

<u>सीएसआईआर-</u> भारतीय रासायनिक प्रौद्योगिकी संस्थान CSIR – INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

(वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद् /

Council of Scientific & Industrial Research

उप्पल रोड, हैदराबाद / Uppal Road, Hyderabad-500 007, (तेलंगाणा/Telangana), भारत/India

द्वरभाष/Tel: +91 40 27191245 / 2719 1243 / 27191241

ई-मेल/Email: csiriicthyd@csiriict.in



निविदा के लिए निमंत्रण। INVITATION TO TENDER

निविदा सं./ TENDER ENQUIRY No. - PUR/IICT/DMS/662/RE/23-24

निविदा दस्तावेज /BID DOCUMENT

FOR

एकल निविदा आमंत्रण /SINGLE TENDER ENQUIRY

सामग्रियों का विवरण / ITEMS DESCRIPTION

"SUPPLY AND INSTALLATION OF SPARES FOR GLOVEBOX"

e-Bids under **SINGLE BID System** (Technical Bid& Financial / Price Bid together) shall be submitted through Central Public Procurement Portal(CPPP) (URL: https://etenders.gov.in/) only

सम्पर्क/ contact-भंडार एव क्रय नियंत्रक

Controller of Stores & Purchase

सीएसआईआर- भारतीय रासायनिक प्रौद्योगिकी संस्थान CSIR - INDIAN INSTITUTE OF CHEMICAL TECHNOLOGY

उप्पल रोड, तारनाका/Uppal Road, TARNAKA,

हैदराबाद/ Hyderabad – 500 007 (तेलंगाणा /TELANGANA), भारत/ INDIA

दूरभाष/Ph: +91-40-27191245 / 2719 1243 / 27191241

ईमेल /E-Mail: <u>csiriicthyd@csiriict.in</u> / <u>spodk@iict.res.in</u>

Website: http://www.iict.res.in

Tender Enq. No.	PUR/IICT/DMS/662/RE/23-24	Date	37-10-2023		
Manufacturer/Supp	Manufacturer/Supplier		Indian Office /Dealer/ Distributor		
सेवा में/ To		सेवा में/To			
M/s. Inkarp Instrum	nents Pvt. Ltd.,				
1-2-45/1, Street No). 2,				
Kakateeya Nagar (Colony,				
Habsiguda,	•				
Hyderabad – 500008.					

PROPRIETARY/SINGLE TENDER ENQUIRY

सीएसआईआरटी सी आई आई-, हैदराबाद में स्थित अंतरराष्ट्रीय ख्याति प्राप्त संस्थान है /निदेशक, सीएसआईआर-आई आई सी टी, हैदराबाद नीचे दिए गए निबंधन एवं शर्तों के अनुसार निम्नलिखित सामग्रियों /सेवा की आपूर्ति में रुचि रखते हैं। कृपया ब्योरेवार दर के साथ अपनी **एकल निवदा सी पी पी पोर्टल** https://etenders.gov.in/ इम्सेल द्वारा प्रस्तुत करें।

CSIR-IICT, Hyderabad is an internationally acclaimed research Centre of CSIR situated in Hyderabad.

Director, CSIR-IICT, Hyderabad is interested in procuring of the following materials as per the terms and conditions are given below. Kindly submit your detailed tender through the https://etenders.gov.in/ CPP Portal / e-mail under Single Bid System.

S. No.		Item descrip	tion		Qty.	Bid Type	EMD
1.	SUPPLY AND INSTALLATION OF SPARES FOR GLOVEBOX			-	Single Bid	NA	
	S. No.	Description	Part No.	Qty.			
	1	Touch panel, Project No. 4408	1510313	1 No.			
	2	Software for panel, Project No. 4408	1500635	1 No.			
	3	Magnetic valve 24V/DC	1517201	2 Nos.			
	4	Butterfly valve	1517005	1 No.			
	5	Lid for mini antechamber 100mm Red Handle	1510000	1 No.			
	6	Siemens frequency controller	1512003	1 No.			
	7	Box pressure sensor +/-20 mbar	1510518	1 No.			
	8	O-ring D=43 KF 40 sealing (Art. 1514603)	1514005	6 Nos.			
	9	Centering ring for	1514014	6 Nos.			

