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ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Govt. of Odisha undertaking)

CIN – U40102OR2004SGC007553

REGD. OFFICE: JANPATH, BHUBANESWAR-751022,
OFFICE OF THE DEPUTY GENERAL MANAGER (Elect)
EHT (O&M) DIVISION, MERAMUNDALI
At- Kantabania, PO- Kusupanga, Dist- Dhenkanal

E-mail-ehm.div.mrm@optcl.co.in

TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 13 /2018-19

PROCUREMENT OF COLOUR COATED ROOFING SHEET AND PLAIN RIDGE SHEET TO BE
USED AT 400/220/132 kV GRID S/S, MERAMUNDALI UNDER EHT (O&M) DIVISION,
MERAMUNDALI.

COST OF TENDER PAPER

Rs. 600/- + 12% GST=Rs.672 /-

(Rupees Six Hundred Seventy Two only)

ISSUED TO

M/S

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ODISHA POWER TRANSMISION CORPORATION LTD
(A Govt. of Odisha undertaking)
CIN – U40102OR2004SGC007553
REGD. OFFICE: JANPATH, BHUBANESWAE-751022
OFFICE OF THE DEPUTY GENERAL MANAGER (Elect)
EHT (O&M) DIVISION, MERAMUNDALI,
At- Kantabania, PO- Kusupanga, Dist- Dhenkanal, PIN- 759121.
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TENDER SPECIFICATION FOR TENDER CALL NOTICE NO. 13/2018-19.

FOR PROCUREMENT OF DIFFERENT COLOUR COATED ROOFING SHEET AND PLAIN RIDGE SHEET TO BE USED AT 400/220/132 KV GRID S/S, MERAMUNDALI UNDER EHT (O&M) DIVISION, MERAMUNDALI.

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| 1. | SECTION-I | Instruction to bidders. |
| 2. | SECTION-II | General Condition of contract. |
| 3. | SECTION-III | Technical Specification |
| (a) | Annexure-I | (Scope of Supply) |
| (b) | Annexure-II | (Price schedule) |
| 4. | SECTION- IV | Declaration Form |
| 5. | Price of tender document | Rs. 600/-+12 % GST =Rs 672/-
(Rupees Six Hundred Seventy Two) only. |
| 6. | COMMENCEMENT OF SALE OF TENDER PAPER. | 12.11.2018 (11.00 AM to 5.00 P.M.) |
| 7. | LAST DATE OF SALE OF TENDER PAPER. | 06.12.2018 (11.00 AM to 5.00 P.M.) |
| 8. | LAST DATE & TIME OF RECEIPT OF TENDER PAPER. | 07.12.2018 (Up to 1.00 P.M.) |
| 9. | DATE & TIME OF OPENING OF TENDER. | 07.12.2018 (At 3.30 P.M.) |

TENDER CALL NOTICE NO. 13/ 2018-19

The Dy. General Manager (Elect.), E.H.T. (O&M) Division, Meramundali invites sealed Tenders in duplicate from intending Manufacturers/Authorized Dealers/Reputed Supplier for Supply of Colour Coated Roofing Sheet and Colour Coated Plain Ridge Sheet for 400/220/132 KV Grid S/S, Meramundali under EHT (O&M) Division Meramundali as follows.

Sl. no.	Description	Place of Delivery	Cost of Tender Paper
1	Supply of Colour Coated Roofing Sheet and Colour Coated Plain Ridge Sheet for 400/220/132 KV Grid S/S, Meramundali	400/220/132 KV Grid S/S, Meramundali	Rs.600/- + GST 12%

The tender specification can be obtained from the office of The DGM EHT (O&M) Division, MERAMUNDALI on payment of Rs. **600/-(Six Hundred only) +GST @ 12%**(Non Refundable) in shape of Cash/ Bank Draft in favor of DGM, EHT (O&M) Division, MERAMUNDALI payable at "STATE BANK OF INDIA", Bhushan Steel Plant, Narendrapur Branch on any working day from **Dt. 12.11.2018 to Dt. 06.12.2018**. In case the D.D made at any other nationalized bank payable at any clearing branch at Dhenkanal/Angul will be allowed, but the bidders have to deposit the collection fee (Bank transaction fee) along with the paper cost. The collection fee & Paper cost is Non-refundable. Additional amount of Rs.100/-(One Hundred only) may be paid extra for postal delivery of the tender specification. The undersigned shall not be held responsible for any postal delay.

