

COMSATS University Islamabad
Sahiwal Campus

TENDER DOCUMENTS

For
Procurement of Synthetic Oils and Filters for Vehicles of CUI Sahiwal
Campus

(Single Stage Two Envelop Procedure)

Submission and Opening Date for Tender:

February 19, 2020 (Wednesday)

Submission Time for Technical and Financial Proposals: 1430 hours

Opening Time (only Technical Proposals): 1500 hours

Tender Issued to M/s _____

February 2020



Purchase and Store Department

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305666-Ext-128 & 186

Web: <https://www.sahiwal.comsats.edu.pk/Tenders.aspx>

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Invitation to Bid
(Tender No. CUI/SWL/Procurement/FY 19-20/121)
Procurement of Synthetic Oils and Filters for Vehicles of CUI Sahiwal Campus

1. COMSATS University Islamabad, Sahiwal Campus, a public sector organization invites sealed bids from the *Original Equipment Manufacturers (OEM)/Authorized Distributors/General Orders Suppliers* registered with income and sales tax departments and who are on active taxpayers list (ATL) of FBR for the work titled “Procurement of Mobil Oils and Filters for Vehicles of CUI Sahiwal Campus”.
2. The procedure of open competitive bidding is Single Stage-Two Envelope.
3. Bidding documents, which are containing detailed terms and conditions, method of procurement, the procedure for submission of bids, bid security, bid validity, the opening of the bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. are available for the interested bidders at “Purchase and Store Department, COMSATS Road, Off G.T.Road, Sahiwal”. The non-refundable fee of bidding document is Rs. Rs. 1,000 (One Thousand Rupees Only) in shape of pay order/Demand Draft in favour of CUI, Sahiwal.
4. The bidders are required to furnish in the form of Bank deposit / CDR / Pay order equivalent to 2% of the total bid price (refundable) as a Bid Security in favour of “COMSATS University Islamabad, Sahiwal Campus”. Any bid which is not accompanied along with bid security shall be rejected by the CUI, Sahiwal as non-responsive and without any right of appeal.
5. The bids, prepared in accordance with the instructions in the bidding documents must reach the Purchase and Store department, COMSATS Road, Off G.T.Road, Sahiwal on or before 1430 hours on February 19, 2020 (Wednesday). Bids will be opened at 1500 hours on the same day, in the presence of bidder’s representatives who choose to attend at the same address. This advertisement is also available on the PPRA website at www.ppra.org.pk and on the Campus Website at <https://www.sahiwal.comsats.edu.pk/Procurement/Tenders.aspx>.

TERMS AND CONDITIONS OF THE TENDER

- 1. Eligible Bidders.** - Bidding is open to all firms and persons meeting the following requirements:
 - a) Registered with Income and Sales Tax Departments, Government of Pakistan
 - b) and who are on Active Taxpayers List (ATL) of Federal Board of Revenue (FBR), Government of Pakistan.

- 2. Tender Document Fee (Non-Refundable).** - Bidding documents along with Pay Order / Demand Draft amounting to **Rs. 1,000/-** as a tender documents fee (Non-Refundable) shall be submitted in favor of COMSATS University Islamabad, Sahiwal Campus to the address given below. No bid will be accepted without the tender documents' fee. Attach Tender document fee with the Technical Proposals.

- 3. Bid Security (Refundable).** - The bidder is required to furnish in the form of Deposit at Call (CDR) or a Bank Guarantee issued by a Scheduled Bank in Pakistan equivalent to 2% of the total bid price as a Bid Security in favor of "COMSATS University Islamabad, Sahiwal Campus". Any bid not accompanied by acceptable bid security shall be rejected by the Employer as non-responsive and without any right of appeal. Attach Earnest money with the Financial Proposals.
 - a. The bid securities of unsuccessful bidders will be returned upon award of contract/Issuance of Purchase Order to the successful bidder or expiry of the validity of Bid Security whichever is earlier.
 - b. The Bid Security may be forfeited:
 - i. If a bidder withdraws his bid during the period of bid validity
 - ii. If a bidder does not accept the correction of his bid price
 - iii. in case of a successful bidder, if he fails to sign the contract agreement or execute the work as specified in the bill of quantities (BoQ).
 - iv. in case of non-performance of the contract, delayed supply/installations or substandard supply/installation, short in quantity, the security deposit will be forfeited and the firm will be blacklisted.

