



Embassy of India
Baghdad

No. BAG/ESTT/885/01/2023 (292)

Dated the 11th August 2023

Tender Documents

Documents included are listed below:

Sr. No.	Annexure/Section	Details
1.	Section-I	Notice Inviting Tender (NIT)
2.	Section-II	Proforma for "Bid Letter"
3.	Section-III	Important dates
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9.	Annexure-I	Format of "Undertaking in lieu of EMD"
10.	Annexure-II	Format for submitting Financial Bid
11.	Annexure-III	Proforma of Bank Guarantee
12.	Annexure-IV	Contact details form

D.P. Rawat

(Head of Chancery)

Embassy of India, Baghdad
Al-Mansour area, Baghdad, Iraq

Contact:

+9647704439731 (English)

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Section-I: Notice Inviting Tender (NIT)

Tender Notice for Supply, Installation, Testing and Commissioning of Two Diesel Generator sets for Embassy of India, Baghdad

Embassy of India office in Baghdad invites tender under two-bid system from registered and authorized manufactures/dealers/reputed suppliers having their registered office and service centre at Baghdad, for supply, installation, testing and commissioning of **Two (02): one 150 KVA and one 100 KVA Diesel Generator Set** of reputed make [**Deere & Company/Cummins/Honda/Atlas Copco/Yamaha/Perkins/Kohler/Mitsubishi/Caterpillar or such**] in two parts (**Part-I: Technical Bid** and **Part-II: Financial Bid**).

2. Firms must have maintenance and servicing facilities of generator set in Baghdad. The representative of firms/suppliers may visit the site, for assessment of the requirements and formulation of the quotation, by taking prior appointment from Embassy of India, Baghdad. Clarifications, if any, regarding the tender document or contents therein may be sought by e-mail (hoc.baghdad@mea.gov.in).

3. A brief terms & conditions, scope of work, schedule of quantities and proforma for submission of quotations are enclosed. The tender document can be downloaded from the website: www.eoibaghdad.gov.in. The supplier shall sign every page of documents and submit the sealed envelope to Head of Chancery, Embassy of India at following address:

House No. 22, Street No.16, District No. 609, Al Mansour, Baghdad (Iraq).

4. Interested firms/agencies should submit their bids as explained in the tender document.

5. Earnest Money Deposit (EMD) of **US\$ 500/- (US\$ Five hundred only)** in the form of Bank Guarantee in favour of "Embassy of India, Baghdad" is required to be submitted along with tender bids. The bidders have an option to submit, in lieu of EMD, a signed undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a Performance Security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Baghdad.

6. Bids can be submitted on any working day from 11th August 2023 to 31st August 2023 (from 0930 Hrs to 1700 Hrs).

7. Embassy of India, Baghdad reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the Embassy shall be final and binding.

Section-II: Bid Letter

LETTER OF BID [To be printed on bidder's letterhead]

Date: _____

To,
Head of Chancery,
Embassy of India,
House No. 22,
Street No.16,
District No. 609,
Al Mansour, Baghdad (Iraq).

Reference: Tender No. _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bid Documents for supply, installation, testing and commissioning of Two (02): one 150 KVA and one 100 KVA Diesel Generator Set to Embassy.
3. Our bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security in accordance with the Bid Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.
7. We hereby undertake to confirm that the company have the necessary approvals and security clearances from local authorities in Baghdad to carry out work at Embassy of India, Baghdad situated at Al-Mansour region of Baghdad.