	KF40 seal kit (Art. 1514603)			
10	Clamp DN32/DN40 KF	1510429	6 Nos.	

निबंधन एवं शर्तें/ Terms & Conditions

- 1. E-Bids are invited through the electronic tendering process and the Tender Document can be downloaded from the e-Tender portal of Central Public Procurement (CPP) Portal of the Government of India i.e. https://etenders.gov.in. A copy of the Tender Document is also available on CSIR-IICT Website, http://www.iictindia.org for information. However, the submission of e-Bids will be only through the CPP e-Tender portal https://etenders.gov.in. Bids will not be accepted in any other form.
- 2. For participation in e-procurement all bidders (including foreign bidders) need to enrol themselves on the Central Public Procurement Portal (URL: https://etenders.gov.in) which will be free of cost. For further information, kindly refer "Bidder Manual Kit" in the said portal.
- 3. Only enrolled/registered bidders with the above said portal shall be allowed to participate in the e-tendering process
- 4. The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures. In case there is any unavoidable correction, it should be properly attested. If not, the quotation will not be considered. Hand written Quotations will not be considered.
- 5. It may kindly be noted that your **Bid** should be in **Single BID System** / Two BID System.
- 6. In the event of award of Contract in your favour, you need to submit a Performance Bank Guarantee valid for a period of 2 Months beyond the Warranty period of _12 Months. (Not Applicable)
- 7. Price quoted should be **net** and valid for a minimum period of **90 days** from the date of opening of the quotation.
- 8. It may be noted that Conditional / Unsigned tenders shall not be considered.
- 9. The bidder must submit the applicable **Price Schedule** Form as Annexed to the BOQ in etenders.gov.in / Tender Document.
- 10. Complete specifications with manufacturer's Name and address should be given while quoting. Literature / brochures / pamphlets / technical data sheets / drawings must be enclosed with the quotation wherever applicable.
- 11. Prices are required to be quoted in units indicated in the enquiry. When quotations are given in terms of other units, relationship between two sets of units should be furnished. Quantity discounts, if any should also be indicated. The items should be quoted indicating the serial No. of our RFQ.
- 12. Currency of the Quote essentially be **Indian Rupee** only. However, **multi-currency** bidding is allowed in case of proprietary equipment procured from overseas manufacturer and spares and consumables of such proprietary equipment / spares, etc. eligible for Global Tender Enquiry (GTE) permitted in terms of Govt. of India orders No. No. F/12/17/2019/PPD dt. 29th Oct., 2020 and No. F.20/45/2020-PPD dt. 8th Jan., 2021, as amended from time to time.
- 13. **Delivery period** required for supplying the material should be invariably specified in the quotation. The offered delivery period shall have to be strictly adhered to in case an order is placed.

- 14. **Liquidated Damages** The applicable rate is 0.5% per week and maximum deduction is 10% of the contract price, at the discretion of the Competent Authority, CSIR- IICT.
- 15. If the deliveries/service are not maintained and due to that account the purchaser is forced to buy the material/service at your risk and cost from elsewhere, the loss or damage that may be sustained there by will be recovered from the defaulting supplier.
- 16. All supplies are subject to inspection and approval before acceptance. Manufacturer warranty certificates and manufacturer/Government approved lab test certificate shall be furnished along with the supply, wherever applicable.
- 17. IT / GST TDS would be recovered as per applicable rule / regulations / provisions of applicable Indian laws.
- 18. Kindly furnish your **Permanent Account No.(PAN) & GST Number**, etc. in your quotation for our records.
- 19. Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender **shall not be binding** on us.
- 20. This Institute intends to the benefits available to bidders in terms of policies and instructions issued by the Govt. of India in pursuance of 'Micro, Small and Medium Enterprises(MSME) Development Act, 2006' as made applicable as on the date of issue of this tender inquiry.
 - A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

MSEs would be treated as owned by Scheduled Caste/Scheduled Tribe enterprises as under:

- a) In the case of proprietary MSE, the proprietor(s) shall be SC /ST.
- b) In the case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- c) In the case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

MSEs owned by women shall also be determined as per the above analogy/criteria.