The Tender shall be received by **01.00 PM** on dated **07.12.2018** & will be opened at **03.30 PM** on same day in the Office of the undersigned in the presence of the Bidders (or) their Authorized Representatives present if any. If any of the above date happens to be a holiday, the next working day will be the corresponding effective date. One Tender paper shall be issued to each Bidder. E.M.D of Rs. 2000.00 (Rupees Two Thousand only) should be deposited in shape of Cash /Demand Draft in favour of **E.H.T. (O&M) Division, Meramundali & payable at "STATE BANK OF INDIA", Bhushan Steel Plant, Narendrapur Branch.**

The Bidder should super scribe only the "Tender Call Notice No. & Date of Opening of the tender on the body of the Sealed Envelope". Bidder should not write their name or any other information on the body of the sealed envelope. Superscribing any other information on the body of the envelope, Conditional tender, Incomplete tender, Telegraphic / Fax / E-mail (etc.) Tenders & Tenders not accompanied with requisite amount of E.M.D. will be rejected. The authority reserves all rights to reject any, all or part of the Tender, alter/modify the requirement/ delete any part of the tender without assigning any reason thereof. **N.B:- Tender Paper must be purchased from this office only. No other mode like downloaded paper from website will be accepted.**

Dy. General Manager
EHT (O&M) Division, Meramundali

SECTION-I
INSTRUCTION TO BIDDERS

1. Sealed Tenders in duplicate from intending Manufacturers/Authorized Dealers/Reputed Supplier with valid PAN and GST registration for Supply of Colour Coated Roofing Sheet and Colour Coated Plain Ridge Sheet to be used at 400/220/132 kV Grid S/S, Meramundali under EHT (O&M) Division, Meramundali.

2. **SCOPE OF SUPPLY:** The Scope of Supply is enclosed in Annexure-I of Section-III.

3. SUBMISSION & OPENING OF TENDER:-

The bidder has to submit all the documents as mentioned in Clause No.08 (A) of SECTION-I. Also the documents must be valid on the date of opening of tender and should be submitted along with tenders, failing which the tender will be rejected. The bidder or their authorized representatives should produce the original documents mentioned in Clause No.08 (A) of SECTION-I for verification at the time of opening of the tender. Those who fail to produce the same and found not to be valid on the date of opening of tender not matching with the Xerox copy submitted by the bidder; their tenders will be out rightly rejected. In case if only one bidder participates in the tender process or nature of urgency of work (decided by this office), then undersigned may consider the case (*but not mandatory) & he will be given a chance to produce original documents in this office within one week from the date of opening of the tender.

4. **RIGHT & AUTHORITY FOR REJECTION:** - Tenders received after due date and time will be summarily rejected. The Dy.General Manager (Electrical), E.H.T. (O&M) Division, Meramundali reserves the right to reject any or all of the tenders without assigning any reason thereof.

5. **VALIDITY OF OFFER:** - The offer should be firm and valid for a period of at least 180 days from the date of opening of tenders, or else the tender will be out rightly rejected.

6. **EARNEST MONEY DEPOSIT:** - The tender should be accompanied with **Rs. 2000.00 (Rupees Two Thousand only)** towards Earnest Money Deposit (EMD) either in shape of Cash/ Bank Draft in favour of EHT (O&M) DIVISION, MERAMUNDALI payable at "STATE BANK OF INDIA", Bhushan Steel Plant, Narendrapur Branch otherwise tender will be out rightly rejected. In case the D.D made on any other nationalized bank payable at any clearing branch at Dhenkanal/Angul will be allowed, but the bidders have to deposit the collection fee (Bank transaction fee) along with the EMD. The collection fee is Non-refundable & it can't be taken into account of EMD deposit. The EMD of the unsuccessful Bidders will be returned after finalization of tender. The EMD of the successful Bidders will be returned only after satisfactory execution of order. In case successful Bidder fails to execute the order satisfying all terms & conditions & scope of work within stipulated date mentioned in the date of order, the Earnest Money Deposit will be forfeited. No interest will be paid on the EMD.