Yours sincerely
(Full Name)
Designation
[Put the seal here]

Section-III: Important Dates

Crucial dates and time in relation to this tender are mentioned below:

Sr. No.	Event	Date	Time
1.	Issue of Notice Inviting Tender	11 th August 2023	1500 Hrs
2.	Site Survey	11 th to 25 th August 2023	1500 Hrs to 1730 Hrs
3.	Starting date for Bid submission	11 th August 2023	0930 Hrs
4.	Last date for Bid submission	31 st August 2023	1700 Hrs
5.	Opening of technical bids	03 rd September 2023	1100 Hrs
6.	Opening of financial bids (for qualifying technical bids only)	05 th September 2023	1100 Hrs

Section-IV: Scope of work including quantity

SCOPE OF WORK

The scope of work of the bidder is enumerated briefly below:

- (a) Supplying, installation, testing and commissioning of total **two DG Sets (one 150 KVA and one 100 KVA)** complete with **if required** acoustic enclosure, circuit breaker, appropriate battery pack, base fuel tank, display screen with analogical values and AMF panel.
 - (b) All Civil Works, **if required** for the preparation of platform (PCC foundation of appropriate size at least 9 inches above the ground, length and width of the foundation should be atleast 200mm to 400mm more than that of the DG set size to ensure the least vibration, foundation must be rigid) necessary for the installation of the Silent DG Sets.
 - (c) Proper earthing required for the installation of Silent DG Sets and protection of equipment and Human being. Copper/GI plate earthing with Copper/GI plate of minimum size 600*600*3 mm and Copper/GI strip of size 25*3 mm laid in ground at a depth of 12 feet complete with Charcoal, Salt and Manhole cover etc.
 - (d) Supply, installation and testing of Changeover and other electrical fittings, cables etc. required for the installation of DG Sets.
 - (e) Arrangement of equipment, tool and tackles and scaffolding material for installation of the equipment at site at the cost of bidder.
 - (f) Required quantity of lubricant and coolant are to be arranged by bidder at the cost of bidder till commissioning and handing over the system and during the guarantee period of one year.
 - (g) Submission of guarantee certificate and test certificates of the manufacturer.
 - (h) Installation of exhaust pipes with suitable insulation up to the required level of the building as required by the concerned statutory authorities.
 - (i) Cleaning and removal of all unused / wastage material from the site immediately after handing over the equipment.
2. The bidder shall, at its own expense, arrange for safety provisions as per safety codes and rules, regulations and laws as may be applicable, in respect of all labour, directly or indirectly employed in the work.
3. The bidder shall not assign the contract or any part thereof without the prior written consent /approval of the Embassy of India, Baghdad.
4. **Warranty:** The supplier will spell out the warranty period (minimum one year) and life expectancy for the items supplied under this contract which will **include free service and maintenance as per requirement and response to emergency calls to ensure smooth operation of the generator set till the end of warranty period. This fact must be mentioned in the technical bid document.**

Documentation

Two (02) sets of following documents shall be provided by the manufacturer/supplier:-

- O&M Manual of Diesel Engine
- Spare parts list of Diesel Engine
- Test Certificate of Diesel Engine
- Test Certificate of Alternator
- Test Certificate of D.G. Set

Section-V: Earnest Money Deposit

- 5.1 The amount towards EMD is US\$ 500/- (US\$ Five hundred only).
- 5.2 The tender documents should be accompanied by Earnest Money Deposit (EMD) of appropriate amount, in the form of Bank Guarantee, in favour of "Embassy of India, Baghdad".
- 5.3 EMD will not be accepted in the form of Cash/Cheque/or any other form except Bank Guarantee. No interest shall be payable on EMD.
- 5.4 Bidder can submit an undertaking, as in Annexure-I to this tender, in lieu of EMD.
- 5.5 Bids submitted without "EMD" or "Undertaking in lieu thereof" will stand rejected.
- 5.6 The EMD will be returned to the bidder(s) within 30 days from the date of issuance of the Notification of Award of Work on the selected bidder or cancellation of the tender.
- 5.7 The EMD shall be forfeited:
- a. If the bidder withdraws the bid during the period of bid validity specified by the bidder in the bid form.
 - b. In case of successful bidder, if the bidder
 - (i) fails to sign the Accept the work in accordance with the terms of the tender document
 - (ii) fails to furnish required Performance Bank Guarantee in accordance with the terms of Tender Documents within the time frame specified in the tender document
 - (iii) fails or refuses to honour his own quoted prices for the services or part thereof.

