



**F.No. 07-06/GA/2016-FSSAI**

**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**3RD FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002.**

Dated, the 10<sup>th</sup> July, 2020

**TENDER NOTICE**

**INVITING BIDS FOR DISPOSAL/AUCTION OF OLD OBSOLETE OFFICE**  
**EQUIPMENT, FURNITURE ITEMS, MS STEEL PIPES ETC.**  
**ON AS IS WHERE IS BASIS**

Food Safety and Standards Authority of India (FSSAI) invites sealed Tenders from scrap dealers for disposal/auction of old condemned, obsolete office equipment, furniture and old MS pipes of Cooling Towers of Central Air-conditioning system etc on as is where is basis in compliance of terms and conditions stipulated in the Tender document (List of items at Annexure-5).

02. The Tender document is available on the FSSAI website and on CPP Portal. The duly filled in Tender Document with relevant supporting documents may be submitted on or before 27<sup>th</sup> **July, 2020 by 1100hrs** addressed to Asstt Director (GA), FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi 110002 along with Demand Draft/Pay Order for Rs.27,500/- (Rupees Twenty Seven Thousand Five Hundred Only) (Non-bearing interest) as Earnest Money Deposit (EMD). The Demand Draft / Pay order towards EMD should be in favour of Senior Accounts Officer, FSSAI, payable at New Delhi.

Tender document (non-transferable) containing detailed specifications, terms & conditions can be obtained from GA Division free of cost. Alternatively, the Tender document can be downloaded from FSSAI *website: [www.fssai.gov.in](http://www.fssai.gov.in). and or through CPP Portal [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app).*

**Address for communication:** Asstt Dir (GA), Food Safety and Standards Authority of India (FSSAI), 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

Assistant Director (GA)  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



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1. This TENDER is divided into five Parts as follows:
  - (a) **Part I** – Contains General Information and Instructions for the Bidders about the TENDER such as the time, place of submission and opening of Tenders, Validity period of Tenders, etc.
  - (b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** – Contains Standard Conditions of TENDER.
  - (d) **Part IV** – Contains Special Conditions applicable to this TENDER and which will also form part of the contract with the successful Bidder.
  - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
2. This Tender is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the Tender , should it become necessary or considered appropriate at any stage without assigning any reason there-for.

**PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids** : On 27<sup>th</sup> July, 2020 by 1100 hrs.

The sealed Bids, both Technical and Commercial should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids**. Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at 3<sup>rd</sup> Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 or sent by post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents.

3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date / time will be opened at **1200 hrs on 27<sup>th</sup> July, 2020**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI through uploading of such information on the website. **Location of the Tender Box:** 3<sup>rd</sup> Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 as mentioned above.

4. **Place for Opening of Bids.** Bids will be opened in the 3<sup>rd</sup> Floor, Conference Room of FDA Bhavan, Kotla Road, New Delhi-110002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. *Important commercial/technical clauses quoted by Bidders will be read out in the presence of the representatives of all the Bidders.* This event **will not be postponed** due to non-presence of bidder's representative due to any reason. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Commercial/Price Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid will be opened only of those firms whose Technical Bids are found compliant/suitable on evaluation of their technical bid .

5. **Submission of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad, inter-alia, furnishing details like GST Registration Number, PAN Number, ESI/PF Regn numbers (if applicable), Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids:-

(a) Bids against this Tender are required to be submitted, as stated above, under a single-bid system.

(b) Bids are to be submitted in sealed cover along with draft/pay order amount of Earnest Money Deposit.

6. **Clarification of Tender.** Bidders may seek clarifications in writing regarding this Tender document within one week of issue of Tender. FSSAI shall respond in writing to any such request for clarifications and all such clarifications shall be posted on the official website of FSSAI i.e. [www.fssai.gov.in](http://www.fssai.gov.in). **Bidding agencies are advised to physically inspect the proposed scrap/disposable items to get an accurate estimation, prior to submission of their Bids. The inspection may be carried out (i) on 16-7-2020 (between 1100 hrs to 1600 hrs) and (ii) on 20-07-2020 (between 1100 hrs to 1600 hrs). However, in case any bidder wish to make the inspection of items other than the specified dates, he/she may do so after giving prior intimation to the undersigned.**

7. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on further queries/observations of the bidder will be entertained.

8. **Validity of Bids.** The Bids should remain valid for a period of **60 days** from the last date of submission of the Bids.

9. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.27,500/-** (Rupees Twenty Seven Thousand Five Hundred Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest

on or before the 30<sup>th</sup> day after the award of the contract. The EMD of the successful bidder would be returned, without any interest. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the Tender in any respect within the validity period of their Tender.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-Tender correction may invoke summary rejection with forfeiture of EMD. Conditional Tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

**Introduction.** FSSAI, a statutory body functioning under Min of Health & Family Welfare intends to dispose-of old unserviceable furniture items, office equipment, MS pipes etc through an experienced, well established and having been doing the core business of similar work relating to sale/purchase of scrap/old items etc. The disposal work is required to be done/completed urgently within 10 working days from the date of award of work.