7. **SECURITY DEPOSIT:** - The Tenderers whose offer qualifies for acceptance will be awarded the contract and the contractor shall have to deposit security amount equal to 10% (ten percent) of contract value in shape of Bank Draft drawn in favour of *paying officer* of OPTCL. The Security deposit shall be released after one year of the verification of materials subject to fulfillment of the guarantee stated under clause – 11 of Section-III on receipt of application for this purpose. No interest shall be paid to the supplier towards the security deposit so deposited by the supplier. The security deposit shall be deposited with the *paying officer of OPTCL Prior to execution of the contract*. In case of non-deposit of Security Amount, then same will be deducted from the final bill.

8. (A) DOCUMENTS:-

- i) Valid GST Registration Certificate
- ii) Valid PAN/ TIN.
- iii) Manufacturer's Certificate// Authorized Dealership Certificate

(B) i) Past Experience of Supply to any PSUs/OPTCL

- ii) Performance Certificate

9. CORRECTIONS, OVER-WRITINGS AND ILLEGIBILITY: Tender with over writing, erased, illegible rates or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against each item of the tender and between unit rates and total amount, the decision of the Competent Authority accepting the tender will be final and binding on the bidders. Total of item and grand total of whole tender must be clearly written.

Correction in the tender, if un-avoidable, should be made by re-writing with dated initial of the bidder after scoring out wrong entries, clerical and arithmetical mistakes may result in the rejection of the tender.

10. The bidder shall sign on all pages of the tender document as a token of acceptance of all terms and conditions thereof and submit his quotations therein.

11. The bidder shall quote the rates in the Price Bid of the tender documents. The rates quoted should be including of all taxes and duties but exclusive of GST.

12. Request from the bidder in respect of additions, alterations, modifications, corrections of either terms or conditions or rates after opening of the tender will not be considered.

13. All correspondence relating to the tender shall be made with Dy.General Manager (El.), E.H.T. (O&M) Division, OPTCL, Meramundali.

14. ADDITION OR DELETION OF SCOPE: - The Purchaser may alter the quantities at the time of placing orders. Initially the purchaser may place orders for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Orders may also be split among more than one tenderer for any particular item, if considered necessary in the interest of the Purchaser to get the goods/equipment earlier.

15. ARBITRATION: - In the event of any dispute arising out his contract. The same shall be referred for arbitration to the Director (HRD) OPTCL, Bhubaneswar or any arbitrator appointed by the Chairman- Cum-Managing Director, OPTCL after due notice of claim and such appointment and the award of the arbitrator shall be final and binding arbitration and conciliation Act. 1996 shall apply. The venue of arbitration will be Bhubaneswar.

SECTION-II
GENERAL TERMS & CONDITIONS

1. PRICE: -

- (a) The price quoted should be firm, F.O.R. destination inclusive of freight, Insurance, Packing, Forwarding charges inclusive discount if any.
- (b) Taxes, if any shall be mentioned extra. The tenderer may quote rate in respect of Different make Materials as per scheduled.

2. VALIDITY: -

The offer should be valid for at least a period of **180 (one hundred eighty)** days from the date of opening of the tender.

3. TERMS OF PAYMENT: -

100 % Payment with taxes etc. against Security Deposit else 90% shall be made within 30 days after receipt of materials in full and in good condition & verification thereof by the consignee subject to availability of funds from Head office.

4. DELIVERY:-

The materials in full quantity shall be delivered within 30 days of receipt of purchase order, failing which purchase order shall be liable for cancellation with forfeiture of Earnest money/ Security Deposit. However early delivery shall be preferred.