Section-VI: Minimum Eligibility Criteria

6.1 The following shall be the Minimum Eligibility Criteria for selection of bidders at the technical stage of the bidding process:

a. **Legally Valid Entity:** The bidder/bidding firm should necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the relevant Act or a firm having valid Trade License granted by the City Corporation to do business.

b. **Registration:** The bidder/bidding firm must have VAT registration with the concerned authority. The company should have the necessary permits and requisite security clearance to carry out work in Baghdad.

c. **Company profile/information regarding key personnel:** The bidder/bidding firm shall also include in its bid, as per proforma at Annexure-IV to this tender document, details about the company and its key personnel.

d. **EMD or "Undertaking in lieu thereof":** The bidder/bidding firm should attach the EMD of appropriate value or Undertaking in lieu thereof, as prescribed in Section-V of this tender document.

6.2 Documents in support of Minimum Eligibility Criteria:

a. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (a) above, attested copies of certificates issued by the respective authority should be attached with the bid.

b. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (b) above, attested copy of Registration certificate should be attached with the bid.

c. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (d) above, copies of supporting documents for company profile/information about key personnel should be attached with Annexure-IV to this tender document.

d. As proof of having fully adhered to the minimum eligibility criteria at 6.1 (d) above, the PO/DD towards EMD or "Undertaking in lieu thereof" (in original) should be attached with the bid.

Section-VII: Bids

7.1 **Preparation of Bids:**

- a. Two-bid system will be followed for this tender. In this system, bidder must submit their offer as explained below.
- b. **Envelope No. 1- "Technical Bid":**
 - (i) Duly filled Technical Bid with proper seal and signature of authorized person on each page of the bid should be submitted.
 - (ii) All the necessary documents including those in support of Minimum Eligibility Criteria should be submitted with Technical Bid. These documents should be self-attested.
 - (iii) EMD should be submitted with the "Technical Bid". Bidders can submit an undertaking in lieu of EMD as prescribed in Annexure-I of this tender document.
- c. **Envelope No. 2- "Financial Bid":**
 - (i) Bidders must quote the price in the format given in Annexure-II to this tender document.
 - (ii) No other documents except "Price Schedule" may be submitted along with Financial Bid otherwise the bid shall stand rejected.
 - (iii) All amounts are to be quoted only in US\$. The price quoted shall be considered firm and no price escalation will be permitted. The prices quoted should be inclusive of charges for freight, insurance, packing, after sales service etc.
- d. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".
- e. Both the sealed envelopes should be placed in a third larger envelope clearly mentioning "Technical Bid & Financial Bid " Tender for supply, installation, testing and commissioning of **Two (02): one 150 KVA and one 100 KVA Diesel Generator Set** to Embassy of India, Baghdad.
- f. Please write Tender Number viz. No. No. **BAG/ESTT/885/01/2023** on each envelope and seal all the envelopes.

7.2 **Submission of Bids:**

- a. The bid complete in all respect may be submitted to the Head of Chancery, Embassy of India, Baghdad. The bids viz. Technical and Financial Bids should be submitted in original.
- b. The bid should be neatly arranged, plain and intelligible. The language of the bid should be English as far as possible.
- c. Each page of the bid should be signed by the authorized official of the company.
- d. Bid should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will summarily be rejected.
- e. Insertions, postscripts, additions and alterations in the bids submitted shall not be recognized, unless confirmed by bidder's signature.

7.3 **Deadline for Submission of Bids:**

- a. Bids must be submitted on or before 31/08/2023 (1700 Hrs) which is the last date for submission of bids.
- b. In the event of the specified date for the submission of bids being declared a holiday for the Embassy of India, Baghdad, deadline for submission of bids will stand extended to the next working day up to the same time.
- c. The Embassy of India, Baghdad may extend the deadline for submission of bids by amending the bid document and the same shall be notified on the website of the Embassy.
- d. No bid (s) will be accepted after the deadline for submission of the bids.

