



KUMARAGURU COLLEGE OF TECHNOLOGY
(Autonomous)
Coimbatore - 641 049, Tamil Nadu, India

Tender
for
Supply, Installation, of various
TEXTILE AND TECHNICAL TEXTILE LABORATORY
MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS
DEDICATED TO ACADEMIC ACTIVITIES

Tender

**for the PURCHASE OF TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/
PROTOTYPE MODEL MACHINERY & INSTRUMENTS
DEDICATED TO ACADEMIC ACTIVITIES**

for

KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE – 641 049

Tender No : KCT/NTTM-01/2024-25/02
Tender Date : 08-04-2025
Cost of the Tender document : 590/- (500 + 18 % GST)
Total Cost : **Rs. 2.30 CRORE**
EMD : As per schedule **(Clause 4 of Section 1)**
Page No: 5
GST NO : **33AAATR3640M1ZG**

Last Date of submission : **07-05-2025 (2.00 PM)**

Address for submission of Tender: THE PRINCIPAL,
KUMARAGURU COLLEGE OF TECHNOLOGY,
CHINNAVEDAMPATTI POST,
COIMBATORE – 641 049, Tamil Nadu, India

Date of Opening of Tender : **07-05-2025 (4.00 PM)**

Cost of the application form : In the form of a Demand Draft

Earnest Money Deposit : In the form of Demand Draft/BG

**Tenderer who are registered with NSIC/MSME authorities for the tendered service is
exempted from the payment of EMD & Cost of the application form.**

(Proof to be attached)

NOTE: ALL THE PAGES SHOULD BE SIGNED BY THE TENDERER.

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No: KCT/NTTM-01/2024-25/02

Date: 08-04-2025

SECTION 1:-

1) NOTIFICATION

KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE – 641 049, invites sealed tenders from eligible, reputed companies/firms/manufacturers/ OEM/Authorized dealers for the Supply, Installation, and Commissioning **TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES** as per the specification required by the Institute.

The Tender Document can be downloaded from the Institute website : www.kct.ac.in

Schedule of Dates:-

Sl. No	Particulars	Date	Time
1	Date of Publication/Downloading of Tender document	08-04-2025	11.00 Hrs.
2	Pre-bid Conference (Off-line)	NA	NA
3	Pre-bid Conference (On-line)	NA	NA
4	Last Date for submission of Tender	07-05-2025	14.00 Hrs.
5	Opening of Tender	07-05-2025	16.00 Hrs.
6	Opening of the Financial Part of the Tender	to be intimated individually.	
7	Details of the short-listed firms	to be intimated individually	

2) ABOUT KUMARAGURU COLLEGE OF TECHNOLOGY

Kumaraguru College of Technology (KCT), Coimbatore is a private Engineering College started in 1984 under the auspices of Ramanandha Adigalar Foundation, a charitable educational trust of Sakthi Group. Situated in a sprawling 156-acre campus in the IT corridor of Coimbatore, KCT is an autonomous institution affiliated to the Anna University, Chennai and approved by All India Council for Technical Education (AICTE). KCT was granted Five Year Accreditation status in its first cycle of accreditation. Later, in the second cycle, with a CGPA of 3.21 on 4.0 scale, A Grade was awarded which was valid till 02 December 2021. In July 2022, following the NAAC Peer Team visit for third cycle of accreditation, KCT has been awarded A++ Grade, the highest grade awarded to institutions by NAAC with KCT securing a CGPA of 3.62 on a 4 - point scale. And all the eligible UG programs have also been accredited by National Board of Accreditation (NBA).

The able guidance and patronage of Arutselvar Dr. N.Mahalingam, Founder, Sakthi Group along with the efficient administration of Dr.B.K.Krishnaraj Vanavarayar, Chairman, the resourcefulness of Sri. M.Balasubramaniam, Correspondent and the foresightedness of Sri. Shankar Vanavarayar, Joint Correspondent have equipped the college with excellent facilities such as spacious classrooms, seminar halls, well-equipped laboratories, excellent sporting amenities, dedicated high-speed internet connectivity (broadband) and well-qualified faculty.

3) Scope of Work: - Supply, Install, and Commission the following TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES in KCT and impart training to staff members.

Sl. No.	Name of the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES
1	Melt spinning
2	Crumple flex tester
3	Vacuum transfer composite machine
4	Thermal Conductivity System
5	Scanning Electron Microscopy (SEM)
6	Needle loom
7	Circular Loom
8	Freeze Dryer
9	Surface and volume resistivity meter
10	Thermal manikin
11	Ultraviolet Transmittance Analyzer
12	Particle Filtration Efficiency Tester
13	Peel bond strength tester

Contd...

The Tenderer can quote rate either for the supply of one of Machinery & Instruments or any number of Machinery & Instruments, at his choice.

(It is not compulsory to quote the rate for all the Machinery & Instruments.)

4) The Details of the cost of the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES Laboratory Machinery & Instruments and EMD Payable are furnished below:-

	Name of the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES	EMD(INR)
1	Melt spinning	3% of the total cost as referred in their quotation
2	Crumple flex tester	
3	Vacuum transfer composite machine	
4	Thermal Conductivity System	
5	Scanning Electron Microscopy (SEM)	
6	Needle loom	
7	Circular Loom	
8	Freeze Dryer	
9	Surface and volume resistivity meter	
10	Thermal manikin	
11	Ultraviolet Transmittance Analyzer	
12	Particle Filtration Efficiency Tester	
13	Peel bond strength tester	

5) GENERAL INSTRUCTIONS :-

The tenderers should read carefully and understand all the conditions for the contract, schedule of quantities, specifications etc. attached with the tender document before quoting for the work. Any lapse may lead to:

- Rejection of the tender and/or
- Forfeiture of your earnest money / and or
- Recession / Termination of the contract and execution of balance work at the risk and cost of the defaulting contractor,
- Debarring from future tenders.

a) The time allowed for the supply of TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/

PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES will be 60 days from the date of issue of the purchase order.