5. PENALTY FOR DELAY IN DELIVERY:

If the supplier shall fail to deliver the materials within the delivery period as stipulated under clause No.4 (Section-III) of this Tender document or any extension granted there to, the purchaser shall recover from the supplier penalty for a sum of half percent (i.e. 0.5 percent) of the contract price for each calendar week or part thereof of delay. However the total amount of penalty shall not exceed 5% (five percent) of the contract/undelivered items price. Materials will be deemed to have been delivered only when all the component parts are also delivered. If certain components are not delivered in time, the supply will be treated as delayed until the time, the missing/ undelivered parts are delivered.

6. EXTENSION OF TIME: If the delivery of materials is delayed due to reason beyond the control of supplier, the supplier shall without delay give justification. The purchaser on receipt of such notice may agree to extend the contract delivery date if reasonable but without prejudice to other terms and conditions of this contract

7. EARNEST MONEY: - The Tenderers are requested to deposit EMD of **Rs. 2000.00 (Rupees Two Thousand only)** in shape of cash/ demand draft in favour of E.H.T. (O&M) Division, OPTCL, Meramundali and payable at "STATE BANK OF INDIA", Bhushan Steel Plant, Narendrapur Branch. The EMD will be refunded to the un-successful bidders, after finalization of tender. The EMD of Successful bidder will be refunded after award of finalization of contract on submission of security deposit. The EMD submitted by the contractors along with their bids shall not carry any interest from OPTCL. The Tender without EMD will be summarily rejected.

8. INSURANCE: Insurance of materials is to be done by the supplier at their own cost. The responsibility of delivery of the materials at destination in good condition rests with the supplier. Any claim with the insurance company, Railway authority/ Road transport authorities arising due to loss or damage in transits has to be settled by the supplier. *The supplier shall undertake free replacement of materials damage or lost which will be reported by the consignee within 30 Days of the receipt of the materials at destination without waiting for the settlement of the claims with the carriers and underwriters.*

9. DESPATCH INSTRUCTIONS: The materials should be securely packed and dispatched by Rail/ road transport at locations as mentioned below to the consignee. The cost of transportation will be borne by the supplier.

10. FREE REPLACEMENT: Free replacement of materials lost/ damaged due to transit shall be made immediately on receipt of the intimation from the consignee / paying Officer without waiting for settlement of the claim of bidders with Railway/ Lorry/ Insurance Company.

11. GUARANTEE: - The materials covered under this contract should be guaranteed for trouble free and satisfactory performance against any defect in design, materials and workmanship for a Period of 12 months from the date of delivery. Any defect noticed during this period should be rectified / replaced by the firm free of cost provided such defects are due to faulty design, bad workmanship or bad materials used. ***The replaced materials should also have similar guarantee. The guarantee certificate in triplicate should be submitted to the office of the undersigned for necessary approval.***

12. Security Deposit:

- i) The successful bidder has to submit security deposit in shape of DD i.e. 10% value of the work order / purchase order in favour of ***E.H.T (O&M) Division, Meramundali.***
- ii) No interest is payable on security deposit.
- iii) In case of non-fulfillment of contractual obligation as required in the detailed purchase order / specification, the security deposit shall be forfeited.
- iv) The security deposit shall be refunded only after successful completion of guarantee period and after adjustment of any dues.
- v) The security deposit should be submitted separately to each paying authority.
- vi) **In case of non-deposit of the security amount, the same will be deducted from the bill.**

13. STANDARD: The materials offered self-confirm to relevant IS & ISI standard.

14. ADDITION & ALTERATION: -The authority reserves the right to add or to reduce the quantum of materials without assigning any reasons thereof.

15. RIGHT TO REJECT / ACCEPT ANY TENDER: -The Authority reserves the right, either to reject or accept any or all the tenders without assigning any reasons thereof.

16. JURISDICTION OF THE COURT: -For the purpose of jurisdiction of court in the event of dispute if any shall be deemed to have entered into any court of law to which the jurisdiction of Orissa High Court extends and it is hereby expressly agreed that neither party shall be competent to bring a suit in regard to the matter covered by this purchase at any place outside State of Odisha.