7.4 **Validity of Bids:**

- a. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of bids.
- b. A bid valid for a shorter period shall stand rejected.
- c. The Embassy of India, Baghdad may ask for extension of validity of bids for another period of 60 days, without any modifications and without giving any reasons thereof. Such request and the response shall be made in writing only.
- d. In case, the Embassy of India, Baghdad calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

7.5 **Bid Opening Procedure:**

- a. Technical Bids (Envelop-A) will be opened in the Conference Room of the Embassy of India, Baghdad.
- b. Technical Bids will be opened at 1100 Hrs on 03/09/2023 in presence of participating bidders or their representatives and the Tender Evaluation Committee (TEC) constituted by the competent authority of the Embassy of India, Baghdad.
- c. After evaluation of the Technical Bids, the qualified bidders will be short-listed.
- d. Financial Bids (Envelope-B) of short-listed bidders only shall be opened on a subsequent date which will be intimated to them by email/fax.
- e. Financial Bids (unopened) of those bidders who will not qualify at Technical Evaluation stage will be returned to them.
- f. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date and the time will remain unchanged.
- g. A letter of authorization shall be submitted by the bidders' representatives before opening of the bids.
- h. Absence of any bidders or their representatives shall not impair the legality of the opening procedures.

Section-VIII: Instructions to Bidders

8.1 Notification of Award of Work:

- a. Embassy of India, Baghdad shall award the work to the eligible bidder whose bid will be accepted and determined as the lowest evaluated commercial bid.

8.2 Contact information:

Shri Om Prakash Rawat,
Head of Chancery,
House No. 22,
Street No.16, District No. 609, Al Mansour,
Email: hoc.baghdad@mea.gov.in

8.3 Amendment of Tender Document

- a. At any time prior to the deadline for submission of bids, The Embassy of India, Baghdad may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
- b. Any corrigendum/addendum to the above tender document, if required, will be hosted in the website of the Embassy of India, Baghdad as given above.

8.4 Purchaser's Right to amend Scope of Work:

If, for any unforeseen reasons, the Embassy of India, Baghdad is required to change the Scope of Work, this change shall be acceptable to the bidder without any change in the price quoted.

8.5 Interpretation of the clauses in the Tender Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Embassy of India's interpretation of the clauses shall be final and binding on all parties.

8.6 Performance Security (PS):

- a. The successful bidder has to deposit Performance Security in the form of a Demand Draft/ Pay Order/ Bank Guarantee drawn in favour of the Embassy of India payable at Baghdad. If it is Bank Guarantee, the same should be as per the format given in Annexure-III to this tender document.
- b. Performance Security will be of an amount equivalent to 5% (five percent) of the total Contract Price, which will be intimated at the time of awarding the contract. The losses to the Embassy, if any, which are directly attributable to the firm shall be deducted from the bills /adjusted from the performance guarantee.
- c. Performance Security should be submitted within fifteen (15) days after the acceptance of the Notification of Award of Work by the successful bidder.
- d. Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all the contractual obligations of the bidder (Service Provider).
- e. No interest shall be payable on Performance Security.

8.7 Payments:

- a. 50% of total amount after dispatch of DG Set from the premises of the manufacturer/seller.

- b. 45% after successful testing and successful commissioning the DG set.
- c. Remaining 5% will be released on completion of replacement guarantee period of 1 year from the date of handing over of DG set.
- d. The bills complete in all respect should be presented to the Embassy and payment of the bills will be made after scrutinizing and verifying the bills within a period of 15 days from the date of receipt of the bills.
- e. Payment will be made in US Dollar by bank transfer only. Successful bidder shall provide Bank Details along with the bills.

8.8 Penalty for delayed Services:

- a. Work has to be completed within 30 days of completion of work. The Embassy of India, Baghdad reserves the right to levy penalty @ of 1 % of Contract Price per week of delay beyond the scheduled deliveries/execution of the order successfully, subject to maximum of 5% of the Contract Price.
- b. The Embassy of India, Baghdad reserves the right to cancel the order in case the delay is more than five (05) weeks.
- c. The penalties, if any, shall be recovered from the 5% claim due after installation & commissioning or from the Performance Security.

