



**Mercedes-Benz
International School**

Mercedes-Benz Education Academy

FORMAL INVITATION TO TENDER FOR

Appointing Project Management Consultant for Phase 1 Project

TENDER No. MBEA/2018-19/006

To be published on website of MBEA (www.mbis.org)



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**Mercedes-Benz
International School**

MERCEDES-BENZ EDUCATION ACADEMY

Mercedes Benz Education Academy, herein after referred to as 'MBEA' or 'school' for the sake of brevity, is a registered public charitable society and trust having P.T.R. No. F-14510 having its office at Plot No. P 26, Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411057.

MBEA hereby invites tenders from “**Project Management Consultant**” for the scope of work involved as mentioned herein below, subject to strict observance of terms and conditions, within the given time schedule.



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Scope of work: Project Management Consultant for Phase 1 Project as follows:

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1.7 Pre-Construction Services

The design and project management services would primarily comprise of the following:

1. Prepare / review (if already done) the Project Brief.
2. Top line master schedule development.
3. Client, designers / consultants, PMC workshop:
 - a) Project status review – Design, Authorities Approvals, Major Issues.
 - b) Master plan and concept design review / understanding with respect to Project Brief.
 - c) Communication protocol agreements.
 - d) Meeting schedule agreements.
 - e) Drawings register rationalization & agreement.
 - f) Broad procurement strategy / packages inclusion and exclusions.
 - g) Broad tender event schedule agreement, etc.
4. Setting up / taking on board elemental cost plan with various trade packages and project related cost heads.
5. Cost plan review / verification with broad major elements of Civil, Structural, Architectural (CSA) elements, Building Services & Process Services. Changes in design guidelines, building spans, building materials, major utilities, etc. if required on account of budget constraints.
6. Coordinate periodic design review and coordination meetings.



7. Coordinate Design Basis Report reviews, Subject Matter Expert (SME) reviews, incorporation of suggestions / comments subject to time-cost-quality-safety evaluation.
8. Coordinate Peer Review (if applicable) and incorporation of suggestions / comments.
9. Review design documents, specifications, drawings, etc. and propose value addition alternatives / options.
10. Authority Approvals road map preparation, submissions, tracking, coordinating deliverables by designers, liaison agency, etc.
11. Coordinating Authorities Fees / Deposits by Client and liaison agency based on road map.
12. Contract document formulation (subject to review and approval to be carried out by Clients legal and commercial teams)
 - a) Basic contract agreement
 - b) General Conditions of Contract
 - c) Special Conditions of Contract (package specific)
 - d) Standard Safety / EHS Plan ("visual" document)
 - e) Warranty formats
 - f) Bank guarantee formats etc.for inclusion in various contracts.
13. Prequalification of vendors / contractors using agreed weighted average parameters with Client & designers / engineers.
14. Evolve tender short-list from PQ exercise.
15. Tender document review for technical completeness / items not being missed out.
16. Cross disciplinary specifications incorporation to ensure uniformity in electrical and mechanical systems / sub-systems across various building & process services packages.



17. Tender priced BOQ (by designers / engineers) reconciliation with project budgets.
18. With Client pre-approval pre-tender meetings with key vendors / contractors to seek their inputs on project / package assumptions, technologies, delivery dates, local availability, imports / other situational constraints, etc.
19. Prepare Site Logistics Plan for the construction period, Project Execution Plan, EHS Plan and Quality Assurance Plan.
20. Compilation of tenders including inputs from designers (bills of quantities, specifications and drawings), legal and commercial sections.
21. Float tenders, conduct pre-bid and post-bid meetings, commercial bid analysis, coordination with designers / engineers regarding technical bid analysis, negotiations and recommendation.
22. Preparation of contract agreements and contract documentation.
23. Coordinate with designers / engineers to get Good for Construction (GFC) drawings & specifications at appropriate times.
24. Fame up the material and equipment procurement schedule, highlight long lead items
25. For all design and other technical clarification, the appointed PMC should contact the Architects, MEP consultant, Structural engineer etc.
26. PMC Consultant/Representative to be present at site
27. PMC consultant to plan the storage of material in the available space
28. Appropriate insurance will have to be taken by the PNC



1.2 Construction Management

The construction management services would primarily comprise of the following.