The instructions regarding MSEs, as amended from time to time as on the date of Tender Inquiry shall be made applicable.

- 21. All disputes related to this tender shall be settled in the competent local courts of **HYDERABAD** Jurisdiction only.
- 22. If bidder is Indian agent of foreign principal, the following instructions shall be complied
 - i. Bidder must necessarily comply with conditions of 'Make in India' Order No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 of Ministry of Commerce and Industry, Government of India(GoI), as amended from time to time on the date of issue of tender and related instructions of the GoI. The relaxation to invite GTE for spares of equipment from OEM extended vide Govt. of India, Ministry of Finance OM No. F/12/17/2019/PPD dt. 29th Oct., 2020 and provisions for inviting GTE for specialized equipment required for research purposes, and spares consumables for such equipment in terms of Govt. of India, Ministry of Finance No. F.20/45/2020-PPD dt. 8th Jan., 2021 shall be applicable in in the relevant cases as per instructions of the Govt. of India, as amended from time to time.

- ii. Bidder shall comply with restrictions under Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/ Dealer in terms of Order No. P-45021/112/2020-PP(BE-II) (E-43780) dated 24.08.2020 of the Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade, as amended from time to time as on the date of issue of tender.
- 23. The Director, CSIR- Indian Institute of Chemical Technology(IICT), Hyderabad reserves the right to accept or reject any or all tenders / offers either in part or in full or to annul the tender process at any stage or to split the order without assigning any reasons thereof.

24. IMPORTANT NOTE:

- i. KINDLY ENCLOSE COPIES OF PURCHASE ORDERS OF SAME/SIMILAR ITEMS (EVEN IF MODEL NUMBER / ACCESSORIES DIFFER) THAT YOU HAVE RECEIVED FROM ANY GOVERNMENT INSTITUTES/ UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR, DURING THE LAST 03 YEARS.
- ii. IF NO SAME/SIMILAR EQUIPMENT HAS BEEN SUPPLIED TO ANY GOVERNMENT INSTITUTES/ UNIVERSITIES/CSIR INSTITUTES IN PARTICULAR DURING THE LAST 03 YEARS, PLEASE PROVIDE AN UNDERTAKING STATING WE CERTIFY THAT NEITHER WE NOR OUR PRINCIPALS (WHEREVER APPLICABLE) HAS SOLD SAME / SIMILAR ITEM TO ANY GOVERNMENT INSTITUTES / UNIVERSITIES / CSIR INSTITUTES IN PARTICULAR.

iii. REASONABILITY OF PRICES:

- A) PLEASE QUOTE BEST MINIMUM PRICES APPLICABLE FOR A PREMIER RESEARCH INSTITUTION, LEAVING NO SCOPE FOR ANY FURTHER NEGOTIATIONS ON PRICES.
- B) A CERTIFICATE SHOULD BE GIVEN TO THE EFFECT THAT THE QUOTED PRICES ARE THE MINIMUM AND THEY HAVE NOT QUOTED THE SAME ITEM ON LESSER RATES THAN THOSE BEING OFFERED TO CSIR-IICT TO ANY OTHER CUSTOMERS NOR THEY WILL DO SO TILL THE VALIDITY OF OFFER OR EXECUTION OF THE PURCHASE ORDER, WHICHEVER IS LATER.
- 25. The address for obtaining further information:

CONTROLLER OF STORES & PURCHASE, CSIR-IICT, Uppal Road, Tarnaka, Hyderabad - 500007, India. Tel #: 00 91 40 2719 1241/1243/1245

Email: csiriicthyd@csiriict.in / spodk@iict.res.in

Website: www.iictindia.org

Sd/(Dharmendra Kumar)
Controller of Stores & Purchase Officer
For and on behalf of CSIR

A. GENERAL CONDITIONS OF CONTRACT(GCC)

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Special conditions of contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