17. SUBMISSION OF GST REGISTRATION CERTIFICATE:-Clear attested Xerox copies of PAN No. & GST Registration certificate should be submitted along with the tender, failing which, the tender will be rejected.

18. LANGUAGE AND MEASURES: - All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating and Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

19. DEVIATION FROM SPECIFICATION: -It is in the interest of the Tenderers to study the Specification, works etc. specified in the tender should thoroughly before tendering so that, if any deviations are made by the Tenderers, the same are prominently brought out on a separate sheet under heading "Deviations". A list of deviation shall be enclosed with the Tender. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Tenderer has accepted all the conditions stipulated in the Tender Specification, notwithstanding any exemptions mentioned therein.

20. RIGHT TO REJECT / ACCEPT ANY TENDER: -The owner reserves the right either to reject or to accept any or all tenders if the situation so warrants in the interest of the organization. Orders may also be split up between different Tenderers on individual merits of the Tenderer. The owner has exclusive right to alter the quantities of materials at the time of placing final Purchase order. It may be clearly understood by the Tenderer, that the owner need not assign any reason for the above action (s).

21. CONTRACTOR TO INFORM HIMSELF FULLY: - The Contractor shall examine the instructions to Tenderers, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The owner shall not be responsible for any misunderstanding or incorrect

information obtained by the Contractor other than the information given to the Contractor in writing by the owner.

22. FORCE MAJEURE: - The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of God, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the owner in writing of the clause of delay, upon which, the owner shall verify the facts and grant such extension as facts justify.

23. CORRESPONDENCES:

- i) Any notice to the Contractor under the terms of the contract shall be served by Registered Post or by hand at the Contractor's Principal Place of Business.
- ii) Any notice to the owner shall be served at the owner's Principal office in the same manner.
- iii) The address with Telephone No. should be given for immediate contract in case of any problems and negligence or emergency duties.

24. OUTRIGHT REJECTION OF TENDERS: - Tenders shall be outrightly rejected if they are not complying with the following requirements:

- i) The Tenderer shall submit the bid before submission date & time and shall submit the cost of tender documents.
- ii) Tenders shall not be submitted telegraphically or by FAX.
- iii) Tenders shall be accompanied by the prescribed Earnest Money Deposit on or before the date & time of opening of the bid unless otherwise qualified for exemption from furnishing of EMD.
- iv) The bidder having any pending legal suit against the organization.
- v) For any warning for unsatisfactory works taken up or termination of agreement for similar works by OPTCL.
- vi) The tender should quote "firm" price only and the price should be kept valid for a minimum period of 180 days from the date of opening of the tender.

25. DOCUMENTS TO BE TREATED AS CONFIDENTIAL:

The Contractor shall treat the details of the Specification and other Tender documents as private and confidential and they shall not be reproduced without authorization from the Purchaser.

26. Consignee : Manager, 400/220/132 KV Grid s/s, Meramundali.

27. Paying Officer : Dy.GM (Elect.), EHT (O&M) Division, Meramundali.

SECTION-III
ANNEXURE-I (SCOPE OF SUPPLY)

Technical Specification for Colour coated roofing sheets and Plain Ridge sheets

Applicable standards: Colour coated sheets as per Indian Standard IS 14246 or Equivalent International Standards JIS G 3312 or ASTM A 755 or EN 10169-1 or Equivalent.

1.0 Application: These colour coated roofing sheets and plain ridge sheets are fixed using self-tapping screws with purlins envisaged in the Electrostatic Precipitator pent house to protect ESP roof equipment.

2.0 Material: (Roofing sheet as well as Plain Ridge sheet)

2. Nominal Thickness 0.35 mm

2.1 Material Specification as per IS 513- MILD STEEL or Equivalent applicable as per above referred standards. Thickness tolerance shall be as per IS 513 or Equivalent.