1. Preparation of detailed construction schedule with inputs from contractors and vendors.
2. Overall control of the site where the works are to be carried out including quality, construction schedules, construction sequencing & EHS management.
3. Complete supervision on site of all the works packages in accordance with pre-agreed Quality Assurance Plans.
4. Control of work quantification and contractor's bill certification.
5. Controlling and interfacing with contractors and suppliers.
6. Collation of As-Built Drawings and O&M Manuals.
7. Conduct Client training by various agencies, equipment suppliers, etc.
8. Contracts close out, final certification of costs, snagging. Approving virtual completion stage so as to commence the Defects Liability Period.
9. Review of drawing and suggest value of engineering inputs
10. Check and witness all critical test and inspections
11. Solicit method statements of various activity and obtain approval from consultant
12. Preparation of progress report and status reports
13. Identification of critical issues and risk
14. Provide solution for risk mitigation
15. Evaluation of extra item from vendor and give recommendation to client for approval

1.3 Details of Construction Management Services

This section describes the detailed services to be provided by PMC for Construction Management.

Block-B | 3rd FL project – planned to be partially completed in summers with Civil works, architectural upgrades & balance finishes upgrade complete by winters (including extended weekends)



- a. Structural works: closure of services shafts with intermittent floor slab construction (all levels)
- b. Civil works: demolition/dismantling (include Tile-floor/masonry/walls), right size classrooms (include shaft alteration, outer double membrane wall) + wall/floor/ceiling extensions to outer wall, Service core upgrades (Toilets, Pantry, Utility, Storage)

Block-C | Grade-5 Classrooms project – planned to be fully completed in summers

- a. Civil works: demolition/dismantling (include masonry), right size classrooms + wall/floor/ceiling actionable
- b. Arch works: exterior doors/windows upgrade on outer building façade & along inner hallway
- c. Interior & allied works: finishes (floor/wall/ceiling), furniture, millwork
- d. Engineering works: MEPF coordination – AC system with centralized CW supply, Electrical/Power/Lighting with centralized connect to Solar System, Plumbing (drain, sink) & Fire coordination
- c. Arch works: exterior doors/windows upgrade on outer building façade & along inner hallways
- d. Engineering: re-routing of MEPF services in the shafts, MEPF coordination – AC system with centralized CW supply, Electrical/Power/Lighting with centralized connect to Solar System, Plumbing (drain, sink) & Fire coordination

Solar System Infrastructure Planning and AE Coordination

Centralized HVAC System Planning and AE Coordination

Facilitate locating HVAC systems, routing of infrastructure through campus as per proposed masterplan & procurement/installation of Chiller Plants etc.

Facilitate locating Solar systems, routing of infrastructure through campus as per proposed masterplan & procurement/installation of Solar Panels etc.

Phasing of work for Summers & Winter holidays for Block B & C projects rollout to be determined (TBD)

General Management and On-Site Staff

- a) Maintain full-time construction management staff at the job site for the coordination and inspection of the work.



