

**Government of Telangana State
Commercial Taxes Department
Telangana State, Hyderabad**

Open Competitive Bid (OCB)

For

**Rate Contract for Supply of
Stationary & General Items to
Office of the Commissioner of Commercial Taxes, State of Telangana State for One Year**

OCTOBER 2022

**Commissioner of
Commercial Taxes Department, Government of Telangana State**

**M.J. Road, Nampally,
Telangana., Hyderabad**

Contents of Bid Document

Description	Page No.
News Paper advertisement	3
Tender call notice	4
Pre Qualification criterion	5
Statement of important limits and values of bid	6
Bidding procedure	7
Bid evaluation procedure	8
General instructions to bidders	9
Standard procedure for opening and evaluation of bids	13
General conditions of proposed contract	17
Bid letter form	23
Contract form	24
EMD Format	26
Performance Security Format	27
Bid Forms	28
Financial Bid	32
Location	39

Section A

**Government of Telangana State
TS Commercial Taxes Department, Hyderabad**

**Tender call for
Rate Contract for Supply of
Stationary & General Items to
Office of the Commissioner of Commercial Taxes, State of Telangana State for One Year**

Time schedule of various tender related events:

Sl.No.	Subject	Details
1	Department	O/o. Commissioner (C.T), Telangana State.
2	Tender Subject	Supply of Stationary & General Items in the O/o Commissioner of Commercial Taxes, Telangana State for One Year
3	Bid Document Fee	Rs. 2500 /- (Non- Refundable)
4	Bid calling date	10.10.2022
5	Issue of Bid Document	From <u>10.10.2022</u> to <u>15.10.2022</u> '
6	Last date for seeking clarification on Bid document (Pre-Bid Clarification)	<u>17.10.2022</u> at <u>11:00</u> A.M
7	Bid closing Date/Time	<u>19.10.2022</u> at <u>3:00</u> P.M
8	Bid Opening Date/Time	<u>20 .10.2022</u> at <u>12:00</u> P.M
9	CTD Contact person	Joint Commissioner (ST) -I Enforcement, O/o. CCT,C.T.Complex,Nampally, Hyderabad.
10	File Number	G3/252-I/2018
11	Email	g_section@tgct.gov.in

If your firm is interested in participation, please ask the contact person for details or visit our website at <http://www.tgct.gov.in> View under Tender. The bid document fee is payable only when you indent full copy of the bid document from contact person (Details are mentioned at E1-E2 in the Tender Document.

**Sd/- Neetu Prasad
Commissioner (CT)
O/o Commissioner of Commercial Taxes
C.T. Complex, MJ Road, Nampally,
Telangana State ,Hyderabad, 500 001.**

A. The goods, service or material required:

A.1. Rate Contract for Supply of Stationary & General items for Commissioner of Commercial Taxes office State of Telangana for a period of 1 Year from the date of signing contract.

A.2. Schedule of Quantity: Given in Financial Bid Format. Actual requirement could be more or less. Bidders may note that the order **will not** be placed for full quantity in a single order. Rather, order will be placed based on the ACTUAL requirement from time to time during Rate Contract Period. The successful bidder is bound to supply the Stationary & General items as and when indented by the Commercial Taxes Department at the Rate Contract approved

A.3. Delivery Period:

Bidder shall deliver Stationary & General items as per Purchase order issued from time to time within 15 days of the receipt of each order by the bidder. Delay in the supply shall make the bidder liable for penalty as per bid document.

A.4. Bid Document Fee:

The bid document fee is payable only when you indent copy of the bid document from contact person. For filling bid, Bid document must be obtained from Contact person by paying Bid document fee.

A.5. Delivery locations: Stationary & General items shall be delivered at the office of the Commissioner of Commercial Taxes, Nampally, Hyderabad.

Section B**B.1 Pre-Qualification criteria:**

1. The bidder should have minimum annual turnover in supply of Stationary & General items in the State of Telangana. The details is as follows:

Item Name	Annual Turnover
Stationery & General items	Pre-qualification turnover Rs. 30 lakhs annual total turnover in the previous years or Rs.30 lakhs annual total turnover in the previous three years.

2. The bidder should furnish the information (Purchase Orders) on the major past supplies under the relevant products during 2019-20, 2020-21 & 2021-22 and previous years if any, in support of above Turn Over.
3. The Bidders must have valid GSTN Registration in the State of Telangana.
4. The must have PAN Card
5. Bidder should not be in default of VAT Tax, Professional Tax Payment, Blacklisted by any State or Central Government, Public Enterprises and APTSL.

Note: Relevant documents in support of above should be furnished.