- b) Applicants should have the minimum qualification criteria as per the technical bid Qualifying Criteria.
- c) Bidders should submit the non-refundable cost of the application form of Rs. 590/- and a refundable Earnest Money Deposit (EMD) along with the Tender documents.
- d) **The Tenderer can quote rate either for the supply of one Machinery & Instruments or any number of Machinery & Instruments, at his choice. In such cases, the EMD applicable to the respective Machinery & Instruments has to be remitted.**

For example,

if the tenderer is willing to quote rate of Rs. 1,00,000/- for one Machinery & Instruments, the EMD will be Rs. 3,000/-

If the tenderer is willing to quote rate of 5,00,000/- for two Machinery & Instruments, the EMD will be Rs. 15,000/-

If the tenderer is willing to quote rate of 25,00,000/- for three Machinery & Instruments, the EMD will be Rs. 75,000/- and so on

- e) A pre-bid conference will not be held to address any clarifications from prospective bidders.
- f) **The last date of submission of tender is 07-05-2025 up to 2:00 PM.**

6) Technical Specification of the proposed purchase of Textile AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES.

S.no.	Name of the Textile and Technical Textile Laboratory Machinery & Instruments dedicated to Academic Activities	Specification
1	Melt spinning	<ul style="list-style-type: none"> • To process polymer – Polyester, Nylon, and PP/PE • Extruder with multiple heating zones with PID Control, Processing Temperature Range 350 to 450°C & Spinning Head with Metering Pump • Spinneret – Mono and Multi Filament of various diameter from 0.2 to 0.7 mm • Mono and multi filament yarns (72F), all types of bicomponent yarns, Hollow fibres, trilobal core and micro fibres • Production capacity: 3kgs / hr. • Godet Assy (Heated) Winder & Hooper • Cooling Zone, Chiller and Draw frame Unit • Vacuum oven, vacuum pump and muffle furnace upto 800°C
2	Crumple flex tester	<ul style="list-style-type: none"> • Double Head Diameter : 63.5mm, Width: 15mm • Rotational Speed 200±10r/min(3.33Hz±0.17Hz) • Rotational Angle 90°±2° • Compression Speed 152±4r/min (2.53Hz±0.07Hz) • Compression Stroke 70mm • Static and Dynamic test Standards as per ISO

S.no.	Name of the Textile and Technical Textile Laboratory Machinery & Instruments dedicated to Academic Activities	Specification
		7854 Method C , BS 3424.9, ISO 8096, ISO 12586
3	Vacuum transfer composite machine	<ul style="list-style-type: none"> • Dimensions (WxL): 450mm x 450mm • Platen Thickness: 50 to 60mm • Heating rate of platen “ 8° C / min • Loading capacity of 100 Metric Tons • Heating Capacity: 1 KW • Automatic (Push Button operated along with Electrical Control Panel) • PLC - Controlled operation with hydraulic power pack unit • Approach Speed: 10 to 40 mm/sec • Pressing Speed: 1 – 5 mm/sec. • Opening Speed: 4 – 6 mm/sec. • Stroke length : 300 mm • Max. Operating temperature: 450°C • Temperature Accuracy: +_2 Degree Cel. • Oil Tank capacity: 100- 150 Ltrs.- Approx. • Piston dia.: 150 mm (approx.) • Electric Motor: 5 to 8 H.P.
4	Thermal Conductivity System	<ul style="list-style-type: none"> • Thermal conductivity: 0 to 0.6 W/mK (2 decimals) • Sensor Temperature Rating: -50°C to 200°C along with thermal chamber and all control panels • Standards as per ASTM - D7984 /ISO standard procedures

S.no.	Name of the Textile and Technical Textile Laboratory Machinery & Instruments dedicated to Academic Activities	Specification
		<ul style="list-style-type: none"> • Thermal effusivity: 0 to 1600 Ws^{1/2}/m²K
5	Scanning Electron Microscopy (SEM)	<ul style="list-style-type: none"> • Accelerating Voltage 5KV-20KV • Magnification: 2,00,000 - 3,00,000x • Specification: 3 nm @ 30KV, 8 nm @ 3KV • Sample Size of 80mm in diameter Max. • Sample Height of 50mm thickness Max., • High sensitivity of 4-segment BSE detector (BSED) & Low vacuum SE detector (UVD) • Image variety - BSE image, SE image, Mix image (BSE+SE) along with EDS system • Cutter and sputter
6	Needle loom	<ul style="list-style-type: none"> • 6" needle width, 6 frame tappet shedding • 30 - 200 rpm with variable speed controller • 2 beams with back rack • Sectional warping supportive beam • Control panel with switch gears
7	Circular Loom	<ul style="list-style-type: none"> • Width 100 - 160 cm • No. of shuttles : 8 • No. of tapes : More than 1300 • Production : 760 picks/min
8	Freeze Dryer	<ul style="list-style-type: none"> • Volume : 2.3 liter • Ice capacity : 1.5 kg • Vacuum pump: 200 lpm • Temperature: -55° C to -85°C • Bench top model
9	Surface and volume resistivity meter	<ul style="list-style-type: none"> • Measuring range: 1 x 10⁵ ohms-1.999 x 10¹⁴ ohms