- b) Establish lines of authority to execute the project on a coordinated and efficient basis and prepare and distribute to all trade contractors a chart, graphically indicating those lines of authority.
- c) Obtain the commitment of the trade contractors' senior management that the project is their highest priority.
- d) Establish, implement and maintain procedures for construction related coordination among:
 - o Client
 - o Various service providers
- e) Prepare and develop an on-site, record-keeping system sufficient in detail to satisfy Client as well as all government agencies. Such records shall include but not necessarily limited to:
 - o Daily logs
 - o Progress schedules
 - o Manpowerbreakdowns (daily by trade)
 - o Cost reports (incurred and projected costs with respect to budgets)
 - o Quantities, material lists
 - o Shop drawing logs
 - o Safety Logs
- f) Provide architectural interpretation to the appropriate trade contractor(s) in the event that the interpretation of the meaning and intent of the contract documents becomes necessary during construction.
- g) Conduct weekly job meetings with Trade Contractors, Design Team, and other necessary parties to discuss:
 - o Procedures
 - o Progress
 - o Problems
 - o Scheduling
 - o Open items
- h) Maintain and manage the construction schedule and provide weekly updates, noting areas of concern, time restrains, long lead items, etc.
- i) Review, on a continual basis, the availability of necessary materials and supplies as well as adequacy of each trade contractor's:
 - o Supervision



- Personnel
- Equipment

Where any of the above is deemed inadequate, PMC will direct the necessary action to be taken by the trade contractors involved to ensure a timely completion of the project.

- j) Assist Client in obtaining the general building permits and certificates of occupancy as required. Assist in obtaining other required permits, licenses and certificates. This role is in advisory capacity only. PMC does not carry out liaison activities. In case liaison agents are engaged by Client, PMC will provide them with necessary technical assistance.
- k) Coordinate the work of all trade contractors until final completion and acceptance of the project by Client.
- l) Assist Client in obtaining the final certificates of occupancy.

Coordinate Testing and Inspections

- a) Develop and enforce a quality control system to ensure the required standards of construction are met.
- b) Develop a checking and testing procedure to ensure all systems are adequately tested and balanced prior to their acceptance.
- c) Coordinate all testing provided by others as required by the technical sections of the specifications and as required by the building code.
- d) Maintain an accurate record of all tests and inspections conducted, findings, and test reports.

Coordinate Shop Drawing Submissions

- a) Receive and review for general compliance with the contract documents all shop drawings, materials, and other items submitted by the trade contractors.
- b) Comment upon /approve all:
 - Trade contractors' requests for approval;
 - Delivery schedules;
 - Material lists;
 - Shop drawings & Samples.



- c) Oversee submission of the following and instruct the Trade Contractors that submission shall comply with project requirements:
 - o Shop drawings;
 - o Composite shop and coordination drawings;
 - o Brochures;
 - o Material samples.

Comprehensive Safety Program

- a) Review the safety program developed by each of the separate trade contractors and prepare and submit a recommended comprehensive safety program.
- b) Ensure inclusion of systems and processes related to key safety requirements like JSA, SWMS, Work Permits, Gate Controls, Overlap Works, HAZMAT Storage, etc. in contractors' documentations.
- c) Monitor the day to day implementation of the safety procedures and implementation.
- d) Carry out tool box trainings, safety inductions and other awareness improvement practices for all workers, supervisors, engineers etc. working on the premises.

Weekly Reports

Issue for review and discussion a weekly report that will focus on:

- o Major issues and pending decisions pertaining to construction.
- o Site works progress.
- o Labour strength report.
- o Safety report.
- o Progress photos.

Monthly Reports

Issue for review and discussion a monthly report that will focus on:



- Major issues and pending decisions.
- Design status and key actions required.
- Procurement status and key actions required.
- Authorities status and key actions required.
- Cost control & status including forecast completion costs.
- Quality issues & mitigation measures.
- Safety report.
- Progress photos.

Labour and Community Relations

- a) Coordinate the conformance to the requirements of the Labour Laws by the contractors.
- b) Coordinate with contractors the execution of works including off site movement of materials to ensure that there is minimal disruption to the neighborhood.

Changes in the Work / Cost Control

- a) Establish and implement procedures for reviewing, controlling, and processing change orders that will satisfy Client's requirements. This would typically be done on weekly / monthly basis.
- b) Maintain adequate cost accounting records with respect to portions of the work, if any, performed on a time-and-material, unit cost, or similar basis, which requires the keeping of records and computations.