Section C

C1. Statement of important limits/values related to bid

Item	Description
EMD	Rs. 1,00,000/- Demand Draft or Bank guarantee in the enclosed proforma at Annexure-I in favour of Commissioner of Commercial Taxes, Telangana State
Bid Validity Period	Valid up to finalization of Tender process or some more time
EMD validity Period	Valid up to finalization of Tender process or some more time
Variation in quantities	Order will be placed as per actual requirement from time to time during contract period
Period for furnishing performance security	Within 15 days from date of receipt of notification of award
Performance security value	Rs. 2,00,000/- Lakhs
Performance security validity period	30 days beyond contract period
Period for signing contract	Within 30 days from date of receipt of notification of award
Payment terms	Cumulative payment
On delivery and acceptance by this office	100% of Purchase Order value
Warranty	Where ever applicable for the goods as per manufacturer's scheme
Penalty for late deliveries	2 % of value of late delivery goods per week or part thereof.

Section E

E. Bidding procedure:

E.1.

Offers should be made in Two parts namely, "Technical bid" and "Financial bid" and in the format given in bid document. Each offer should be placed in a separate envelope super scribed "Technical bid" and "Financial bid", as the case may be, followed by the title mentioned above against "tender call:"

1. EMD should be enclosed in the "Technical Bid Cover"
2. Name of the vender and contact address should also be written on the envelope
3. Tenders will be accepted only from those who have obtained bid document from the Department by paying Bid document fee.
4. All correspondence should be with CTD contact person only.
5. A complete set of bidding documents may be obtained by interested bidders from the CTD contact person upon payment of the **bid document fee which is non refundable**. Payment of bid document fee should be by demand draft in favour of **"Commissioner of Commercial Taxes, Telangana State."**

E.2. Technical Bid:

It shall include the following information about the firm and/or its proposal.

1. **General information of the bidder in Form P-1**
2. **Turnover details of the product offered in Form P-2**
3. **List of major customers along copies of Purchase orders in support of turnover in Form P-3**
4. **EMD**
5. **Photo copy of PAN and VAT and GST Registration Certificates**
6. **Self certification on VAT and GST dues.**

E.3. Financial bid:

The financial bid should provide cost calculations corresponding to unit price (including all Taxes) of each item of the schedule in the Form F-1.

Section F

F. Bid evaluation procedure:

Bids would be evaluated for entire Schedule. Bidders should offer prices for all the items of Schedule and for the full quantity of all items in a Schedule failing which such bid will not be considered for evaluation. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to CTD well in advance of last date of filing bid. In case the schedule or procedure of tender processing is revised, the same shall be communicated by email, telephone, fax, courier as the case may be to all vendors who have obtained the bid document and revised schedule or procedure shall be binding on all.

F.1. Opening of bids:

Immediately after the closing time, the CTD contact person shall open the "Technical Bid" and list them for further evaluation. The financial bids shall remain in the custody of designated officer for opening after evaluation of technical bids. After evaluation of technical bids, **the financial bids of only those bidders, who qualify in technical evaluation, will only be opened.** Any participating vendor may depute a representative to witness these processes.

F.2. Technical bid documentation:

The documentation furnished by the vendor shall be examined to see that the bidder is meeting the requirements of technical bid.

F.3. Financial bid:

Financial bids of only those bidders shall be opened and evaluated who are declared qualified in Technical bid evaluation. Finally bidder shall be selected based on **Lowest Price** for the estimated quantity for the entire contract period.

Section G

General instructions to bidders

G.1. Definitions:

1. **Tender call or invitation for bids**, means the detailed notification seeking a set of goods.
2. **Specification** means the functional and technical specifications or statement of work, as the case may be.
3. **Firm** means a company, authority, co-operative or any other organisation incorporated under appropriate statute as is applicable in the country of incorporation.
4. **Bidder** means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word vendor when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom CTD signs the contract for rendering of goods and services.
5. **Technical bid** means that part of the offer, that provides information to facilitate assessment by CTD, professional, technical and financial standing of the bidder and conformity to requirements.
6. **Financial Bid** means that part of the offer that provides price schedule and total costs of goods and services.
7. **Two part Bid** means the **Technical bid and financial bids put in separate covers and their evaluation is sequential.**
8. **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.

G.2 General Eligibility

1. Subject to Pre Qualification conditions, this invitation for bids is open to all firms who are eligible to do business in India under relevant Indian laws as are in force as on bid calling date.
2. Bidders marked/considered by CTD to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3. Breach of general or specific instructions for bidding, general and special conditions of contract with CTD or any of its user organisations may make a firm ineligible to participate in bidding process.