- 4. Bid validity.** - All prices should be valid for at least **60 days from the date of opening of Financial Proposals.** Withdrawal or any modification of the original offer within the validity period shall entitle CUI, Sahiwal Campus to forfeit the earnest money in favor of the CUI, Sahiwal Campus and / or put a ban on such vendor participation in CUI, Sahiwal Campus tenders / works

- 5.** The Purchase/Work Order will be awarded on **Item Wise Basis.**

- 6.** All prices should be quoted on F.O.R (**Pak Rupees**).

- 7. Delivery time or Completion Schedule.** – The exact completion/delivery time from the date of the purchase / work order will be **30 days.** The handing over / completion time for this contract is of critical importance.

- 8.** All pages (BoQs & Terms & Conditions) are mandatory to be signed / stamped, failing which the bid may be rejected.

9. Any addition, deletion or modification of any clause of the procurement terms & conditions of CUI by any vendor will not be accepted and may lead to the rejection of the bid.
10. **Site Visits/Concerned Office.** - Before quoting, the bidder in his own interest can visit to know the specifications of each item the **Store Section of CUI Sahiwal Campus OR Concerned Office**. This will help him in proper assessment of the work. Failure to do so will not absolve the vendor of his responsibility to carry out the work as specified in the tender documents. The cost of visiting the site shall be borne by the vendor and shall be at his own responsibility and risk.
11. The bid form (BoQs) must be duly filled in, stamped and signed by the authorized representative of the bidder.
12. **Method of Procurement.** – COMSATS University Islamabad, Sahiwal Campus, will follow the PPRA rule of **Single Stage Two Envelope Procedure**;
- i. The bid shall comprise a single package containing **two separate envelopes**. Each envelope shall contain separately the **Financial Proposal** and the **Technical Proposal**;
 - ii. The envelopes shall be marked as **“FINANCIAL PROPOSAL”** and **“TECHNICAL PROPOSAL”** in bold and legible letters to avoid confusion;
 - iii. Initially, only the envelope marked **“TECHNICAL PROPOSAL”** shall be opened;
 - iv. The envelope marked as **“FINANCIAL PROPOSAL”** shall be retained in the custody of the procuring agency without being opened;
 - v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - vi. During the technical evaluation no **amendments** in the technical proposal shall be permitted;
 - vii. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
 - viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders;
 - ix. and The bid found to be the lowest evaluated bid shall be accepted.
13. **Submission and Opening of bids.** - The bid should be submitted in a sealed envelope in such manner that the contents are fully enclosed and cannot be known until duly opened. The sealed bids must reach up to **February 19, 2020 (Wednesday)** on or before **1430 hours** and will be opened on the same date **at 1500 hours** in the presence of available bidders. All bids submitted after the time prescribed shall be rejected and returned without being opened.
14. In case, the opening date is declared as a public holiday by the Government, the next working day shall be deemed the date for submission and opening of the tender at same time and venue.

15. After the opening of bids, COMSATS University Islamabad, Sahiwal Campus will examine the bids for completeness as per the tender document.
16. The envelope should be marked as under;
Secretary, Purchase Committee COMSATS University Islamabad, Sahiwal Campus
COMSATS Road, Off G.T Road, Sahiwal. Tel: 040-4305001-05, Ext: 128 The envelope shall also bear the word “CONFIDENTIAL” and following identification quotation of **“Procurement of Synthetic Oils and Filters for Vehicles of CUI Sahiwal Campus”**.
17. **Clarification of bids.** - After the opening of bids, bidders are not allowed to alter or modify his bid. However, the procuring agency may seek and accept clarifications to the bid that do not change the substance of the bid.
18. **Arithmetic Errors.** - The Tender shall be checked for any arithmetic errors which shall be rectified. The Tender Price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the vendor.
19. **Evaluation of bids.** - Bids will be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.
20. **Evaluation Criteria:** Technical bids will be evaluated on the basis of following criteria:
- The Tender will be evaluated on the **Item Wise Basis.**
 - The vendors will provide literature of quoted brands which will be evaluated as per the specifications provided in the tender documents.
 - In case of the authorized distributor of the quoted brand, please attach valid authorization certificate from the Principal/Manufacturer with the Proposal. **Preference will be given to OEM/Authorized distributor of the quoted brand.**
 - Customized Company Profile. Detail of Head Office, Sub-offices with telephone numbers, email addresses and focal persons. Client List and Satisfactory Reports, Lab Test Results and Setup for after-sales service.
 - The vendors will warrant to the COMSATS University Islamabad, Sahiwal Campus on their letterhead that the synthetic oils and filters are genuine, brand new, non-refurbished, unaltered in any way and have no defect, arising from design, materials and workmanship.
 - The Transport Committee can ask and collect the free samples from the vendors for testing in the vehicles of CUI Sahiwal Campus. Their recommendations will be final for the qualification of the vendors.
 - Experience of the firm for supplying Synthetic Oils/Filters and other items to any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. Documentary evidence in the form of Work/Purchase orders must be provided with the technical proposal.
 - The Vendor is a bidder who has not been blacklisted by any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector

Organization anywhere in Pakistan. The vendor will provide this undertaking on judicial stamp paper with Technical Proposal.

- 21. One Bid per Bidder.** - Conditional or alternative bids are not allowed. Bidders are required to quote one bid/one brand. If bidders quote, two bids/different brands then their bids are liable to be rejected. Bidder can quote only one offer in a tender, No-Option/Alternative offer will be considered. One local agent can quote offer only from one foreign principal in tender. Local agent offering bids with more than one foreign principal will not be considered. However, the alternative bids with separate bid security can be accepted.
- 22.** COMSATS University Islamabad, Sahiwal Campus reserves the rights to reject the bid if;
- i. Received without earnest money
 - ii. Received later than the date and time fixed for tender submission
 - iii. The tender is unsigned/ unstamped
 - iv. The offer is ambiguous
 - v. The offer is conditional
 - vi. Offer is made by the unauthorized agent/ supplier of the original equipment manufacturer (only for part-a-of-the-tender).
 - vii. The offer is from a firm, which is blacklisted by any Govt. Office.
 - viii. The offer is received by telephone/telex/fax/telegram.
 - ix. Any unsigned / ambiguous erasing, cutting / overwriting etc. are made.
- 23.** The Employer will inspect the supplied and provided items to verify their conformity to the Technical Specifications given in BoQ. The inspection will be conducted at the final destination.
- 24.** It is the sole responsibility of the agent / supplier / manufacturer to comply with the applicable laws, be national or international.
- 25.** Purchase order (s) will be awarded to the lowest or technically recommended bidder (s) on the basis of item wise / subtotal wise / grand total wise according to the nature of BoQs.
- 26. Rejection of bids.** - COMSATS University Islamabad, Sahiwal reserves all the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposals. CUI, Sahiwal Campus will communicate the grounds for rejection of bids upon request of any supplier or contractor but not liable to justify those grounds.
- 27.** Deduction of Income Tax and any other tax will be deducted at source according to Government prevailing rules.
- 28.** The contract will be executed and handed over in satisfactory conditions up to the entire satisfaction of COMSATS University Islamabad, Sahiwal Campus.

29. Force Majeure. - The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.

- a) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

30. Extensions of Time. -If at any time after issuance of Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Items pursuant to tender Clause 07, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for delivery, in which case the extension shall be ratified by the parties by amendment of the Contract.

- a) Except in case of Force Majeure, as provided under Tender Clause 29, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Tender Clause 31, unless an extension of time is agreed upon, pursuant to Tender Clause 30.

31. Liquidated Damages. If the vendor fails to deliver the goods / services to CUI-Sahiwal in time then the penalty will be charged as under:-

- a. 0.5% per day of the Purchase Order for first 10 working days.
- b. 0.75% per day of the Purchase Order, after that, up to a maximum of 10% of the sum stated in the Purchase/Work Order. Once the maximum is reached, the Purchaser may terminate the contract pursuant to tender clause 35, earnest money and payment may be forfeited.

32. If the delivered goods / services are not according to the required quality standards / specifications, the same shall be liable to be rejected after inspection. The vendor would be required to supply as per requirements mentioned in our BoQs, otherwise, the purchase / work order will be cancelled after the due date with confiscation of earnest money.