Close Out of the Project

- a) Prepare punch lists, indicating the items of work remaining to be accomplished and ensure that these items are completed in an expeditious manner.
- b) Prepare certificates of final completion as required.
- c) Assemble all guarantees, warranties, etc., as required by the contract documents and forward them to Client certifying that they are complete and cover all work as required.



- d) Coordinate and expedite the preparation by the trade contractors of operating and maintenance manuals and similar instructions.
- e) Receive, check, and forward all release of claims required prior to issuance of final certificate of completion and final payment to contractors.
- f) Determine the value of uncorrected work and make recommendations on the withholding of payments to contractors where deemed necessary to protect Client.
- g) Work closely with all project personnel relative to start-up following project completion. This not only includes maintenance personnel but also personnel who need to have a working understanding of the building to do their job properly. It provides Client with the comfort of knowing we are still there, if needed, to oversee repair or replacement of a specific construction related item.
- h) Arrange for the services of manufacturer's representative to provide Client's on-site personnel with the proper instructions and training for all major equipment.
- i) Expedite each Trade Contractor's preparation of "as-built" drawings of the entire project in accordance with the terms of the specifications and submitted to Client for its records upon final completion of the project.



FORMAL INVITATION TO TENDER FOR Appointment of Project Management Consultant for Phase 1 project TENDER NUMBER MBEA/2018-19/006

SECTION 1 - INTRODUCTION

- 1.1 This document defines the requirements of MBEA for **Appointment of Project Management Consultant for Phase 1 project**
- 1.2 Only **Project Management Consultant** are invited to tender, for the provision of the requirements outlined in **Section 3 “Technical Specification”**
- 1.3 Please ensure that you have received all the tender documents listed in Section 2.3, it will be responsibility of the Tenderer to ensure that all the required documents are completed and submitted.
- 1.4 All correspondence concerning the tender, whether in writing or through mail shall be addressed to: **Head – Administration and Facilities Management**, Mercedes-Benz International School, P 26 Rajiv Gandhi Infotech Park, Phase I, Hinjawadi, Pune - 411 057, Maharashtra, India.
Mobile No. 9823169822
Email id - jayaraman@mbis.org
- 1.5 The Tender documents should be submitted in a sealed envelope addressed to:
Head - Administration and Facilities Management,
Mercedes-Benz International School,
P 26 Rajiv Gandhi Infotech Park, Phase I,
Hinjawadi, Pune – 411 057,
Maharashtra, India.
- 1.6. Should bear the name: **“Project Management Consultant”**
- 1.7 Tenders must be submitted during the office hours from Monday to Friday at the above given address physically in sealed envelopes only, and other qualifications, registrations, credentials, work experience of similar nature, etc.



- 1.8 Tenders can be submitted within 7 days of the publication of tender notice on our website. Any tenders received beyond given time shall not be entertained under any circumstances.
- 1.9 Trustee/s of MBEA and its committee reserves every right to appoint any authorized dealer, decide terms or to reject any tender without assigning any reasons. Decision of trustees of MBEA shall be final & binding and no claim of whatsoever nature shall lie against such decision.
- 1.10 Tenderers must consider and fill tenders for entire scope of work defined herein and shall not be filing it bifurcating the scope for any reasons. Any tender filled non-compliant to this term shall be invalid and deserves not to be even entertained.
- 1.11 Forms and scope of work and entire tender documents are found in subsequent section (Section 2 and Section 4).
- 1.12 For any queries contact numbers are given in the link or website.
- 1.13 Broadly scope of work is as follows:
- 1.14 Any additions, suggestions, deletions, postponement or inclusion of any new work or ancillary work can be done before finalization of appointment of **“Project Management Consultant”** mutually.



SECTION 2 - INSTRUCTIONS TO TENDERER

2.1 Specification: Appointment of Project Management Consultant for Phase 1 Project

2.2 Cost of Tender

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Mercedes-Benz Education Academy, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

An amount of Rs. 2000/- (Rs. Two thousand only) will be paid by cheque favouring “Mercedes-Benz Education Academy”, Pune, along with the sealed tender, which is not refundable.