G.3 Bid forms

1. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide sufficient space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
2. For all other cases the bidder shall design a form on its own to hold the required information.

G.4 Cost of bidding

1. The bidder shall bear all costs associated with the preparation and submission of its bid, and CTD will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
2. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

G.5 Clarification of bidding documents

1. A prospective vendor requiring any clarification of the bidding documents may notify CTD contact person well in advance of last date for filing tenders and in no case later than bid clarification date. Written copies of the CTD response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
2. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. **No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice.** It is further clarified that CTD shall not entertain any correspondence regarding delay or non receipt of clarification from CTD.

G.6 Amendment of bidding documents

1. At any time prior to the deadline for submission of bids, CTD, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
3. In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bids, the CTD, at its discretion, may extend the deadline for the submission of bids.

G.7 Period of validity of bids

1. Bids shall remain valid for the days or duration specified in the bid document. A bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, the CTD may solicit the bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. However a bidder granting the request will not be permitted to modify its bid.

G.8 Submission of bids

1. The bidders shall seal the technical bid and financial bid in separate envelopes, duly marking the envelopes as "Technical bid", "Financial bid" as the case may be.
2. The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
 - a. be addressed to the CTD at the address given in the tender call;
 - b. bear the project name/title indicated in the tender call, and **bear a Statement for –**
 - I. Technical bid
 2. Financial bid **"should not be opened until evaluation of technical bid"**
3. The outer envelopes shall clearly indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
4. If the outer envelope is not sealed and marked as required above, CTD will assume no responsibility for the bid's misplacement or premature opening.

G.9 Deadline for submission of bids

1. Bids must be received by the CTD contact person no later than the bid submission date and time specified in the tender call notice.
2. The CTD may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the CTD and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

G.10 Late bids

Any bid not received by the CTD contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

G.11 Modification and withdrawal of bids

1. The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the CTD prior to the deadline prescribed for submission of bids.
2. The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
3. No bid can be modified subsequent to the deadline for submission of bids.

4. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).

G.12 General Business information:

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

G.13 Bid security i.e. earnest money deposit (EMD)

1. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
2. The bid security is required by CTD to:
 - a. assure bidder's continued interest till award of contract and
 - b. conduct in accordance with bid conditions during the bid evaluation process.
3. The bid security shall be in Indian rupees and shall be a Demand Draft or Bank Guarantee issued by a reputed bank.
4. EMD Rs. **1,00,000/-** by DD in favour of Commissioner, Commercial Taxes, Telangana.
 - a) EMD Refundable to unsuccessful Bidders other than short listed L1, L2 and L3.
 - b) In case of L1, EMD refundable after furnishing security in the form of Bank Guarantee as per terms.
 - c) In the case of other shortlisted Bidders, EMD refundable after the successful bidder files security in the shape of bank guarantee as per terms.
 - d) No interest is payable by the Department on the EMD.
5. The successful bidder's bid security will be discharged upon the bidder signing the contract, and furnishing the performance security.
6. The bid security may be forfeited:
 - a. if a bidder withdraws its bid during the period of bid validity or
 - b. in the case of a successful bidder, if the bidder fails:
 1. to sign the contract in time; or
 2. to furnish performance security in time.

G.14. Preparation of Technical bid

It shall contain of the following parts:

1. General business information
2. Turnover details
3. Major clients' details
4. Bid security (EMD)
5. List of certificates and documents attached

6. Any other relevant information

G.15 Preparation of financial bid

Overview of financial bid

The financial bid should provide cost calculations corresponding to each component of the requirements.

1. Bid prices:

- a. The bidder shall indicate the price (including all taxes) as required in Financial Bid Form.
- b. Prices (including all taxes) quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

2. Bid currency:

Prices (including all taxes) shall be quoted in Indian Rupees.

Section H

Standard procedure for opening and evaluation of bids

H.1. Outline of bid Opening procedure

1. The bid opening and evaluation process will be sequential in nature. It means that bidder must qualify in a particular stage to make him eligible for evaluation in next stage. Immediately after the closing time, the CTD contact person shall open the Technical bids and list them for further evaluation. The Financial bids shall remain in the custody of a designated officer for opening after evaluation of Technical bids. Financial bids of only those bidders will be opened who are declared qualified in technical evaluation.
2. Any participating vendor may depute a representative to witness these processes.
3. The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or as decided by CTD during the course of evaluation to meet any specific situation or need arising from time to time.

H.2. General Guidelines for bid opening and evaluation

Bids will be in two parts (technical and financial) as indicated in the tender call. There will be two bid opening events, one for technical bid opening and other for financial bid opening. Following guidelines will generally be followed by CTD officers at each such event. However CTD may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing.

