.
 - iii) Power of Attorney in the case the tender is signed by an authorized representative of the tenderer.
 - iv) Full name and address of the tenderer and the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed cover.
4. Tenders shall not be considered unless accompanied by the Earnest Money Deposit (EMD) of Rs.1,00,000/-.
5. The Earnest Money will be retained in the case of successful tenderer and be refunded to the unsuccessful tenderer in due course and will not carry interest. The Earnest Money Deposit by the successful tenderer will be dealt with as provided in the tender documents.

- 6. i)** Earnest Money : Rs.1,00,000/- towards Earnest Money is to be deposited by Bank Draft drawn in favor of Maharashtra State Mining Corporation Ltd., on any of the Nationalized/Scheduled Bank payable at Nagpur.
- ii)** E.M.D. to be forfeited in the event of
- a)** If the tenderer withdraws during validity of the offer.
 - b)** Changes terms of the offer & submits a revised one amounting to withdrawal.
 - c)** Does not accept the firm order placed within the validity period in conformity with this offer, after negotiations and discussions.
 - d)** Fails to execute the work as per terms and condition thereof.
 - e)** Desires to withdraw his offer after the scheduled date and time of receipt of tenders.
 - f)** Failure to complete the work, within the specified period from the date of Work order.
- 7. a)** Every tenderer is expected to peruse the conditions of contract and inspect the site/area of the proposed work, before quoting his rates. He should quote specific rate for each item mentioned in the schedule of work and the rate shall be in rupees and paisa. The rates shall be written both in words and figures and also the total amount of the work. However, the rates written in words will be considered as final one. The rates for the work should be inclusive of all incidentals, over-head, lead, lift carriage, cess or tax by locating Government Authority, etc., those may be applicable for execution of job. It shall be deemed that the tenderer has visited the site/area got fully acquainted with the working conditions and other prevailing conditions and fluctuations thereto, (whether he actually visits the site/area or not) and have taken all the factors into account while quoting the rates.
- b)** The rate(s) shall be quoted in the prescribed format for Schedule of Work and it would constitute Part-II of the tender documents i.e. in "Price Bid".
 - c)** Corrections where unavoidable, shall be made by crossing out and rewritten attested with full signatures and date by the tenderer. Erasing of overwriting in the tender documents may disqualify the tenderer.
 - d)** The tender shall be submitted in English and the signature of the tenderer should be attested by at least one witness. The names, occupation and addresses of the witnesses shall be stated. When a tenderer submits a tender in a language other than English, the total amount of the tendered value should also be written in the same language.
- 8.** The tenderer shall closely peruse all specifications/clauses which would govern the quoted rates.
- 9.** On completion of the work, the company shall intimate officially of having completed the work as per contract.
- 10.** The Maharashtra State Mining Corporation Ltd. does not bind itself to accept the lowest tender. It reserves right to reject any or all the tenders

without assigning any reasons and to split up the work between two or to more tenderers or accept the tender in part or in entirety.

- 11.** Canvassing in connection with the tenders in any shape or form is strictly prohibited. Tenders submitted by tenderers who resort to canvassing shall be liable to rejection.
- 12.** An intending tenderer, in case of having doubt as to the meaning of any part of the tender documents may submit to the MSMC's official inviting tender, a written request for interpretation of clarification thereof. An interpretation or clarification of the tender documents by formal addendums if issued by the official inviting tender, shall be final, valid and binding on the company and also the tenderers. Maharashtra State Mining Corporation Ltd. shall not entertain any representation in this regard after submission of tenders.
- 13.** On receipt of Letter of Intent / Work Order issued by the Maharashtra State Mining Corporation for acceptance of the tender, the successful tenderer shall sign the agreement within 7 days in proper departmental form issued by the Company for due fulfillment of the contract, before commencement of work at site.
- 14.** The offer shall remain valid for period of 3 Calendar months from the date of opening of Part-I of the tender. The tenderer shall not be entitled during the said or within the period extended by mutual agreement, to revoke or cancel his tender or to vary the tender submitted or any terms thereof, without the consent in writing of the company.
- 15.** This detailed tender notice shall be deemed to be a part of the contract.
- 16.** Any delay after 3 month penalty will be charged at the rate of 3,000/- per week. However, delay due to other factor not under the control of bidder shall be considered.
- 17.** Rate should be quoted Item wise.
- 18.** The quoted amount should be excluding statutory charges and service charges.

MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhawan, Civil Lines, Nagpur – 440 001

TENDER FOR WORK

I / We hereby submit tender to the Maharashtra State Mining Corporation Ltd. for execution of the work specified in the underwritten memorandum (Schedule of Work) at rates specified therein, with the specification attached to this, subject to the annexed conditions so far as applicable.

MOMORANDUM

1. Name of Work : i) Obtaining Environmental Clearance (Category B)
(As per S.O. 1533 (A) dated 14th Sept, 2006 MoEF)
ii) Obtaining Ground Water Clearances
iii) Obtaining NOC from MPCB
Consent to establish/operate
2. Earnest Money : Rs.1,00,000/- (Rupees One lac only)in favor of Maharashtra State Mining Corporation Ltd., Nagpur of the Nationalized/ Scheduled Bank by bank draft payable at Nagpur.
3. Date of commencement: Within 15 days from award of work.
4. Period of contract : The contractors have to obtain the clearance within three months from the date of issue of work order.