2.3 Tender Form / Document

The services required, tender procedures and contract terms are described in the Tender Documents. In addition to the invitation to tender, the Tender Documents include:

- (a) Instructions to Tenderer; Section 2 of this document
- (b) Pro-forma General Conditions of Contract; Section 3 of this document
- (c) Technical Specifications; Section 4 of this document
- (d) Tender Form

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its tender or if any information given in



the tender application or communicated by the tenderer relying on which, MBEA finalizes the tender and if any such information about tenderer is found wrong, illegal or misleading, then irrespective of work done till then MBEA has and reserves right to cancel any such contract or tender at its sole discretion.

2.4 Period of Validity of Tender

MBEA reserves right to put all tenders received in due time before its Managing Committee. Managing Committee may decide over tenders with or without consultation with tenderers and such decision will be communicated any time within 90 days from tender opening. Hence tenders quoted must be valid with all its specifications, quote etc., for the supply of required chassis.

2.5 Format & Signing of Tender

The original and all copies of the tender shall be signed by the Tenderer or a person or persons duly authorized by the Tenderer. Proving of authenticity and reliability of tenderer and its tender document is sole responsibility of the tenderer.

The tender shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.6 Deadline for submission of Tender



SEALED envelopes containing Tenders must be received by MBEA at the address specified under paragraph 1.5 no later than **1400 HRS ON 14th March, 2019**

“MBEA” may, at its discretion, extend this deadline for the submission of tenders by amending the Tender Documents in accordance with paragraph 2.4 in which case all rights and obligations of the MBEA and Tenderer’s previously subject to the deadline will thereafter be subject to the deadline as extended.

2.7 Modification and Withdrawal of Tenders

The Tenderer will not modify once or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawals is received by the MBEA prior to the deadline prescribed for submission of tenders.

The Tenderer’s or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 1.5. A withdrawal notice may also be sent by mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders. Authenticity of email id provided for such communication by tenderer and any notices, withdrawal notices received from such email id shall be the sole responsibility of the tenderer for which MBEA shall not be held responsible.

No tender may be modified subsequent to the deadline for submission of tenders.



It is made absolutely clear that, No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

2.8 Opening of Tenders by MBEA

The MBEA will open tenders in the presence of those Tenderer's representatives who will have to attend, between **13:30 hrs to 15:00 hrs LOCAL TIME ON 18th March 2019 (if there is a change in date, the tenderer will be informed)** in the Conference Room or an alternative office designated by the Head – Administration & Facilities Management. The Tenderer' representatives who are present shall sign a register evidencing their attendance.

The Tenderers' names and tender prices, modifications, tender withdrawals and the presence or absence of details requested by the MBEA, at its discretion, may be announced at the opening. MBEA will prepare for its own record, minutes of the tender opening and these minutes shall be considered definitive.

2.9 Preliminary Examination

The MBEA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.

Prior to the detailed evaluation, MBEA will determine the substantial responsiveness of each tender to the tender Documents. For these purposes a substantially responsive tender is one which confirms to all the terms and



conditions of the Tender Documents without. MBEA's determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

A tender determined as not substantially responsive will be rejected by MBEA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.10 Evaluation and Comparison of Tender

The MBEA will evaluate and compare only those tenders determined to be responsive.

A responsive tender should comply with the following: -

- (a) Furnish all information required by the tender document
- (b) Technical Specifications as detailed.
- (c) Submission of a tender valid for 90 days after the date of tender opening as prescribed by the MBEA.

2.11 Award Criteria

The MBEA will award the Order to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the most acceptable evaluated tender, provided further that the Tenderer is determined to be qualified to perform the assigned job satisfactorily.