33. On account payments. - Part / Advance payments in the case of option-1 in Pak Rupees are not allowed. Payment will be made on submission of Invoice in the name of “COMSATS University Islamabad, Sahiwal Campus” with a copy of delivery challan (s) after the complete order has been supplied, inspected and accepted which includes delivery / installation, and COMSATS acceptance / inspection thereof.

34. Blacklisting of Suppliers and Contractors. - A procuring agency can permanently or temporarily bar from participation in its respective procurement proceedings, the suppliers and contractors who either consistently failed to provide satisfactory performances or found to be indulging in corrupt or fraudulent practices.

35. Termination.

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to Tender Clause 30; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Tender Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, the termination will be without compensation to the Supplier provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the

Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

36. In case of any grievances, the matter will be redressed as per PPRA Rules.

37. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work executed and measured by the Bidder and verified by the Department/Concerned Office and valued at the rates and prices entered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Employer may fix as per the Contract.

38. The CUI, Sahiwal Campus reserves the right to modify the quantities of goods / services at any time before the award of purchase / work order.

39. In the case of repeat orders, fifteen percent (15%) of the Original Procurement within the bid validity period will be considered as the permissible limit to issue variation.

40. The bidder should furnish a certificate as worded below in token of acceptance of all the terms and conditions of the tender. Otherwise, the tender will not be considered under any circumstances.

41. I / We hereby confirm to have read carefully the terms and conditions of your Tender Enquiry dated for opening on..... for the purchase of

We agree to abide by all these terms and conditions/instructions.

42. Certified that the prices quoted by our firm are inclusive of G.S.T and all taxes as per rules and regulations.

Company / Vendor Name:.....

Name of Vendor...:.....

Postal Address:.....

Tel. / Mobile:.....Email:.....

NTN#:.....GST#:.....

C.N.I.C No:.....

Signature of the Vendor

Date and Stamp:.....

- Please also attach the Certificate supporting being Active Taxpayer as per the requirement of FBR.

Bill of Quantities (BoQ)

**Procurement of Synthetic Oils and Filters for Vehicles of CUI Sahiwal Campus
(Tender No. CUI/SWL/Procurement/FY 19-20/121)**

Part-A-Item Wise Basis-Synthetic Oils for Vehicles <i>from OEM/Authorized Distributors</i>					
Sr No	Type of Synthetic Oils and Specifications	Qty	Rates quoted by the vendor with all taxes and delivery charges		
			Quoted Model	Unit Price(Rs.)	Total Cost (Rs.)
1	<u>Diesel Engine Oil</u> 15W-40 (200. Ltr Pack) API,CI - 4/SL Brand Name ZIC- X7000 OR Equivalent	<u>1400 Liters</u> (200. Liters Packing 07 No's Drums OR Equivalent)			
2	<u>Petrol Engine Oil</u> 20W-50 API SM (4 Ltr Pack) Brand Name ZIC- X5 OR Equivalent	<u>400 Liters</u> (4*4 Liters Packing 100 Gallons OR Equivalent)			
3	<u>Motor Cycle Engine Oil</u> 10W-40 (700. ML Pack) JASO MA2 (APISL) Brand Name ZIC-M7 OR Equivalent	<u>70 Liters</u> (700.ML Packing 100 Cans OR Equivalent)			
			Sub-Total-A (Rs.)		

Signature & Stamp of Bidder

Part-B-Item Wise Basis-Filters for Vehicles Guard OR Equivalent from OEM/Authorized Distributors/GOS

Sr No	Vehicle Type	Filter Type	Specifications	Qty	Rates quoted by the vendor with all taxes and delivery charges		
					Quoted Model	Unit Price(Rs.)	Total Cost (Rs.)
4	Hino Buses	Oil Filters	Guard # GDO 345 Equivalent OR Higher	33			
5	Hino Buses	Oil Filters	Guard # GDO 352 Equivalent OR Higher	20			
6	Hino Coaster	Oil Filters	Guard # GDO 332 Equivalent OR Higher	5			
7	AC Coaster	Oil Filters	Guard # GDO 161 Equivalent OR Higher	5			
8	Hi-Roof	Oil Filters	Guard # GDO 506 Equivalent OR Higher	5			
9	Carry Van	Oil Filters	Guard # GDO 158 Equivalent OR Higher	27			
10	GLI Car	Oil Filters	Guard # GDO 199 Equivalent OR Higher	55			
11	Tractor	Oil Filters	Guard # GDO 501 Equivalent OR Higher	5			

