

Letter of Acceptance

15.03.2024

To: ***Kfore Manufacturing Solution
GutNo.267, Jawaharlal Nehru Ind. Estate,
Pirangut, Tal.Mulshi, Dist.Pune 412115***

**Subject: Notification of award Contract No.
SMART/VeetpadminiFPC/Goods/32/2024**

This is to notify you that your Bid dated **11.03.2024** for execution of the For **Supply, Installation, Testing and Commissioning of Auto Bag Packing Machine 4 TPH** as given in the **SMART/VeetpadminiFPC/Goods/32/2024** for the Accepted Contract Amount of **9,80,000/-[Nine lakh eighty Thousand Rs. only], including GST** as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms

Authorized Signature:

Name and Title of Signatory: MR LAXMAN DNYANOBA DHAIGUDE

Name of Agency: BHUSEVA FARMERS PRODUCER COMPANY LTD

Attachment: Contract Agreement

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

- (1) **BHUSEVA FARMERS PRODUCER COMPANY LTD** a *FARMER PRODUCER COMPANY India*, or corporation incorporated under the laws of India and having its principal place of business at **22/1/C Anagar Waffle Road ,Khandobachiwadi Tal.Mohol Dist.Solapur** (hereinafter called "the Purchaser"), of the one part, and
- (2) **Kfore Manufacturing Solution** a corporation incorporated under the laws of INDIA and having its principal place of business at **GutNo.267, Jawaharlal Nehru Ind. Estate, Pirangut, Tal.Mulshi, Dist.Pune 412115** (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited quotation for certain Goods and ancillary services, viz., **Supply, Installation, Testing and Commissioning of Auto Bag Packing Machine 4 TPH** and has accepted quotation /bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the RFQ document
 - (c) the Addenda Nos. (if any)
 - (d) the Specification (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this request for bid document, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:

in the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]

in the capacity of [insert title or other appropriate designation]

in the presence of [insert identification of official witness]

Performance Security (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: _ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... Day of Monthyear and any demand for payment under it must be received by us at this office indicated above on or before that date.

(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of Branch

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.