S.no.	Name of the Textile and Technical Textile Laboratory Machinery & Instruments dedicated to Academic Activities	Specification
		<ul style="list-style-type: none"> • ASTM D257, IEC 62631-3-1
10	Thermal manikin	<ul style="list-style-type: none"> • 25 to 35 sweating zone male manikin system with internal cooling system, dynamic heat flux sensors • Roll around hanging stand and manikin transport chair • Standard operating range: - 20°C to +50°C • Extended operating range: - 40°C to +50°C • Operate in dry as well as sweating state • Standards as per ASTM/EN/ISO standard procedures
11	Ultraviolet Transmittance Analyzer	<ul style="list-style-type: none"> • Measurement Area: 0.67sq.cm • Compact bench top footprint • Wavelength accuracy to +/- 1 nm. • Standards as per ASTM/ISO standard procedures
12	Particle Filtration Efficiency Tester	<ul style="list-style-type: none"> • Flow rate 0-100 litres/min. • Test pressure: 0 to 2500 pa • Standards as per ASTM/ISO standard procedures
13	Peel bond strength tester	<ul style="list-style-type: none"> • 5KN load cell • Pneumatic grip • Test sample: 25 x 75 mm • Standards as per ASTM/ISO standard procedures

Interested companies/firms/manufacturers/ OEM/Authorized dealers meeting the qualification criteria are required to submit their tender in sealed envelopes.

The envelope should be super-scribed as a “**Tender document for supply of Textile and TEchnical Textile Laboratory Model/Prototype Model Machinery & Instruments dedicated to academic activities** to KCT, Coimbatore – 641 049.”

Submitted by: (Name, Address, email, and the Telephone number of the Bidder).

SECTION: 2 TENDER SUBMISSION

1) OFFLINE SUBMISSION -- The bid should be submitted only in OFFLINE.

- a. The cover should contain all the prime eligibility documents along with fees towards the cost of the tender document, EMD, and all pages of the tender document with the signature of the tenderer and it should be PVC / WAX sealed.
- b. The envelopes should be superscripted at the top of the cover as “**TECHNICAL / QUALIFYING BID FOR TENDER FOR SUPPLY OF TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES**”.
- c. The financial bid document should be removed from the tender document and covered with a sealed envelope with the name of the tenderer, superscripted at the top as “**FINANCIAL BID FOR THE SUPPLY OF TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES MACHINERY & INSTRUMENTS**”
- d. The completed tender forms along with the enclosures and the sealed cover containing the financial bid should be submitted in ONE cover and addressed to

Dr. M. EZHILARASI (PRINCIPAL)
KUMARAGURU COLLEGE OF TECHNOLOGY,
CHINNAVEDAMPATII POST, COIMBATORE - 6410 49,
TAMIL NADU, INDIA.

Contact Details (Mobile) : 9486038824

E-Mail Id : principal@kct.ac.in

- d) The sealed envelope should be submitted by Speed Post/Registered Post with acknowledgement due /courier (OR) in person at the reception of KUMARAGURU COLLEGE OF TECHNOLOGY, Chinnavedampatti Post, Coimbatore – 641 049, Tamil Nadu on or before the due date and time.

Any delay in postal transit will not be accepted as a valid reason for condoning the delay in the submission of the tender.

- e) Technical Bids will be opened as per the schedule given on critical dates in the presence of bidders or their authorized representatives. If the opening date happens to be a closed day/holiday, the tender will be opened on the next working

day. Only one authorized representative from the firm shall be allowed to participate in the opening of technical bids/price bids.

2) ACCEPTANCE AND REJECTION

KUMARAGURU COLLEGE OF TECHNOLOGY reserves the right to accept/reject any or all tenders and accept the whole or any part of the tender without assigning any reason. A tender that does not fulfil any of the terms and conditions of the tender or with incomplete documents in any respect will be rejected summarily.

3) EARNEST MONEY DEPOSIT

- a) The EMD as mentioned in the NIT should be paid and enclosed with the Bid documents.
- b) EMD shall be deposited in the form of a Demand Draft drawn in favour of "The Principal, KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore" / BANK GUARANTEE in favour of "The Principal, KUMARAGURU COLLEGE OF TECHNOLOGY" issued by any Nationalized Bank valid for 210 days from the date of NIT.
- c) The DD/BG for the EMD amount in original should be attached to the Tender document.
- d) No other mode of payment for EMD will be accepted.
- e) **Tenderer who are registered with NSIC/MSME authorities for the tendered service/item is exempted from the payment of EMD on the production of a self-attested copy of the certificate issued by NSIC/MSME.**
- f) The EMD will not carry any interest while it is in the custody of KUMARAGURU COLLEGE OF TECHNOLOGY.
- g) The EMD will be refunded to the successful/unsuccessful tenderers after the finalization of the Tender. The EMD paid in the form of BG will be returned to the successful tenderer on payment of SD, execution of the agreement, and finalization of the Tender.
- h) The EMD will be refunded to the unsuccessful tenderer after the finalization of the Tender.
- i) The EMD will be forfeited if the successful tenderer does not supply the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES Machinery & Instruments within the stipulated time.
- j) The EMD will be forfeited if the tenderer withdraws the tender within the validity period of the bid.