1. Opening of bids

- a. Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

- b. The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the CTD officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- c. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

2. Preliminary examination of Bids

1. Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
3. CTD may waive any minor informality, nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
4. Prior to the detailed evaluation, CTD will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
5. If a bid is not substantially responsive, it will be rejected by the CTD and may not subsequently be made responsive by the bidder by correction of the nonconformity.

3. Clarification of bids

During evaluation of the bids, CTD may, at its discretion, ask the bidder for clarification of its bid.

4. Evaluation of Technical Bids

Technical bids will be examined to see that bidder meets the technical requirement as indicated in bid document and that all the required certificates and documents are submitted.

5. Evaluation of Financial bids

Financial bids of only those vendors will be opened and evaluated who are declared qualified in technical bid evaluation. All other financial bids will be ignored. CTD may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer. **However Bidders may note that there will not be any financial negotiations after opening of tenders.**

6. Evaluation and comparison of financial bids

1. Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of the user.

2. Past track record of bidder in supply/ services and
3. Any other specific criteria indicated in the bid document and/or in the specifications.

H.3. Contacting CTD

1. Bidder shall not approach CTD officer(s) outside of office hours and / or outside CTD office premises, from the time of the tender call notice to the time the contract is awarded.
2. Any effort by a bidder to influence CTD officer(s) in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the CTD, it should do so in writing only.

H.4. CTD' right to vary quantities

This tender is for Rate Contract valid for the contract period. Hence, CTD will issue Purchase Order from time to time as per actual requirement during the Rate Contract period without any change in Unit Price or other terms and conditions. These are indicated for the purpose of tender evaluation only. Actual requirement may be More or Less.

H.5. CTD' right to accept any bid and to reject any one or all bids.

CTD reserves the right to annul the entire bidding process and reject any one or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

CTD may terminate the process at any time (i.e before Tender process or after Tender process or after agreement) and without assigning any reason. The Bid Document does not constitute an offer by CTD. The bidder's participation in this process may result in short listing of the bidder.

H.6. Notification of award

Prior to expiration of the period of bid validity, CTD will notify the successful bidder in writing, that its bid has been accepted. Upon the successful bidder's furnishing of performance security, CTD will promptly notify each unsuccessful bidder and will discharge its bid security.

H.7. Signing of contract

At the same time as the CTD notifies the successful bidder that its bid has been accepted, the CTD will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the CTD.

H.8. Performance security

On receipt of notification of award from the CTD, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the CTD. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and

forfeiture of the bid security, in which event the CTD may make the award to another bidder or call for new bids.

H.9. Corrupt, fraudulent and unethical practices

CTD will reject a proposal for award and also may debar the bidder for future tenders in CTD, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract. Here:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition,
- c. "Unethical practice" means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.

I. General conditions of proposed contract (GCC)

I.1. Definitions:

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

- a. **"Contract"** means the agreement entered into between the CTD and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"Contract price"** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations;
- c. **"GCC"** means the general conditions of contract contained in this section.
- d. **"SCC"** means the special conditions of contract if any.
- e. **"CTD"** means the Commercial Tax Department
- f. **"Purchaser/ User"** means ultimate recipient of goods and services
- g. **"Vendor or Bidder"** means the individual or firm supplying the goods and services under this contract.
- h. **"Day"** means calendar day.

I.2 Application

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

I.3 Standards

The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

I.4. Performance security

1. On receipt of notification of award, the Vendor shall furnish performance security to CTD in accordance with bid document requirement.
2. The proceeds of the performance security shall be payable to the CTD as compensation for the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to CTD and shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the CTD; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the CTD.

4. The performance security will be discharged by the CTD and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract.
5. In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract.

1.5. Inspection and acceptance

- a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. The vendor will dispatch the goods to the ultimate destination after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. The CTD will test the goods after completion of the supply at the respective office.
- b. Should any inspected or tested goods fail to conform to the specifications the CTD may reject the goods, and the vendor shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the CTD/user.
- c. The acceptance test will be conducted by the CTD, their consultant or any other person nominated by the CTD, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements and performance specifications shall be ground for failure.
- d. In the event of the goods supplied failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the CTD reserves the rights to get the goods replaced by any other supplier at the cost of bidder.

1.6. Delivery and documents

1. Delivery of the goods shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of documents to be furnished and submitted by the vendor are specified below.
 1. Four copies of the Vendor invoice showing goods description, quantity, unit price (including taxes) and total amount;
 2. Acknowledgement of receipt of goods from the user;

1.7. Insurance

It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site. The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks".