S.N.	GCC	Condition
	Clause Ref	
1	GCC	The Purchaser is:
	2.1.1(I)	Director, CSIR – Indian Institute of Chemical Technology (IICT)
		Uppal Road, Hyderabad – 500007 - Telangana, India
2	GCC	The Final Destination is:
	2.1.1(m)	CSIR – Indian Institute of Chemical Technology (IICT)
		Uppal Road, Hyderabad, Telangana - 500007, India
3	GCC 2.13.1	The amount of the Performance Security shall be 3 % of the contract value.
4	GCC 2.15.2	The marking and documentation within and outside the packages shall be:
		(a) Each package should have a packing list within it detailing the part No(s), description, quantity etc.
		(b) Outside each package, the contract No., the name and address of the purchaser and the final destination should be indicated on all sides and top.
		(c) Each package should be marked as 1/x, 2/x, 3/xx/x, where "x" is the total No. of packages contained in the consignment.
		(d) All the sides and top of each package should carry an Appropriate indication/ label/ stickers indicating the precautions to be taken while handling/storage.
5	GCC 2.16.1	Details of Shipping and other Documents to be furnished by the Supplier are:
		For goods manufactured within India.
		Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registeredpost / speed post and copies thereof by FAX/Email.
		(a) Two copies of Supplier's Invoice indicating, <i>inter-alia</i> description and specification of the goods, quantity, unit price, total value;
		(b) Packing list;
		(c) Certificate of country of origin;
		(d) Insurance certificate, if required under the contract;

		(e) Railway receipt/Consignment note;		
		(f) Manufacturer's guarantee certificate and in-house inspection certificate;		
		(g) Inspection certificate issued by purchaser's inspector, if any; and		
		(h) Any other document(s) as and when required in terms of the contract.		
		Note:		
		01. The nomenclature used for the item description in the invoices(S), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).		
		02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.		
		Note: O1. The nomenclature used for the item description in the Invoices (s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).		
		02. The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.		
6	GCC 2.16.3	In case of supplies from within India, the mode of transportation shall be by <i>Road</i> .		

7	GCC 2.17.1	The Insurance shall be for an amount equal to 110% of the F.O.R Destination, IICT, Hyderabad, Telangana, India value of the contract from within "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion.
8	GCC 2.21.3	The period of validity of the Warranty shall be as specified with Technical Specifications.
9	GCC2.22.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Advance payment shall normally be not made. Payments for INR items shall be made after delivery and installation.
10	GCC 2.27.1	The penalty shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning.
	GCC 2.27.1	The maximum amount of penalty shall be 10%
11	GCC 2.34.1	The place of jurisdiction is Hyderabad, Telangana, India
12	GCC 2.35.1	For notices, the Purchaser's address is The Director, CSIR – Indian Institute of Chemical Technology, Uppal Hyderabad – 500 007, Telangana, India Attention: Stores and Purchase Officer
13	GCC 2.35.1	Telephone: :+91-040 – 2719 1245 / 1243 / 1241 / 3228 Electronic mail address: csiriicthyd@csiriict.in cosp@iict.res.in
14	GCC 2.43.1	The integrity pact is to be signed: N/A
15	GCC 2.43.2	The name and contact details of the IEMs are as under:

Annexure-A

Bid Form

(Refer para 5.1.2 (ix)(h) of the CSIR Manual)

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for Bids]

Invitation for Bid No.: [insert No of IFB]

To Director, CSIR-Indian Institute of Chemical Technology(IICT), Uppal Road, Tarnaka, Hyderabad- 500007, India.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]:
- (d) The discounts offered and the methodology for their application are:
 - **Discounts:** If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the applies.]
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 1.17.1 from the date fixed for the bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security, if any, in accordance with CCMB Purchase Order.
- (g) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

					
	(If none has been	paid or is to be paid, in	dicate "none.'	")	
(h)		rd, shall constitute a bir	•	n acceptance thereof included in t between us, until a formal contr	•
(i)	We understand th that you may rece	•	o accept the	lowest evaluated bid or any othe	er bid
Signe	ed:				
[inser	t signature of perso	on whose name and ca	pacity are sho	own]	
In the	capacity of [insert l	l egal capacity of perso	n signing the	Bid Submission Form]	
Name	e: [insert complete i	name of person signing	g the Bid Subi	mission Form]	
Duly a	authorized to sign th	ne bid for and on behalf	of: [insert co	mplete name of Bidder]	
Dated	d on	day of	,	_ [insert date of signing]	

Reason

Amount

Name of Recipient

Address

Annexure-B

Bidder Information Form

(Refer para 5.1.2 (ix)(a) of the CSIR Manual)

(a) The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of_____ pages

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration. \(\text{in sert Bidder's year of registration} \)
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder	
Name	
Business Address	

(Mandatory in case bid is submitted on behalf of OEM)

Annexure-C

Manufacturer's Authorization Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer].