4) TECHNICAL BID QUALIFYING CRITERIA

- a) A registered Company/Manufacturer/OEM or their Authorized Dealers should have similar work experience and an annual turnover of more than Rs.0.5 Crore during the last three financial years.
- b) The Bidder should have a valid License/Registration, GSTIN No., PAN Number, Bank Account and registered office in India.
- c) The Bidder should not have been blacklisted by any Govt. Dept./Semi-Govt./Dept. or any other organization.
- d) Information regarding experience in the Supply & Installation of the same/similar Machinery & Instruments /machinery in India should be furnished as per **annexures 9 & 10**. Documentary Evidence to be supported by Purchase Orders and Project/installation completion certificates.
- e) Bidders shall have sufficient manufacturing capacity /tie-ups and should have the after-sales support infrastructure.

- f) In case the Bidder offers to supply Machinery & Instruments, which are not manufactured by them, the Bidder should be duly authorized by the Principal/OEM as an authorized dealer to supply the machines/Machinery & Instruments. Relevant documents to be submitted and as per KUMARAGURU COLLEGE OF TECHNOLOGY format **as per annexure 11 need to be submitted.**
- g) Preference will be given to the Manufacturers/ their authorized dealers having more than 3 years of association with the same manufacturers to ensure effective after-sales service support.
- h) If the Bidder has already supplied/received an order to supply any similar Machinery & Instruments/machine to any Government organization, the performance, timeline and quality of supply and services will be considered as qualifying criteria.
- i) If the bidder is not an OEM then the Authorized Dealers should submit the necessary OEM documents/information etc.,

The selection of the Contractor will be made based on various parameters (as fixed by the Committee/Competent Authorities) like past service to Government Offices, after-sales support, Period of Warranty, AMC Support, feedback from the previous clients of the bidder etc.

5) DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

The bidder shall furnish the self-attested copies of the following documents, as part of his bid documents establishing the bidder's eligibility. The original documents should be produced on demand for verification and return.

- a) Cost of Tender Document (Crossed DD in original) (Mandatory)
- b) Cost of EMD - DD/BG in original (Mandatory)
- c) Details regarding experience in the Supply & Installation of the same/similar Machinery & Instruments/machinery in India.
- d) Documentary Evidence to be supported by Purchase Orders and Project/installation completion
- e) a valid License/Registration, GSTIN No., PAN Number, Bank Account and registered office in India.
- f) Any other documents supporting the Qualifying criteria for technical bid.
- g) Declaration for accepting terms and Conditions of KUMARAGURU COLLEGE OF TECHNOLOGY.
- h) Certificate for not having near relatives working in KUMARAGURU COLLEGE OF TECHNOLOGY.
- i) IT return copy for the assessment years (I.e. 2020-21, 2021-22, 2022-23).
- j) Latest profit and loss statement.
- k) Copies of Articles of Association and Memorandum of Association in case of Limited company OR Copies partnership Deed and Power of Attorney in case of Partnership Firm
- k) Affidavit in case of the sole proprietorship (in Non-Judicial Stamp Paper of Rs. 100.)**
- l) Copy of GST Registration Certificate.

- m) Self-declaration by the bidder stating that the Bidder **has not been blacklisted** by any Central/ State Governments/ PSUs/Colleges/Schools in India at the time of submission of the bid must be submitted in this regard (Mandatory).
- n) Tenderer's Profile.

Any bid devoid of the above documents will be summarily rejected.

6) EVALUATION CRITERIA AND FINAL SELECTION

- 1) The committee constituted by the Principal, KUMARAGURU COLLEGE OF TECHNOLOGY will examine the technical documents and decide the suitability as per the requirements of KUMARAGURU COLLEGE OF TECHNOLOGY and the terms and conditions of the tender. Only the technical bids of the firms which meet the qualification criteria, would be taken up for detailed evaluation.
- 2) The technical committee will visit to verify the capacity and capability of the bidders to assess the performance of similar Machinery & Instruments/machinery supplied by them
- 3) Selection of the bidders shall be based on a weighted criteria system to be derived from the submitted tender documents, experience etc., In the case of non-fulfilment of minimum pre-qualification criteria of the technical bid, the bid of the respective bidder shall be rejected. The competent authority will decide regarding the selection of Contractors.

7) AWARD OF CONTRACT:-

- 1) The Contract will be awarded based on the rate quoted in the financial bid among the technically qualified bidders. Once the work order awarding the contract is sent to the Contractor, he must be ready to supply the Machinery & Instruments within 60 days of receiving the work order.
- 2) The competent Authority reserves the following rights :
 - a. to review the quality and performance of the Machinery & Instruments supplied and cancel the purchase order if the supply is not as per the specifications, stipulated in the NIT.
 - b. to cancel the purchase order at any time without assigning any reason and the decision of the Principal, KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE – 641 049 will be final in awarding the contracts.

8) SECURITY DEPOSIT

- 1) The successful Bidder including NSIC/ MSME registered firms should remit a **Security Deposit equivalent to 10 % of the awarded amount** for the Machinery & Instruments supplied for One year within five days from the date of receipt of the communication by the Bidder.
- 2) This security deposit is payable in the form of a Term Deposit Receipt (TDR) / Bank Guarantee issued by a Nationalized / Scheduled Bank, and it should be for twelve months. Failure to pay the security deposit within the specified time will entail the forfeiture of EMD and the rejection of the tender.
- 3) The security deposit will not carry any interest while it is in the custody of KUMARAGURU COLLEGE OF TECHNOLOGY.