Signature & Stamp of Bidder

12	Hino Buses	Diesel Filter	Guard # DGF 433 Equivalent OR Higher	33			
13	Hino Coaster	Diesel Filter	Guard # DGF 215 Equivalent OR Higher	3			
14	AC Coaster	Diesel Filter	Guard # GDF 213 Equivalent OR Higher	4			
15	Hi-Roof	Diesel Filter	Guard # GDF 010 Equivalent OR Higher	3			
16	Tractor	Diesel Filter	Guard # GDF 402 Equivalent OR Higher	10			
17	Hino Buses	Tank Filters	Guard # GDF 456 Equivalent OR Higher	34			
18	Hino Coaster	Tank Filters	Guard # GDD 424 Equivalent OR Higher	3			
19	Hino Buses	Air Filters	Guard # GDA 2480 Equivalent OR Higher	33			
20	Hino Buses	Air Filters	Guard # GDA 2460 Equivalent OR Higher	33			
21	Hino Coaster	Air Filters	Guard # GDA 874 Equivalent OR Higher	3			
22	AC Coaster	Air Filters	Guard # GDA 889 Equivalent OR Higher	5			

Signature & Stamp of Bidder

23	Hi-Roof	Air Filters	Guard # GDA 865 Equivalent OR Higher	3				
24	Carry Van	Air Filters	Guard # GDA 449 Equivalent OR Higher	15				
25	GLI Car	Air Filters	Guard # GDA 1050 Equivalent OR Higher	55				
26	Cultus Car	Air Filters	Guard # GDA 2022 Equivalent OR Higher	12				
Sub-Total-B (Rs.)								
GRAND TOTAL (A+B)-Rs.								
	Tender Document Fee Non-Refundable (Rs. 1,000)- Bank Name, Demand Draft # and Date							
	Call Deposit Receipt (CDR)-Refundable- Bank Name, CDR #, Amount and Date.							

Signature & Stamp of Bidder

Note:

- The Purchase/Work order will be awarded on the **Item Wise Basis.**
- Please clearly mention the quoted model/brand/technical detail otherwise your bid /items may be rejected.
- For all the Brands mentioned in this tender (if any), the term “or equivalent” is hereby added and shall be considered as per PPRA rules.
- Multiple prices of an item may lead to rejection of the item/bid.
- Conditional proposals are not allowed.

Sheet for Evaluation of Technical Proposals of the Vendors

Srl.No	Evaluation Criteria	Provided
01	Literature of Quoted Brand	
02	<u>Copy of the Valid Authorization Certificate with Sign and Stamp</u> Original Equipment Manufacturers/Authorized distributors of the quoted brand. Certificate from the Principal/Manufacturer.	
03	Customized Company Profile: Valid NTN & GST Numbers, Proof of Name in Active Taxpayer List, Detail of Head Office, Sub-offices with telephone numbers, email addresses and focal persons. Client List and Satisfactory Reports, Lab Test Results and Setup for after-sales service.	
04	<u>Undertaking about Synthetic Oils and Filters</u> The vendors will warrant to the COMSATS University Islamabad, Sahiwal Campus on their letterhead that the synthetic oils and filters are genuine, brand new, non-refurbished, unaltered in any way and have no defect, arising from design, materials and workmanship.	
05	<u>Photocopies of Purchase Orders</u> Experience of the firm for supplying Synthetic Oils/Filters and other items to any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. Documentary evidence in the form of Work/Purchase orders must be provided with the technical proposal.	
06	<u>Affidavit on Stamp Paper of Rs.50</u> The Vendor is a bidder who has not been blacklisted by any Federal or Provincial Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. The vendor will provide this undertaking on judicial stamp paper with Technical Proposal.	

07	Original Tender Documents with sign and stamp and acceptance of all tender terms and conditions on company letterhead with the technical proposal.	
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