8.9 Force Majeure:

Embassy of India, Baghdad may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

- b. 45% after successful testing and successful commissioning the DG set.
- c. Remaining 5% will be released on completion of replacement guarantee period of 1 year from the date of handing over of DG set.
- d. The bills complete in all respect should be presented to the Embassy and payment of the bills will be made after scrutinizing and verifying the bills within a period of 15 days from the date of receipt of the bills.
- e. Payment will be made in US Dollar by bank transfer only. Successful bidder shall provide Bank Details along with the bills.

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Annexure-I

[On the letterhead of the bidding company]

To,
Head of Chancery,
Embassy of India,
Baghdad, Iraq.
Email: hoc.baghdad@mea.gov.in

UNDERTAKING

I, [name and designation], M/s [name of the bidding company], having registered office at [office address], do hereby undertake that our company, M/s [name of the bidding company] will not, during the period of validity of bids, withdraw or modify its bids from Tender No. _____ - dated _____ for supply, installation, testing and commissioning of **Two (02): one 150 KVA and one 100 KVA Diesel Generator Set** to Embassy of India, Baghdad.

2. I further undertake to have understood that if our company, on award of work, withdraws or modifies its bids or if it fails to sign the Contract or fail to submit a Performance Security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for Contracts with the Embassy of India, Baghdad.

Place:

Date:

Yours faithfully

(Name)
Designation Seal

[On the letterhead of the bidding firm]

Date:..... , 2023

Format for submitting the Price Schedule for supply, installation, testing and commissioning of Two (02): one 150 KVA and one 100 KVA Diesel Generator Set to Embassy of India, Baghdad.

Reference: Tender No BAG/ESTT/885/01/2023
dated : _____

Head of Chancery,
House No. 22,
Street No.16, District No. 609, Al Mansour,
Baghdad, Iraq.
Email: hoc.baghdad@mea.gov.in

Price Schedule

Sr. No.	Item/service description	Unit Price (in US\$)	Total price (in US\$)
1.	Cost of one 150KVA Generator unit		
2.	Cost of one 100KVA Generator unit		
3.	Cost of delivery		
4.	Cost of installation		
5.	Any other cost (if necessary)		

Note: Above quoted prices are for supply, installation, testing and commissioning of Two (02): one 150 KVA and one 100 KVA Diesel Generator Set to Embassy of India, Baghdad.

Yours faithfully

(Signature of Authorized Signatory)

(Name)

Designation

Seal of the company

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)

To,

Head of Chancery,
House No. 22,
Street No.16, District No. 609, Al Mansour,
Baghdad, Iraq.

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the Notification of Award of Work No. _____ dated _____ placed by the Embassy of India, Baghdad to M/s (Name & Address of vendor) for

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install the items listed in said order at the Embassy of India, Al-Mansour office in Baghdad to the entire satisfaction of the Embassy and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Baghdad, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the No. _____ dated _____ M/s (name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

The Embassy of India, Baghdad shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the supplier's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the Embassy of India, Baghdad under any security (ies) now, or hereafter held by the Embassy of India, Baghdad and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Baghdad hereunder or of prejudicing right of the Embassy of India, Baghdad against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Baghdad and liabilities of the supplier arising up to and until date _____ .

Your right to recover the said sum of US\$._____ /- (US\$_____ Only) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s_____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to US\$_____ (US\$_____ Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed US\$..... (in words)
- B. This bank guarantee shall be valid up to....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before.....
- D. The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK
Authorized Signatory

Contact Details Form

GENERAL DETAILS OF BIDDER

NAME OF THE COMPANY

NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE

COMMUNICATION ADDRESS.....

PHONE NO./MOBILE NO.....

FAX/ E-MAIL I.D.....

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

NAME OF THE CONTACT PERSON

DESIGNATION

PHONE No.

MOBILE No.

E-MAIL ID

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY
(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.