### **1.0 Scope / Description of Work**

1.1 As stated above, FSSAI intends to dispose of old wooden , steel furniture items, office equipment, old rusted MS (iron) based pipes of different sizes of chillers’ and cooling towers of Central Air conditioning System on priority basis. Item-wise specifications/details are given at Annexure-5 for reference and quoting of rates against each item. The items are lying on 2<sup>nd</sup> floor and terrace floor of MMU Building and Pipes are lying in FDA Bhawan premises. All the items are on “as is where is basis”. The selected bidding agency will be required to deposit the entire quoted amount within 5 days time.

### **2. Eligibility Criteria :**

To be eligible to participate in the said Tender enquiry, the Tenderer must fulfill the following : -

2.1 The Bidder must be Indian firm/agency/company/scrap dealer and should have an established permanent setup in Delhi/New Delhi in existence of minimum two years preceding to the date of this Tender document. (submit profile/details indicating location/office address with proof).

2.2 Bidder must be registered for Income tax/possession of PAN and GST. (Attach supporting documents viz copies of Registrations).

2.3 The person signing the Tender document on behalf of the agency, shall attach with the Tender a proper Power of Attorney, duly executed, stating that he has the authority to bind the agency in all the matters pertaining to the contract, including the arbitration clause.

2.4 The bidding agency and its associated subsidiaries should not have been blacklisted by any agency or involved in any pending government investigation directly for corruption or unfair trade practices etc.

### **Part-III**

**Standard condition of Tender** - May be referred for standard terms of Tender.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the tender document mentioned below which will automatically be considered as part of the Contract/Work order concluded with the successful Bidder (i.e. contractor/contractor in the contract), as selected by the FSSAI . Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The law of land would be applicable for all matters concerning this contract.
2. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement, or question arising out of or relating to the job, which cannot be settled amicably, may be resolved through arbitration. Appointment of Arbitrator shall be made by mutual consent, failing which the relevant law of arbitration in India would be applicable.
3. **Termination of Contract:** The FSSAI shall have the right to terminate this Contract in part or in full in any of the following cases:-
  - (a) The pickup/lifting of the material or required works and services is/are delayed for causes not attributable to Force Majeure for more than the prescribed time limit of 10 days from the date of selection of the bidding agency.
  - (b) The Contractor is declared bankrupt or becomes insolvent and thus unable to make payment for the quoted amount.
  - (c) As per decision of the Arbitration Tribunal.
  - (d) Non-compliance of applicable statutory obligations, as per law of land by contractor/selected firm.
4. **Notices:** Any notice required or permitted by the contract shall be written in the Hindi or English languages and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail/e-mail, addressed to the last known address of the party to whom it is sent.
5. **Transfer and Sub-letting:** The *Contractor* has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

#### 10. **Taxes and Duties**

**Applicable tax viz GST etc, if applicable will be paid extra over the quoted prices.** All bidders are to adhere to the existing GST provisions and any other tax related to law of land.

## **Part IV – Special Conditions of Tender**

The Bidders are required to give confirmation of their acceptance of Special Conditions of the Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the FSSAI. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** No performance guarantee is required to be paid.

2. **Terms of Payment**

The payment to FSSAI by the selected bidder will be made within 5 days from the date of award of work/selection communicated. The payment will be made in favour of “Sr Accounts Officer, FSSAI in the form of Bank Draft/Pay Order/Direct Bank Transfer.

3. **Force Majeure clause**

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results due to Force Majeure like Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. If the impossibility of complete or partial performance of an obligation lasts for more than the prescribed time frame of the exhibition, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

8. **Penalty Clause**

The selected agency would be required to collect all the items after making payment to FSSAI within 10 days and in case of nonpayment or non disposal of items from site, the EMD amount shall be forfeited and in case of non lifting of items within specified period, an amount equivalent to 5% of the total value paid shall be deducted for each day of such delay.