1.8. Transportation

Transport of the goods to the User site shall be arranged by the vendor at his cost.

I.9. Warranty

1. The Vendor warrants that the goods supplied under the contract are new and unused. The Vendor further warrants that all goods supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor.
2. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
3. CTD/user shall promptly notify the Vendor in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the Vendor shall, within 15 days, replace the defective goods without costs to the user .
5. If the Vendor, having been notified, fails to remedy the defect(s) within period indicated above, the CTD/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the CTD /user may have against the Vendor under the contract.

I.10. Payment

1. The vendor's request(s) for payment shall be made to the CTD in writing, accompanied by an invoice describing, as appropriate, acknowledgement from respective office.
2. Payments shall be made promptly by the CTD, but in no case later than (30 days) after submission of a valid invoice or claim by the vendor.
3. The currency of payment will be Indian rupees.

I.11. Prices

Prices charged by the Vendor for goods delivered under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorised in special conditions of contract or in the request for bid validity extension, as the case may be.

I.12. Contract amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

I.13. Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under this Contract.

I.14. Subcontracts

The Vendor shall not sub contract, in whole or in part, its obligations to perform under this Contract.

I.15. Delays in the supplier's performance

1. Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the CTD in the bid document.
2. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the CTD in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, CTD shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without penalty.
3. A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate penalty, unless an extension of time is agreed upon by CTD without penalty.

I.16. Penalties

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contract, the CTD shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price and or performance security, as penalty, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance. If delay exceeds 60 days, the CTD may consider termination of the contract:

I.17. Termination for default

1. The CTD, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension thereof granted by the CTD or
 - b. if the Vendor fails to perform any other obligation(s) under the Contract or
 - c. if the Vendor, in the judgement of the CTD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
2. In the event the CTD terminated the contract in whole or in part, CTD may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the CTD for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

I.18. Force majeure

1. The Vendor 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 failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the CTD in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the Vendor shall promptly notify the CTD in writing of such condition and the cause thereof. Unless otherwise directed by the CTD in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

I.19. Termination for insolvency

CTD, may at any time terminate the contract by giving 30 days written notice to the Vendor if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CTD.

I.20. Termination for convenience

1. CTD, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the CTD/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
2. The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the CTD at the contract terms and prices. For the remaining goods, the CTD may elect to have any portion completed and delivered at the contract terms and prices at its discretion.

I.21. Resolution of disputes

1. The CTD and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
2. If, after thirty (30) days from the commencement of such informal negotiations, the CTD and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
3. The dispute resolution mechanism shall be as follows:
 - a. In case of a dispute or difference arising between the CTD and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India,1996.
 - b. Each party shall have the right to appoint one arbitrator and the third arbitrator shall be appointed by Indian Council of Arbitration.
 - c. The arbitration proceedings shall be conducted at Hyderabad in English language.

I.22. Governing language

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

I.23. Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws.

I.24. Notices

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

I.25. Taxes and duties

The vendor shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted goods at the site of the user or as per the terms of tender document.

- (A) Price quoted shall be inclusive of all taxes as applicable including GST.
(B) There will be no –negotiations on the rate quoted in the bid.

Bid letter form

From:
(Registered name and address of the bidder)

To:
The Commissioner of Commercial Taxes,
O/o. Commissioner, Commercial Taxes,
4th floor, C.T. Complex, M.J Road, Nampally
TS., Hyderabad. 500 001

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated _____

Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CTD.

If our bid is accepted, we undertake to;

1. Provide goods according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.
4. We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:
Date:

Bidder's signature
and seal.

Contract form

THIS AGREEMENT made the _____ day of _____ - (year). Between the T.S. Commercial Tax Department (hereinafter "the TSCTD") of one part and _____ (Name of Vendor) of _____ (City and Country of Vendor) (hereinafter "the Vendor") of the other part:

WHEREAS the TSCTD is desirous that certain solution, service and materials, as described in the bid document and briefly outlined below, should be provided by the Vendor.

Date of tender call:

Title of the project:

Brief outline of the work:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and expression shall have the same meanings as are respectively assigned to them in the bid document referred to.

The following documents shall be deemed to form and be read and construed as part of this Contract, viz..

1. bid document(s)
2. pre - bid conference minutes if any,
3. clarification on bid document -issued if any,
4. financial Bid of the Bidder
5. TSCTD notification of award.

In case of conflict among documents mentioned above, the documents mentioned above in reverse order will prevail over other documents. In consideration of the payments to be made by the TSCTD to the, Vendor as hereinafter mentioned, the Vendor hereby covenants with the CTD to provide the goods and to remedy defects therein in conformity, in all respects, with the provisions of the contract.