(A) Obtaining Environmental clearance.

Stages	Work to be completed
Stage-I	Submission of application
Stage II	Obtaining Environmental Clearance

(B) Obtaining Ground Water Clearance from CGWA

Stages	Work to be completed
Stage-I	Collection of baseline data for ground water survey
Stage II	Submission of final copy of ground water application to CGWA
Stage III	Obtaining Ground Water Clearance

(C) Obtaining Consent to Establish and Consent to Operate from MPCB

Stages	Work to be completed
Stage-I	Obtaining Consent to Establish
Stage II	Obtaining Consent to Operate

PART – I

**TECHNICAL CONDITIONS
(In Sealed Cover)**

1. Name & Address of Registered :

Office of Tenderer
Telephone No.
E-mail
Contact person with designation
(In case of consortium name of partners) :

a) Lead Member:

b)

c)

2. Past Experience for last 3 years :

3. Details of Qualified personnel :

4. Ownership status of the tenderer :

5. Financial Resources (Furnish Balance Sheet of firm) Balance Sheet & Profit & Loss Account for past 3 years.
- Net worth Certificate certified by C.A. :
- PAN No. :

6. Deposit of Earnest Money by :

Draft No. _____ Dated _____

Drawn on _____ amount Rs. _____

7. Acceptance by the tenderer of the :
General Terms & Conditions as per
Tender Documents (Attached signed copies)

8. If having working experience with :
MSMC (furnish details, if any)

Signature of the Tenderer

Note : 1. Separate sheets may be attached to furnish details, if necessary.
2. Decision of MSMC regarding adequacy of experience relating to work under Tender will be final and binding on the tenderer.

**MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhavan, Civil Lines, Nagpur – 440 001**

ANNEXURE 'A'

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1.0 DEFINITIONS :

- 1.1 Company/Corporation shall mean Maharashtra State Mining Corporation Limited (MSMC for short) with the Registered Office, 3rd Floor, Udyog Bhavan, Civil Lines, Nagpur-440 001, Maharashtra State.
- 1.2 Managing Director shall mean the Managing Director of the Company or whosoever performs the functions thereof or any person authorized by the Company in this behalf.
- 1.3 Principal Employer would have the same meaning as that expressed in 2(g) of the Contract Labour (Regulation & Abolition) Act, 1970.
- 1.4 Contractor means M/s.
representing by its authorized representative.
- 1.5 Agent shall mean Agent of mines of MSMC, Nagpur or any other person nominated by the Managing Director of MSMC.
- 1.6 Tenure of the contract would mean the period during which contract agreement would remain valid.
- 1.7 Letter of Intent shall mean an intimation by MSMC to the successful tenderer that the tender has been accepted with the provisions contained in the letter.
- 1.8 Consortium: Consortium means a group of at most three consultant however they will be one land member who should be declared.

2.0 TERMINATION OF CONTRACT :

The MSMC shall have the right to terminate the agreement forthwith for breach of any of the terms and conditions of the agreement by contractor and in such an event, the contractor would be liable to forfeiture of security deposit and also to pay the amount that may be required to pay by the MSMC for obtaining the clearance.

3.0 FINANCE :

The contractor shall arrange his own finance. The MSMC would not pay anything to the Contractor except for those specifically provided in his agreement.

4.0 PAYMENT : The terms of payment for various activities under the scope of work shall be as mentioned below :-

(A) Obtaining Environmental clearance.

Stages	Work to be completed	% of Fees
Stage-I	Submission of application	25
Stage II	Obtaining Environmental Clearance	75

(B) Obtaining Ground Water Clearance from CGWA

Stages	Work to be completed	% of Fees
Stage-I	Collection of baseline data for ground water survey	25
Stage II	Submission of final copy of ground water application to CGWA	15
Stage III	Obtaining Ground Water Clearance	60

(C) Obtaining Consent to Establish and Consent to Operate from MPCB

Stages	Work to be completed	% of Fees
Stage-I	Obtaining Consent to Establish	30
Stage II	Obtaining Consent to Operate	70

Service Tax will be added separately to the above mentioned fees.

5.0 TAXES :

The Selected Bidders will be liable to pay the taxes as per the Indian Income Tax Rules.

6.0 Statutory Fees for Clearance :

Wherever applicable statutory fees/expenses will be borne by MSMC.

7.0 Penalty :

Party has to complete the job within specific period from the date of work order. MSMC will levy penalty for delay @ Rs. 3000/- per week for each work. However, delay due to other factor not under the control of bidder shall be considered.