- 4) The Security deposit will be returned after 12 months after the successful completion of the supply, installation, and training to the staff and there is no liability on the part of the Bidder to KUMARAGURU COLLEGE OF TECHNOLOGY.
- 5) The Security deposit will be forfeited in the following circumstances.
 - a) In case any document is found false / forged at any stage, the Security deposit will be forfeited.
 - b) If the contract is terminated by the KUMARAGURU COLLEGE OF TECHNOLOGY due to the supply of poor-quality Machinery & Instruments or negligence/misbehavior / bad act of the contractor / his personnel or non-observing of the provisions stipulated in the contract, the Security deposit shall be forfeited.
 - c) If the contractor is found violating any law/rule related to the supply of the Machinery & Instruments and a report in this regard is received from the competent authority indicating the contractor for violation of any law/rule, the security deposit shall be forfeited without prejudice to any other action as per provisions of the contract.
 - d) If the contractor fails to supply the Machinery & Instruments within the time limit specified, the penalty for the delay shall be recovered from the Security deposit.
 - e) The assessment of recoveries made by the Principal, KUMARAGURU COLLEGE OF TECHNOLOGY shall be final and binding on the contractor.

9) AGREEMENT:

- a. The successful tenderer will be required to execute an agreement in a Non-judicial stamp paper of appropriate value within the time frame stipulated by KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE.
- b. The KUMARAGURU COLLEGE OF TECHNOLOGY reserves the right to add/delete/modify the clauses in the agreement.
- c. Failure of the successful bidder to comply with this requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security (EMD) in which event the KUMARAGURU COLLEGE OF TECHNOLOGY may make the award to any other bidder, at the discretion of KUMARAGURU COLLEGE OF TECHNOLOGY or call for new bids.

10) PERIOD OF CONTRACT:

- a) The supply of the Machinery & Instruments should be completed within 60 days from the date of issue of the purchase order.
- b) Extension/non-extension will be the sole discretion of the authority and the Contractors cannot assume extension as their right.

11) TERMINATION OF CONTRACT:

- 1) The competent authority reserves the right to terminate the contract at any time without assigning any reason if it appears to the authority at any point of time that the services based on the quality of the machinery & Instruments
- 2) At any time during the period of the contract, if it comes to the notice of the KUMARAGURU COLLEGE OF TECHNOLOGY that the contractor has misled this office by way of giving false/incorrect information which has been material in the award of the contract, the contract shall be liable to termination without any notice besides other legal action as per law. Further, in case of any breach, the contract can be terminated without any notice.

SECTION 3 TERMS & CONDITIONS.

1) GENERAL TERMS & CONDITIONS.

- a) The Bidder can apply for one Machinery & Instrument or more than one Machinery & Instruments as per their expertise and capabilities. However, only one tender has to be submitted.
- b) The Technical specifications of the Machinery & Instruments/machinery should be of recent model & make and its spares should be available in the market for a minimum of 3 years.
- c) Details of the product offered shall be supported with complete specifications duly authorized along with documents i.e., Leaflet, catalogue, literature, test reports etc.
- d) Govt. of India guidelines in Make in India policy, Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement will be followed.
- e) KUMARAGURU COLLEGE OF TECHNOLOGY reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting quality & technical specifications. The decision of the KUMARAGURU COLLEGE OF TECHNOLOGY in this regard shall be final.
- f) The rates quoted shall be inclusive of charges such as Insurance, transportation, installation, and training for the staff and all other taxes (excluding GST). Nothing extra shall be paid over the quoted rates.**
- g) It is the responsibility of the tenderer to check any correction, or any modifications published subsequently in the website and the same shall be taken into account while submitting the tender.
- h) The Bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions of the contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
- i) The bidder having their close relatives working in KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE is not allowed to participate in the Tender, an affidavit confirming the same should be submitted in original to KUMARAGURU COLLEGE OF TECHNOLOGY.
- j) The contractor shall not sublease full or part of the contract. If found subleased, it leads to blacklisting of the vendor and penalization by the Institute. No Subletting of construction work is permissible at any cost.
- k) The selected bidder will have to complete all the required formalities/obtain permits/licenses, if any, including agreement, etc. immediately within Five days after the award of the Purchase order.
- l) Canvassing, whether directly or indirectly, in connection with tenders, is strictly prohibited and the tenders, submitted by the contractors, who resort to canvassing, will be liable for rejection.

2) SPECIAL TERMS & CONDITIONS

- a) The contractor shall take all precautionary measures to avoid any damage to adjoining property while installing the Machinery & Instruments. All necessary arrangements shall be made at his own cost.
- b) KUMARAGURU COLLEGE OF TECHNOLOGY reserves the right to make any change, omission, additions (or) alterations to the original specifications of the Machinery & Instruments. Such changes, omissions, and substitutions shall be deemed to have been formed as work included in the original tender and the contractor shall be bound to carry out the work/adhere to the supply order.
- c) The Period of warranty for the Machinery & Instruments will be for two Years.**
- d) The Contractor shall extend Post Supply Support to the Institute in maintaining the Machinery & Instruments.

SECTION: 4 MISCELLANEOUS

1) Arbitration:

All disputes or differences whatsoever between the contractor and the Institute related to the Contract will be settled by arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and shall be binding for all purposes.

2) Legal dispute:

Any disputes or differences whatsoever arising out of or relating to the construction, interpretation, operation or effect of any of the terms in this agreement or the breach thereof and claims and benefits which arise out of the subject work but which are disputed, shall be settled by Courts of Law having jurisdiction in Coimbatore only.