- 2.12 MBEA's Right to Accept Any Tender and to Reject Any or All Tenders without assigning reasons. MBEA reserves further right to reject all tenders if not found satisfactory or even otherwise to re-tender the entire process for protecting



best interest of MBEA.

The MBEA reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the MBEA's action.

2.13 Notification of Award

Prior to the expiration of the period of tender validity, MBEA will notify the successful Tenderer in writing or email on given id that its tender has been accepted.

2.14 Signing of Contract

Within 7 days of the MBEA notifying the successful Tenderer that it's tender has been accepted, the MBEA will send the tenderer, a draft contract incorporating the terms and conditions of the agreement between the parties for review and confirmation of their acceptance of the terms and conditions of the draft. After which the MBEA will send to the Tenderer a finalized contract signed by the MBEA Signatory.

Within fifteen (15) days of receipt of the finalized Contract, the successful Tenderer shall sign and date the Contract and return it to the MBEA. Signatures by finalized tenderer on contract shall be conclusive proof of execution and existence of contract.

2.15 Assurance by the "Project Management Consultant"

The successful Tenderer shall, be solely responsible to follow all laws applicable and other norms, government directions, notifications, rules, regulations and see to it that,



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all designs plans etc., prepared in this respect gets sanctioned from the Competent Authorities. The Tenderer so appointed shall be primarily responsible for the work involved in this contract and shall indemnify and keep indemnified MBEA in respect of issues and cases arising out of this contract.

The successful tender undertakes to submit for the approval of the MBEA a performance programme

SECTION 3 - PRO-FORMA GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the MBEA and a successful Tenderer who would thereafter be referred to as "**Project Management Consultant**" appointed for work involved for and on behalf of MBEA as recorded in the Contract Form signed by the parties, including all attachments and appendices hereto and all documents incorporated by reference therein;



- (b) "The Purchase Order/Contract Price" means professional fees payable to the **“Project Management Consultant”** under the Contract for the full and proper performance of its contractual obligations;
- (c) "The MBEA" means the Mercedes-Benz Education Academy (MBEA)

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.3 Use of Contract Documents and Information

The **“Project Management Consultant”** once appointed, shall observe all precautionary measures for non-disclosure to any person other than those authorized in writing by MBEA in this respect.

Completion of work must be defined clearly: completion of work assigned to **“Project Management Consultant”** like lay outs, plans designs till the time such plans and work are sanctioned by Competent Authorities with or without modifications OR completion of work involved in project like actual completion certificate of Competent Authorities which is received after construction is completed.

- 3.5 Delay in execution of works – Work can commence from the time of signing the contract and to be completed within time schedule fixed during finalization of contract and subsequently in contract document.**



3.6 Taxes & Duties - Taxes extra as applicable, will be paid to you. TDS will be deducted from the billed amount as per government guidelines prevalent at the time. Any liability arising out of any dispute on the tax structure, calculations and payment to the government will be to your account.

3.7 Contractual Agreement

The Submission of a tender will be taken as implicit and explicit acceptance of the General Conditions of Contract as described.

SECTION 4 - TENDER FORM AND PRICE SCHEDULE

4.1 Tender Form

Date:.....

Tender No.: **MBEA/2018-19/006**

To: Mercedes-Benz Education Academy,
Head Administration & Facility Management,

We, the undersigned, declare that:

- (a) We have examined, read all terms and conditions to our complete understanding and have no reservations, complaints or queries to the Tender Documents
- (b) We offer to provide our professional services in conformity with the Tender Documents and in accordance with the Delivery Schedules



(c) The total price of our Tender, is excluding taxes is:

Rs

Our tender shall be valid for the period of time specified in section 2.4 from the date fixed for the tender submission deadline in accordance with section 2.6, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(e) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the tender for and on behalf of: _____

Dated on _____ day of _____, _____

Tender Submitted by (Name of Company): _____

Address: _____



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Telephone _____ Fax: _____

Tender Prepared By (Name): _____

Signature: _____ Date: _____

Company Stamp: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.