8.0 Deployment of Personnel by the Selected Bidder :

The Selected Bidder shall deploy a team of well-qualified and experienced Personnel for working full time on this Project till its completion. The details of qualifications and experience of personnel proposed to be deployed for the Scope of Work shall be submitted to the MSMC for its approval. In case MSMC requests for change in some team members due to inadequate experience, Selected Bidder shall be obliged to honor such requests. The Selected Bidder shall demonstrate to the satisfaction of the MSMC the adequacy and qualification of the staff he intends to employ in regard to the category and number, to meet the Project requirements. The Selected Bidder shall depute a senior level executive to act as full time overall co-ordination as a focal point for all inter actions with MSMC throughout the period of project assignment. In case the Selected Bidder intends to change any of the personnel due to reasons beyond the control of the Selected Bidder, he shall seek prior written permission of the MSMC. The Selected Bidder shall be full responsible for the collection of all data to enable him to execute the project.

9.0 Settlement of Disputes :

- 1) Any disputes or differences including those considered as such by only of the partners rising out of or in connection with the Agreement shall be, to the extent possible , settled amicably between the parties.
- 2) If amicable settlement can not be reached, then all disputed issues shall be under the jurisdiction of Nagpur District and the Nagpur Bench of the Mumbai High Court only.

10.0 Suspension of Agreement :

MSMC may, by written notice of suspension to the Selected Bidder, suspend the Agreement, hereunder, if the Selected Bidder fail to perform any of his obligations under this Agreement, including carrying out of the Project, provided that such notice of suspension (i) shall specify the nature of the failure & (ii) shall request the Selected Bidder to remedy such failures within a period not exceeding thirty (30) days after receipt by the Selected Bidder's of such notice of suspension.

11.0 Termination of Agreement :

- 1) MSMC may terminate the Agreement by giving not less than 60 days written notice of termination to the Selected Bidder, such notice to be given after the occurrence of any of the events specified in paragraphs (2) through (6) of this Clause.
- 2) If the Selected Bidder fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant to Clause 10.0 hereinabove, within sixty (60) days of receipt of such notice of suspension or within such further period as the MSMC may have subsequently approved in writing.
- 3) If the Selected Bidder becomes insolvent or bankrupt or enters into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary-
- 4) If the Selected Bidder submits to the MSMC a statement which has a material effect on the rights, obligations or interests of the MSMC and which the Selected Bidder knows to be false.
- 5) If as the result of Force Majeure, Selected Bidder is unable to perform a material portion of the Project for a period of not less than sixty (60) days, or
- 6) MSMC, in its own discretion and for many reasons whatsoever, decides to terminate this Agreement.

12.0 Reporting :

Monthly Progress Report : Monthly reports to be submitted by the tenth day of the following month. The reports will summarize the activity wise work performed during the reported period identifying the problems encountered, and indicating the corrective action taken or recommended. The report will also summarize record of meetings between MSMC and the Selected Bidder (In 3 copies with one soft copy).

EXPERIENCE

Details of previous experience in obtaining Environment clearance, Ground Water Clearance & NOC from MPCB for Consent to Establish/Operate during last 3 years :

Sr No	Name of Organization	Description of work	Value of work	Duration		Weather completed or in progress	Penalty Bonus if any	Remark
				From	To			

Note : Attach copies of work order with completion certificate.

Date :

Authorised signatory

EXPERIENCE

Details of previous experience in obtaining Environment clearance, Ground Water Clearance & NOC from MPCB for Consent to Establish/Operate during last 3 years :

Sr No	Name of Organisation	Description of work	Value of work	Duration		Weather completed or in progress	Penalty Bonus if any	Remark
				From	To			

Note attach copies of work order with completion certificate.

Authorised signatory

EXPERIENCE

Details of previous experience in obtaining Environment clearance, Ground Water Clearance & NOC from MPCB for Consent to Establish/Operate during last 3 years :

Sr No	Name of Organization	Description of work	Value of work	Duration		Weather completed or in progress	Penalty Bonus if any	Remark
				From	To			

Note: Attach copies of work order with completion certificate.

Authorised signatory

**MAHARASHTRA STATE MINING CORPORATION LIMITED
OFFICE OF THE MANAGING DIRECTOR
3rd Floor, Udyog Bhawan, Civil Lines, Nagpur – 440 001**

Part-II

PRICE BID

QUOTATION FOR WORK

Tender Notice No.12/10

Ref. No. _____

Date : _____

Tenure of Contract :

DESCRIPTION OF WORK

- 1) Obtaining Environmental Clearance (Category B)
As per S.O. 1533 (A) dated 14th Sept, 2006
- 2) Obtaining Ground Water Clearances
- 3) Obtaining NOC from MPCB (Consent to establish/operate)

Sr.No	Nature of work	Rate (Amount in Rs.)
1)	Obtaining Environmental Clearance (Category B) As per S.O. 1533 (A) dated 14 th Sept, 2006 MoEF	
2)	Obtaining Ground Water Clearances	
3)	Obtaining NOC from MPCB (Consent to establish/operate)	
	TOTAL:	

- NOTE :**
- i) The rates to be written in words as well as figures.
 - ii) Correction, if any, should be duly attested.
Undersigned offers would be rejected summarily.

Name & Full Address :

Signature of the Tenderer with date