4) FORCE MAJEURE

- a) If at any time, during the continuance of this contract, the performance in whole or in part, by either party of any obligation under this contract shall be prevented or delayed by reasons beyond control -FORCE MAJEURE- Neither party shall, by reasons of such events be entitled to terminate this contract, nor shall either parties have any claim for damages against the other in respect of such non-performance or delay in performance.
- b) The force majeure shall include war or hostility, acts of the public enemy, civil commotion, sabotage, fire, floods, explosions, epidemics, quarantine, restrictions, strikes, or lockouts, or acts of God (hereinafter referred to as eventuality).
- c) Provided such force majeure provisions apply only if notice of happening of any such eventuality is given by either party claiming concession to the other within 21 days from the date of occurrence thereof,
- d) Provided activities under the contract that were interrupted under the force majeure event are resumed as soon as practicable after such event comes to an end, or ceases to exist, and the decision of the KUMARAGURU COLLEGE OF TECHNOLOGY as to whether the activities have been so resumed or not, shall be final and conclusive.
- e) Provided further that if the performance in whole or part of, any obligation under this contract is prevented or delayed by reasons, for any such events for a period exceeding 60 days, either party may at his option terminate the contract.

5) PENALTY CLAUSES

Failure to construct in terms of quality, quantity, and as per the requirements will attract a penalty. For not adhering to contractual conditions, KUMARAGURU COLLEGE OF TECHNOLOGY shall be free to impose a monetary fine as deemed fit on the Contractor. Fines imposed shall be remitted by the contractor to the Institute account or else the same shall be adjusted from the Security Deposit.

- a) If any consequential damage occurs while carrying out the installation work, the damage incurred so should be borne by the tenderer. Quantum of liquidity damages assessed by the KUMARAGURU COLLEGE OF TECHNOLOGY shall be final and non-challengeable by the contractor.
- b) **PENALTY FOR DELAY IN supply of Goods:-** Supply of Machinery & Instruments has to be completed within the schedule. For any delay in completing the work, a delay of every week or part thereof, an amount equivalent to 0.5 % subject to a maximum of 12% of the contractor's claim made for the execution will be deducted from the amount payable in the settlement of the claim at the discretion of the Director.
- c) The Principal, KUMARAGURU COLLEGE OF TECHNOLOGY shall be the Competent Authority regarding the imposition of penalty and quantum of the penalty and her decision shall be final.

SECTION: 5

1. PAYMENT OF BILLS

- a. The contractor shall submit the bills in duplicate in printed form has the GST Number.
- b. The bills for payment should be prepared neatly & signed.
- c. The bill of work shall be prepared as per the rates specified in the tender.
- d. The claim shall be inclusive of all taxes.
- e. The dues to the institute will be recovered from the bills
- f. The payments will be released as per the stages of supply of Machinery & Instruments which will be checked and signed by the nominated person of KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE.
- g. The Payment shall be released only after completion of the work including installation training and certification in the respective supply stage by the authorized person of KUMARAGURU COLLEGE OF TECHNOLOGY.
- h. The payment will be released only on successful completion of the work in all the stages and the management certificate issued.

SECTION: 6

1) APPLICATION PROCEDURE

- a) The tender is to be downloaded from the website and print is to be taken on A4 size paper and details are to be entered by the tenderer at the various locations in the document. It shall be ensured that the document is printed as appearing in this bid document, there is no change in formatting, no. of pages etc. and all pages are legible and clear.
- b) Submission of Xerox or photocopy of the tender document is prohibited.
- c) Correction fluid should not be used in rates quoted in tender documents. In case the use of correction fluid is noticed, such tender will be liable for rejection.
- d) If an individual makes the application, it shall be signed by the proprietor above his full typewritten name and current address.
- e) If the application is made by a proprietary firm, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- f) If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address, or by a partner holding power of attorney for the firm or any person authorized by all the partners. In such a case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and the current address of all the partners of the firm shall also accompany the application.
- g) If the application is made by a limited company or a corporation, it shall be signed by a duly authorized person holding power of attorney for signing the application. In such a case, a certified copy of the power of attorney shall accompany the application. Such a limited company or corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification application is filed.

ANNEXURE - 1

APPLICATION

From

To

THE PRINCIPAL,
KUMARAGURU COLLEGE OF TECHNOLOGY,
Chinnavedampatti Post,
Coimbatore – 641 049,
Tamil Nadu, India

Sir / Madam,

SUB: Submission of tender application for participating in tender floated for the supply of TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES for KUMARAGURU COLLEGE OF TECHNOLOGY - reg.

We were having examined the details given in the Tender Document KCT/NTTM - 01/2024-25/02 dt. @ Coimbatore the 08-04-2025, for the supply of TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES for KUMARAGURU COLLEGE OF TECHNOLOGY and published on the Institute website, we hereby submit the pre-qualification documents. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct. We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.

We undertake that, if any information or document is found to be false or forged, my application/ empanelment is liable to be rejected/cancelled by KUMARAGURU COLLEGE OF TECHNOLOGY at any point of time.

I/We agree that should I/We fail to commence the work specified in the above memorandum, an amount equal to the amount of the earnest money mentioned in the form of invitation of the tender shall be forfeited to the KUMARAGURU COLLEGE OF TECHNOLOGY and the same may at the option of the competent authority on behalf of KUMARAGURU COLLEGE OF TECHNOLOGY be recovered without prejudice to any right or remedy available in law out of the deposit in so far as the same may extend in terms of the said bond and in the event of deficiency out of any other money due to me/us under this contract or otherwise.