The TSCTD hereby covenants to pay the Vendor 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.

Brief particulars of the goods which shall be supplied by the Vendor are as under:

Item Description	Rate Contract Price (including all Taxes(Rs.))	Remarks

Note:

- 1 All Taxes and duties if leviable both by either State or Central Government will be the responsibility of Vendor only. Charges quoted should be inclusive of all types of Taxes.
- 2 All unit rates indicated shall be inclusive of all duties, transport, packing and transit insurance charges etc.
- 3 All other tasks pertinent to the contract even though may not have been mentioned in the bid document are assumed to have been included in the work.
- 4 Deduction of taxes at source will be made as per applicable laws from the payments to be made to the selected Vendor.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year above written.

Signed, and delivered by

Signed, and delivered by

For the Vendor.

For T.S Commercial Tax Department

Vendor's common seal:

TSCTD common seal:

Place:

Place:

Date:

Date:

In the presence of

Witness 1:

Witness 2:

Annexure 1

CCT' s. Ref. No. G3/252/2018, _____ **DATE: -** _____ **....**

Bid security (EMD) form

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

Whereas (Here in after called "the Bidder") has submitted its bid dated (Date) for the execution of (Here in after called "the Bid")

KNOW ALL MEN by these presents that WEof having our registered office at(here in after called "Bank") are bound unto the Commercial Tax department (hereinafter called "the CTD") in sum offor which payment well and truly to be made to the said CTD itself , its successors and assignees by these presents.

The conditions of these obligations are:

1. If the bidder withdraws its bid during the period of bid validity or
2. If the bidder, having been notified of the acceptance of its bid by the CTD during the period of bid validity:
 - a. Fails or refuses to execute the contract form if required : or
 - b. Fails or refuses to furnish the performance security. in accordance with the bid requirement:

We undertake to pay the TSCTD up to the above amount upon receipt of its first written demand, without the CTD having to substantiate its demand, provide that in its demand the CTD will note that the amount claimed by it is due to it, owing to the occurrence of one or all the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including (date) , and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Signature of the Bank

Date:

and seal.

Annexure 2

CTD Ref. No.....

Performance security form

(To be issued by a bank scheduled in India and having at least one branch in Hyderabad)

To :.....(Address of CTD)

WHEREAS(Name of Vendor) hereinafter called "the Vendor" has Undertaken, in pursuance of Contract No dated, (Date), to supply called "the Contract". AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

WHEREAS we have agreed to give the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, up to a total of Rs..... (Rupees.....) and we undertake to pay you, upon your first written demand declaring the Vendor to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid up to and including (Date).

Place:

Date:

Signature of guarantors
and seal.

Form P-1**Bidder Information**

1	Name of the organisation	
2	Year of establishment	
3	Registered Office Address	
4	Phone No.	
5	Fax No.	
6	Email	
7	Whether Manufacturer?	Yes/No. If yes, Provide relevant documents
9	Whether Authorised Dealer/ Service provider	Yes/No. If yes, Provide relevant documents
11	Details of EMD furnished	DD No. Date: Name of the Bank Amount: (OR) Bank Guarantee details as above
12	Details of certificates like PAN, VAT RC, if any, enclosed.	

Form P -2

Turn over details of Stationery & General Items

Sl. No.	Item Name	Financial Year	Amount (Rs in Lakhs)
1	Stationery and General Items	2018-19	
		2019-20	
		2020-21	
		2021-22	

(Please mentioned if any other turnover for previous financial years as per clause B.1 of Section B)

Form P -3

List of Major Customers

Sl. No	Customer Full address	Year of supply	Item Description	Purchase Order Value (Rs in Lakhs)

Form T -1

Sl. No	Item Description	Unit	Total Price (incl. all taxes)	Rs in words	Remarks

Form T – 2**Check List****Compliance/agreed/enclosed/ deviation statement.**

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Bid document reference	Remarks
1.Delivery period	
2. Form P-1	
3. Form P-2	
4. Form P-3	
5. Form T-1	
6. Form T-2	
7. Form F-1	
8. Pre-qualification criterion	
9. Technical specifications	

10.Financial bid format	
11. General instruction to bidders	
12. Standard procedure for bid evaluation	
13.General condition of proposed contract (GCC)	
14.Special conditions of proposed contract (SCC)	

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement

Place :

Bidder's signature

Date :

and seal.