Date: [insert date (as day, month and year) of bid submission]

Tender No.: [insert number from invitation for bids]

To Director, Indian Institute of Chemical Technology(IICT), Uppal Road, Tarnaka, Hyderabad- 500007, India.

WHEREAS

We [insert complete name of manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of manufacturer's factories], do hereby authorise [insert complete name of the bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and significant actions are considered.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: <i>[insert sig</i>	gnature(s) of authorised rep	oresentative(s) of th	ne manufacturer]
Name: [insert con	nplete name(s) of authorise	ed representative(s) of the manufacturer]
Title: [insert title]			
Duly authorised to	o sign this authorisation on	behalf of: [insert co	omplete name of bidder]
Dated on	day of	,	[insert date of signing]
The technical and	l commercial deviations sho	ould be indicated se	eparately.
✓ If the bidde	er fails to enclose the comp	oliance statement, h	nis bid is likely to be rejected.
Place:			
Date:			
Signature and se	eal of the Manufacturer/B	idder	

NOTE:

1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Annexure-F

Format for declaration by the Bidder for Code of Integrity & conflict of interest (Refer para 3.2.1 & 5.1.2 (ix)(m) of the CSIR Manual)

(On the Letter Head of the Bidder)

Ref. No:		Date	
То,			
Director, CSIR-Ind Uppal Road, Tarna Hyderabad- 50000		/(IICT),	
Sir,			
With referer declare that we sl Para 1.3.0 of ITB o	nce to your Tender No nall abide by the Code of Integrity f of your Tender document and have n	datedior Public Procurement as no conflict of interest.	I/We hereby s mentioned under
	of any previous transgressions of last three years or of being debarred	•	
a b c			
We underta contravention of th	ike that we shall be liable for any is code.	y punitive action in case	e of transgression/
Thanking yo	u,		
		Yours si	incerely,

Signature (Name of the Authorized Signatory) Company Seal

ANNEXURE-G

Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the Genera Financial Rules (GFRs),2017

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No:	Date	_
То,		
Director, CSIR-Indian Institute of Chemical Tech Uppal Road, Tarnaka, Hyderabad- 500007, India.	nology(IICT),	
Sir,		
With reference to your Tender Noundertake that "I have read the viause regarding country which shares a land border with India; country or, if from such a country, has been recertify that this bidder fulfils all requirements in the	ng restrictions an procurem I hereby certify that this b registered with the Compet	idder is not from such ent Authority. I hereby
Thanking you,		
	Yours si	ncerely,
	Signatur (Name of the Authoriz Compan	red Signatory)

Annexure-H

Format for declaration by the Bidder for Reasonability of Prices (On the Letter Head of the Bidder)

Ref. No:		Date	
To, Director, CSIR Uppal Road, T Hyderabad- 50	•	ogy(IICT),	
Sir,			
With ref	erence to your Tender No	dated	I/We hereby
certify that th	ne price/s offered vide our Qu	otation No.	dated
We furth	is reasonable. MANDA ner certify that the quoted prices are	ATORY the minimum and we have	not quoted the same
item/s on lesse	er rates than those being offered to C	CMB, to any other custom	ers.
Thankin	g you,		
		Yours	s sincerely,
		(Name of the A	gnature uthorized Signatory) npany Seal

IMPORTANT NOTE

Bidders in their own interest are advised to carefully go through the terms and conditions of this Tender Document and submit their offers along with other relevant documents in support of their bid and duly filled up applicable forms indicated above. Kindly ensure that all the relevant columns are duly filled up and each page of bid document (except printed literature) is duly signed / initialled

by the authorized signatory / representative of the bidder with seal of the bidder / firm.