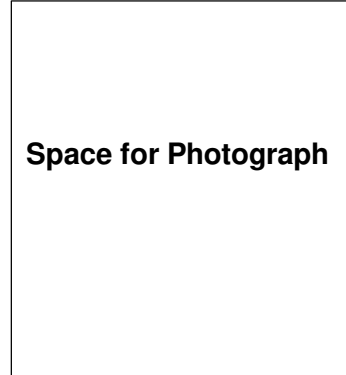
I/We have read and examined the notice inviting tender, specifications, General Rules and procedures, Conditions of Contract, Clauses of Contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the Conditions of Contract and all other contents in the tender document for the work. I/We hereby tender for the execution of the work specified for the KUMARAGURU COLLEGE OF TECHNOLOGY within the time specified in the schedule, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions,

Date of submission:

Signature of Applicant
Name of the Organization (Company seal)

ANNEXURE - 2

APPLICATION FORM



1) Name of the Tenderer /Agency/Company :

2) Name of the tenderer submitting the tender
(Signing the tender) whose photograph is affixed :
(In the case of Proprietary/partnership firms, the
the tender has to be signed only by the Proprietor/
Partner, as the case may be)

3) Address of the Tenderer/Firm/Company :

4) Communication Postal Address

5) Phone No / Mobile No. :

6) E-Mail ID :

7) Registration & Incorporation particulars of
the Proprietorship/Agency/firm/Company,
(if any)

Proprietorship. :

Partnership. :

Private Limited. :

Public Limited. :

(Please attach copies of documents)

8) Name of the Proprietor/ Partners/ Directors :

9) Name of Tenderers bank, address, and the :
Current account number, having ECS/EFT facility :

10) Permanent Income Tax Number, Income Tax circle:

11) GST Registration No: :

12) Details of the supervisory staff :

CERTIFICATE

I/we, S/o..... do hereby declare that the details given in the tender document are true and correct. In the case at any stage, it is found that the information given by me is false/ incorrect, KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Place:

Date:

Signature of Tenderer/Authorized Signatory

Name of the Tenderer:

Seal of the Tenderer :

Address :

ANNEXURE – 3**DECLARATION FOR ACCEPTING AND TERMS ND CONDITIONS.**

To
The Principal,
KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore – 641 049.

Sir,

We are willing to supply TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES for KUMARAGURU COLLEGE OF TECHNOLOGY as per Tender No. KCT/NTTM-01/2024-25/02 dt. @ Coimbatore the 08-04-2025, as detailed below:-

Sl. No.	Name of the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES	Willing to supply (Say Yes/No)	EMD Details
1	Melt spinning		
2	Crumple flex tester		
3	Vacuum transfer composite machine		
4	Thermal Conductivity System		
5	Scanning Electron Microscopy (SEM)		
6	Needle loom		
7	Circular Loom		
8	Freeze Dryer		
9	Surface and volume resistivity meter		
10	Thermal manikin		
11	Ultraviolet Transmittance Analyzer		
12	Particle Filtration Efficiency Tester		
13	Peel bond strength tester		

Continued Note:-

The Tenderer can quote rate either for the supply of one TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES or any number of Machinery & Instruments, at his choice.

(It is not compulsory to quote the rate for all the Machinery & Instruments.)

We hereby agree to abide by all the terms and conditions mentioned in the tender document.

Further, we hereby undertake that there are pages, serially numbered, in the tender including supporting documents.

Signature

Date:

Place:

Seal :

ANNEXURE – 4

DECLARATION

From

M/s. _____

To

**THE PRINCIPAL,
Kumaraguru College of Technology, Coimbatore – 641 049.**

I, _____ Son/Daughter/Wife of Shri. _____
the proprietor/Director/ authorized signatory of the agency/Firm mentioned above is competent to sign this declaration and execute this Tender document.

I/we have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/documents furnished along with the above application are authentic to the best of my knowledge and belief. I/we am/are aware of the fact that furnishing any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is the Proprietor or Partner or Director of any Agency with whom the Government has banned/ suspended business dealings. I/We further undertake to report to the Principal, KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore immediately after we are informed but, in any case, not later than 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully

Signature of the bidder
Name:
Designation:

Date:
Place:
Name:
Designation:
Seal of the Agency:
Address:

ANNEXURE - 5

CERTIFICATE ON NON-PARTICIPATION OF NEAR RELATIVES IN THE TENDER

I _____ S/O _____

Participating in the Tender for the supply of TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES to KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore – 641 049 at the mentioned rate do hereby certify that none of my relative(s) is/are employed in the KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore unit as per details given in the tender document. In the case at any stage, it is found that the information given by me is false/incorrect, KUMARAGURU COLLEGE OF TECHNOLOGY shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signature of the tenderer

Name (Block Letters):

Position:

Date:

Note: In the case of a proprietorship firm the certificate will be given by the proprietor, for a partnership firm, the certificate will be given by all the Partners, and in the case of the limited company by all the Directors of the company.

ANNEXURE - 6

CERTIFICATE & DECLARATION

It is certified that all information provided in the tender form is true and correct to the best of my knowledge and belief. No forged/tampered document(s) are produced with the tender form for gaining an unlawful advantage. I/We understand that KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore is authorized to enquire to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by me/us is false/misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and or any penal action and other damages including withdrawal of all work/purchase orders being executed by us. Further, KUMARAGURU COLLEGE OF TECHNOLOGY, Coimbatore is also authorized to blacklist our firm/company/agency and debar us from participating in any tender/bid in the future.

I / We assure the Institute that neither I / We nor any of my / our workers will do any act/s which are improper/illegal during the execution in case the tender is awarded to us. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities/practices in my / our dealing with the Institute.

Our Firm/ Company/ Agency is not been blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute, or any other Govt. Organization and also no case of any nature i.e. CBI/ Civil//Income Tax/GST/EPF/ESIC is contemplated or pending against us.