2.2 Yield Strength Minimum 240 MPa (As applicable to IS 513 CR2 or Equivalent)

3.0 Roofing sheet:

3.1 Profile of the sheet Trapezoidal profile

3.2 Minimum effective width required.-1015 mm

3.3 Length of the roofing sheet as per Enquiry.

4.0 Plain Ridge sheet: Plain sheet without bending.

4.1 Size of the Ridge sheet required. 500mm (Width) x 1250mm (Length)

4.2 No of Ridges required As per Enquiry.

5.0 Galvanizing and Painting applicable for both Trapezoidal and Plain ridge sheet

5.1 Galvanizing requirement Base metal galvanised Zinc coating 275 grams/ Sq. Meter of **IS 277** or as applicable to Equivalent standards indicated as above.

5.2 Top side paint 20 microns (Dry Film Thickness) Silicon Modified Paint. Colour -5012 RAL Blue.

5.3 Bottom side paint 7 microns (Dry Film Thickness) Silicon Modified Paint. Colour – 9002 RAL Grey.

5.4 Durability of paint Class-2 of **IS 14246** or as applicable to Equivalent standards indicated as above.

5.5 Drawing shall be submitted along with the offer for Trapezoidal Profile sheet with dimensions.

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ANNEXURE-II

PRICE SCHEDULE

Sl. No.	Description of Item	Unit	Qty.	Unit Ex. Price In Rs.	GST	Unit Price Including all Taxes & duties	Total in Rs. (column 4 x column 7)
1	2	3	4	5	6	7	8
1	Colour Coated Roofing Sheet with thickness of 0.35 MM, Effective Width-1015 MM, Length- 3050 MM of reputed brand.	No.	30				
2	Colour Coated Roofing Sheet with thickness of 0.35 MM, Effective Width-1015 MM, Length- 3660 MM of reputed brand.	No.	30				
3	Colour Coated Roofing Sheet with thickness of 0.35 MM, Effective Width-1015 MM, Length- 4270 MM of reputed brand.	No.	20				
4	Colour Coated Ridge Sheet (500X1250mm) with thickness not less than 0.35 MM of reputed brand.	No.	30				
5	GRAND TOTAL in Rs.						

(Rupees) Only

NB: All the materials to be supplied as per Technical Specification mentioned in Annexure-I of Section III.

(FULL SIGNATURE OF THE SUPPLIER WITH SEAL)

SECTION-IV
DECLARATION FORM
(TO BE SUBMITTED WITH THE TENDER PAPER)

To
The Dy.General Manager (El),
E.H.T. (O&M) Division
OPTCL, Meramundali

Sub: Tender Notice No.

Sir,

Having examined the above tender paper we hereby offer to Supply of Colour Coated Roofing Sheet & Plain Ridge Sheet to be used at Grid S/S Meramundali, complete in all aspects to the rate/s entered as mentioned in our tender enclosed herewith.

1. We certify to have purchased a copy of tender paper remitting Rs.....by Cash/ Bank Draft and this has been acknowledged by you in your receipt No..... Dated.....

2. We enclosed herewith Rs. 5000.00 (Rupees Five Thousand only) as EMD in shape of Bank Draft/ Cash in favour of E.H.T. (O&M) Division, OPTCL, Meramundali payable at "STATE BANK OF INDIA", Bhushan Steel Plant, Narendrapur Branch.

Cash receipt/ Bank Draft No. Dt. .

3. We agree to the Security Deposit conditions if our bid will be considered for contract.

Yours faithfully,

Encl: Tender in duplicate.

Signature of Bidder
(with Seal)

THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS

SL NO	DETAILS	TO BE FILLED BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (NEME OF THE PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NUMBER	
9	FAX NUMBER	
10	GST REGISTRATION NUMBER	
11	PAN NUMBER	
12	TAN NUMBER	
13	CONTACT PERSON'S NAME	
14	POSITION/DEPARTMENT OF CONTACT PERSON	
15	CONTACT PERSON'S E-MAIL ID	
16	CONTACT PERSON'S PHONE NO.AND MOBILE NO.	
17	CONTACT PERSON'S FAX NUMBER	

Signature of Bidder with Seal