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

Form F -I

Financial bid for the following goods

SI.NO	ITEM DESCRIPTION	UNIT	TOTAL PRICE (Including all Taxes)	Rs. In words	Remarks
1	A4 paper 75 GSM (bundle)	Each pc.			
2	acknowledgement postal cards (Nos)	Each pc.			
3	Attendance Registers (100 pages) (Nos)	Each pc.			
4	Battery cells (AA) (Nos)	Each pc.			
5	Battery cells (AAA) (Nos)	Each pc.			
6	Binder Clips (Small) (boxes)	Each pc.			
7	Binder Clips (Big) (boxes)	Each pc.			
8	Cello Butter flow Ball Pens (Red) (packs)	Each pc.			
9	Cello Butter flow Ball Pens (Blue) (packs)	Each pc.			
10	Cello Butter flow Ball Pens (Black) (packs)	Each pc.			
11	Box Files (RJS) (Nos)	Each pc.			
12	Brown tape (big) (Nos)	Each pc.			
13	White tape (big) (Nos)	Each pc.			
14	Calculator (Casio) (Nos) (12 digit)	Each pc.			
15	Courier covers (1 bundle 100 pieces) (Green) bundle A4 & Legal	Each pc.			
16	Double plaster tape (Nos)	Each pc.			
17	DR Register (Nos) 170 pages	Each pc.			
18	Fevi sticks (Fevicol) (Nos) 8 gms	Each pc.			
19	Fevi sticks (Fevicol) (Nos) 15 gms	Each pc.			
20	File pads (Nos) Regular	Each pc.			
21	file tags bundles (bundle)	Each pc.			
22	flags 1x4 packs	Each pc.			

23	flags 3x3 packs (packs)	Each pc.			
24	Calling bell (Nos) Electric wireless (Battery)	Each pc.			
25	Highlighter (pack) (each pack 5 pieces)	Each pc.			
26	Legal Folders (20 Pack)	Each pc.			
27	Legal papers (bundle)	Each pc.			
28	Outwards registers (300 pages) (Nos)	Each pc.			
29	Ikon Paper Cutters (Nos)	Each pc.			
30	paper weight (Nos)	Each pc.			
31	pen drive (16 GB) (Nos)	Each pc.			
32	pen drive (32 GB) (Nos)	Each pc.			
33	Permanent Markers (Black, Green & Red) (Nos)	Each pc.			
34	PR Register (200 pages) (Nos)	Each pc.			
35	Punching machine (Kangaro) (Nos)	Each pc.			
36	A4 folders (20 pack)	Each pc.			
37	Stamp pad Ink Bottles (Nos) 300ml	Each pc.			
38	Docket Sheets	Each pc.			
39	Registers (100 pages) (Nos)	Each pc.			
40	Registers (200 pages) (Nos)	Each pc.			
41	Registers (400 pages) (Nos)	Each pc.			
42	Registers (600 pages) (Nos)	Each pc.			
43	Scales (camil) (Nos) 30cm	Each pc.			
44	Scissors (Big) (Nos) 180mm	Each pc.			
45	Scissors (Small) (Nos) 120mm	Each pc.			
46	scribbling pad (Nos)	Each pc.			
47	Sketch Pens (Packet)	Each pc.			
48	Spike (Small) (Nos) 2.5m wire 4x1	Each pc.			
49	Spike (Big) (Nos) 5m wire 4x1	Each pc.			

CTD bid document for Rate Contract for Stationary & General items -TS

Confidential & Proprietary

50	stamp pads (Small) (Nos) 9.5 x 5 cm	Each pc.			
51	stamp pads (Big) (Nos) 15.7 x 9.6 cm	Each pc.			
52	Stapler (Medium) (Nos) 50x118x25mm	Each pc.			
53	Staplers (Big) (Kangaro) (Nos) heavy duty	Each pc.			
54	Staplers (Small) (Kangaro) (Nos) HD-10	Each pc.			
55	stick notes (Big) (Pack)	Each pc.			
56	Stapler Pins (Medium)(each box 50 packs) 24/6 -26/6	Each pc.			
57	Stapler Pins (Small) (each box 50 packs) 10-1m	Each pc.			
58	Stapler Pins (Big) (each box 50 packs) 24/6-1m	Each pc.			
59	Stapler Pins remover (Nos)	Each pc.			
60	Tappal pads (Best) (Nos)	Each pc.			
61	Thread to despatch section (Bundle)	Each pc.			
62	ultra gp 23A cells (Nos)	Each pc.			
63	uniball pens (Blue) (Boxes)	Each pc.			
64	uniball pens (Green) (boxes)	Each pc.			
65	uniball pens (Black) (boxes)	Each pc.			
66	uniball pens (Red) (boxes)	Each pc.			
67	Water damper (Nos)	Each pc.			
68	White covers (small) (each bundle 100)	Each pc.			
69	White covers (Big) (each bundle 100)	Each pc.			
70	Correction pen Whitener (Nos)	Each pc.			
71	Eraser (Nos) (each box 50 pieces)	Each pc.			
72	Gum Bottles (Nos) 150ml	Each pc.			
73	Blue file Tags (Big) (bundle)	Each pc.			
74	Legal size Envelops (Nos) (100 pieces)	Each pc.			
75	Sharpener	Each pc.			