Date :
Place :

Signature of the Tenderer
Stamp

Annexure - 7

AUTHORISATION LETTER

To

**THE PRINCIPAL,
KUMARAGURU COLLEGE OF TECHNOLOGY,
Coimbatore – 641 049.**

Sir/Madam,

Subject - Authorization for attending the bid opening on 07-05-2025 for the Tender floated for the supply of textiles TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES Machinery & Instruments -- reg

Order of Preference	Name	Specimen Signature
1.		
2.		
3.		

Signature of the Tenderer

Note:-

Only one representative will be permitted to attend the bid opening. An alternative representative will be permitted when the regular representative is not able to attend. The person who is authorized to attend the bid opening must have the authorization certificate. Permission for entry to the hall where bids are to be opened may be refused in case authorization as prescribed above is not mentioned.

Annexure - 8

MANDATE FORM

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/REAL TIME GROSS SETTLEMENT (RTGS)
FACILITY FOR RECEIVING PAYMENTS**

DETAILS OF ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER//E-MAIL	

BANK ACCOUNT DETAILS:

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS	
TELEPHONE NUMBER AND E-MAIL	Ph. No : Bank E-mail :
WHETHER THE BRANCH IS COMPUTERISED	YES / NO
WHETHER THE BRANCH IS RTGS ENABLED. IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	YES / NO IFSC -
IS THE BRANCH ALSO NEFT ENABLED	YES / NO
TYPE OF BANK ACCOUNT (SB/CURRENT)	SAVINGS ACCOUNT / CURRENT ACCOUNT
BANK ACCOUNT NUMBER	
MICR CODE OF THE BANK	

Annexure – 9

List of Government Organizations/Dept./Private sector or any other for whom the Bidder has Supplied and Installed the same/similar Machinery & Instruments during the last five years (must be supported with work/Purchase orders)

Sl.No	Name of the Organization	Name of Contact Person	Contact No./email id

Signature of the Bidder :
Name :
Designation :

Signature of the Bidder

Annexure – 10

PREVIOUS SUPPLY ORDER DETAILS

Name of the Firm: _____

Order Placed by (Full Address of the Purchaser)	Order Number and date	Description and quantity of ordered Machinery & Instruments	Value of Order	Date of delivery as per Contract	Has the Machinery & Instruments been installed satisfactorily (Attach a Certificate from the Purchaser/Consignee)	Contact person along with Telephone No. , Fax No. and email id

Signature of the Bidder :

Name :

Designation :

Signature of the Bidder

Annexure - 11

**ORIGINAL MACHINERY & INSTRUMENTS MANUFACTURER (OEM)
Manufacturing Authorization Form (MAF)
(On Letter Head of Manufacturer)**

No: _____

Date : _____

**To
THE PRINCIPAL,
KUMARAGURU COLLEGE OF TECHNOLOGY, COIMBATORE – 641 049**

Dear Sir,

We manufacturers of Original Machinery & Instruments at _____
do hereby authorize (M/s. Name and address of the agent _____
to submit an offer against the Tender for the supply of (Name of the Machinery &
Instruments

M/s. _____ is authorised
to submit the bid and conclude the contract regarding business.

We hereby extend our full guarantee and warranty for the goods offered by the above
firm. The dealer is associated with us from the period _____ to _____

Yours faithfully,

(Signature)

Name and seal of the manufacturer.

Annexure - 12**CHECKLIST**

Sl. No	Document / Form	Remarks
1	Tender form in original, duly filled in and signed by the Bidder on each page. (Mandatory)	
2	DDs for the cost of the Tender Form (Mandatory)	
3	Cost of EMD DD/ Bank Guarantee (Mandatory)	
4	OEM - Manufacturing authorization form.	
5	Certificate for not having near relatives working in KUMARAGURU COLLEGE OF TECHNOLOGY	
6	Details of previous supply orders of a similar nature in the last five years.	
7	PAN number –proof copy to be enclosed	
8	GST number (Proof of application registration if number not provided	
9	IT return copy for the assessment years 2021-22, 2022-23 & 2023-24	
10	Latest profit and loss statement.	
11	Copy of License/Certificate) for carrying out the specified work. (Valid on the date of tender Opening	
12	All Declaration & Certificates in NIT (Mandatory)	
13	E-payment mandate form	
14	Copy of the Article & Memorandum of Association of the company in case of Limited company OR Copies of partnership Deed and Power of Attorney in case of Partnership Firm OR Affidavit in case of the sole proprietorship.	
15	Self-declaration by the bidder stating that the Bidder has not been black-listed by any Central/ State Governments/ PSUs/Colleges/Schools in India at the time of submission of the bid must be submitted in this regard (Mandatory).	

Annexure - 13

FINANCIAL BID

(Supply OF TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES)

Sl. No.	Name of the TEXTILE AND TECHNICAL TEXTILE LABORATORY MODEL/PROTOTYPE MODEL MACHINERY & INSTRUMENTS DEDICATED TO ACADEMIC ACTIVITIES	(In Figures)	(in words)
1	Melt spinning		
2	Electronic Jacquard and rapier loom with software for Electronic Jacquard (20 license)		
3	Coating and Lamination		
4	Vacuum transfer composite machine		
5	Thermal Conductivity System		
6	Scanning Electron Microscopy (SEM)		
7	Chemical Protective clothing jet tester		
8	Cut resistance tester		
9	Crumple flex tester		
10	Hydrostatic head tester		

Signature of Tenderer/Authorized Signatory :

Name of the Tenderer :

Seal of the Tenderer :

Address :

Note: -

(if there is any discrepancy in figures and words in the quote, the rate quoted in words shall prevail)