76	others	As and when new inventory is added to the existing stationary and general items, indent may be placed for new items on need basis. This is to be decided on mutual agreed terms and conditions between vendor & CTD			
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NOTE:

- (A) Price quoted shall be inclusive of all taxes as applicable including GST.**
- (B) There will be no –negotiations on the rate quoted in the bid.**

Form F-I
Financial bid for the following goods

SI.NO	DESCRIPTION	UNIT	TOTAL PRICE (Including all Taxes)	Rs. In words	Remarks
1	All Out Liquid 45ml	Each pc.			
2	Mug 1.5L	Each pc.			
3	Brown Sugar 1 kg	Each pc.			
4	Bru (Gold) 100gm	Each pc.			
5	Bru Coffee (500 gm)	Each pc.			
6	Chakra Gold Tea (500 gm)	Each pc.			
7	Colin 500ml	Each pc.			
8	Dabur honey (500 mg)	Each pc.			
9	Dettol Hand Wash (200 ml)	Each pc.			
10	Disposable glasses pack (50 pc)	Each pc.			
11	Disposable Paper plates (20 pc)	Each pc.			
12	Disposable plates (small) (20 pc)	Each pc.			
13	Disposable spoons pack (100 pc)	Each pc.			
14	Disposable Tea cups pack (50 pc)	Each pc.			
15	dustbin covers box small	Each pc.			
16	Every day milk powder (400 gms)	Each pc.			
17	Girnar Tea box (36 bags)	Each pc.			
18	Flavoured Green Tea box	Each pc.			
19	Hit Spray 500ml	Each pc.			
20	Home Scrubber	Each pc.			
21	Jaggery (500 gm)	Each pc.			
22	Lemon Squeezer Big (SS)	Each pc.			
23	Lemon Squeezer Small (SS)	Each pc.			

24	lid wipes Tissues box	Each pc.			
25	Lipton Green tea box (20 dips)	Each pc.			
26	Lock & Key set (Std)	Each pc.			
27	Maxo liquid and machine	Each pc.			
28	Mosquito bat	Each pc.			
29	Mysore Sandal Soap	Each pc.			
30	Napkin towels	Each pc.			
31	Odonil Room fresheners 300ml	Each pc.			
32	Organic Tulasi Lemon Tea	Each pc.			
33	Origami Soft Tissue pack	Each pc.			
34	paper napkin	Each pc.			
35	Pillow covers	Each pc.			
36	Premier Tissue box (100 Nos)	Each pc.			
37	premier toilet tissue pack (4 rolls)	Each pc.			
38	Rat cake pieces (100 mg)	Each pc.			
39	Rat Pad (big)	Each pc.			
40	Rin soap (250 mg)	Each pc.			
41	Sponge wipes box	Each pc.			
42	Sugar (loose) 1 kg	Each pc.			
43	Sugar cubes box	Each pc.			
44	Table cloth for dining tables	Each pc.			
45	Tea Flask cleaning brush	Each pc.			
46	Via Columbia coffee powder (12 Sticks)	Each pc.			
47	Vim Liquid 250ml	Each pc.			
48	water glasses (set of 6)	Each pc.			
49	Towel Big 90cm	Each pc.			

50	Tetley green Tea box	Each pc.			
51	tea cup saucer set (Std)	Each pc.			
52	Tea strainer (SS)	Each pc.			
53	others	As and when new inventory is added to the existing stationary and general items, indent may be placed for new items on need basis. This is to be decided on mutual agreed terms and conditions between vendor & CTD			

NOTE:

- (A) Price quoted shall be inclusive of all taxes as applicable including GST.
 (B) There will be no –negotiations on the rate quoted in the bid.

Annexure-III**Location where Stationary & General Items are to be supplied**

Sl.No.	Name of the Office	Address	Contact No.
1	Office of the Commissioner of Commercial Taxes	D.No: 5-4-399/404, 2 nd Floor, MJ Road, Nampally, Hyderabad, Hyderabad District - 500 001	Ext 218

END OF DOCUMENT