### Other General Conditions/Guidelines

9. (a) Bidders may inspect the items on any working day between 1100 hrs to 1600 hrs before submission of bids.
- (b) All the material/items would be sold to the highest bidder (i.e. the bidder quoted highest amount for the mentioned items in total). No peace meal or part of items selling will be entertained/allowed.
- (c) The handling/disposal of IT related equipments such as printers, fax machines, photocopiers, etc. as per latest guidelines/instructions of Ministry of Environment and Forests and its related agencies shall be the sole responsibility of the bidder(s).
- (d) The Earnest Money Deposit Amount shall be refunded to the selected bidder as the quoted amount for the entire items need to be paid in lumpsum separately and not after adjusting the EMD amount.
- (e) No item once disposed to the successful bidder shall be taken back by this organization on any condition whatsoever.
- (f) The successful bidder (H-1) will be required to lift all the items within 10 days from the disposal site after making payment. On failure to do so FSSAI shall have the right to forfeit the entire amount of bidder and dispose the items to alternate bidder (H-2). The successful bidder and, of their own cost, will also be required to make their own arrangement of transport, labour etc for lifting/pick up of the disposed items.
- (g) The selected bidder will ensure that there is no damage is done to the property of FSSAI or the material site while lifting the disposed items. In case of any damage of any kind viz breakage of wall, road, lights, stair railing etc the cost of such damage shall be payable to FSSAI as calculated.
- (h) The Selected Agency would indemnify FSSAI against any loss of property or life or any kind of accident, fire etc during the execution of the job
- (i) **Each page of the tender should be stamp/signed by the bidding agency** as token of acceptance of the given conditions.
- (j) In compete and unsigned quotation/tender document submitted by the bidder(s) is liable to be rejected.

## **Part V – Evaluation Criteria & Price Bid issues**

### 1. Evaluation Criteria

- (a) Only those Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the Tender Document.
- (b) The bids be supported by documentary proof as mentioned in Part-II above in para 2 of Eligibility Criteria. The rates per unit as per items/qty mentioned in Bid Format and the total cost for the entire work scope as mentioned in Tender document be quoted as per the format attached (Annexure-5) in words and figures both.
- (c) The Bid will be decided upon the total highest price quoted by the particular bidder as per the Performa Annexed to this Tender document.
- (d) 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 will prevail and the total price will be corrected wherever required. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

2. With a view to assist the prospective bidders in formulation of their quotes, the following are enclosed :-

- (a) Bid Format (as per list of items to be disposed) ...Annexure - 5

Assistant Director (General Administration)  
Food Safety and Standards Authority of India



**Tender Form**

**To,**

The Asstt Dir (GA)  
Food Safety and Standard Authority of India  
Ministry of Health & Model/alike Welfare,  
FDA Bhawan, Kotla Road,  
New Delhi-110002

Ref. Your	Tender	No.
_____	_____	dated
_____		

We, the undersigned have examined the above Tender Document, No. \_\_\_\_\_, dated \_\_\_\_\_(if any), for disposal of unserviceable items as per Annexure-5 in conformity with your above referred document.

If our Tender is accepted, we undertake to perform the services as mentioned above.

We agree to keep our Tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the highest or any Tender you may receive against your above-referred Tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government Departments/offices.

Brief of court/legal cases pending, if any, are following:

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendments/corrigendum if any.

(Signature with date)  
(Name and designation) Duly authorised to sign Tender for and on behalf of bidder  
with company seal

**BIDDER'S PROFILE:**

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone: Office – Residence Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	VAT No.	
9.	PAN Number	
10.	<b>STRUCTURE AND ORGANIZATION</b> The applicant is (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation.  (Please attach attested copies of documents of registration / incorporation of your firm)	

I / We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder / Authorized signatory

.....

Name of the Bidder .....

(Seal of the Bidder)

**FINANCIAL STATUS**

**Name of the Bidder**

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<b>Description</b>	<b>Financial Years</b>		
	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

1. Attach the copies of financial statements, duly certified, including for the last three Financial Years as indicated above.
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

Asstt Director (GA),  
FDA Bhawan, 3<sup>rd</sup> floor,  
Kotla Road,  
New Delhi-110002

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend Technical bid opening & Price bid opening and for any other correspondence and communication against above Bid Document:

- 1) Name & Designation \_\_\_\_\_ Signature
- 2) Name & Designation \_\_\_\_\_ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be issued by the bidder in writing & duly signed by a person competent and or having the power of attorney to bind the bidder. Not more than two persons are permitted to attend Technical bid and/or Price bid opening.

**LIST OF DISPOSABLE ITEMS**  
**TO BE USED AS PRICE BID**

**INVITING BIDS FOR DISPOSAL/AUCTION OF OLD OBSOLETE OFFICE**  
**EQUIPMENT, FURNITURE ITEMS, MS STEEL PIPES ETC.**  
**ON AS IS WHERE IS BASIS**

LIST OF ITEMS AVAILABLE AT 2nd & POTA CABIN, MMU BUILDING.				
S NO.	PARTICULARS OF ITEM	TOTAL QUANTITY	RATE (per unit)	TOTAL AMOUNT
<b>FURNITURES ITEMS</b>				
1	SOFA SET(SMALL)	3		
2	PLASTIC CHAIRS	30		
3	CHAIRS OF ASSORTED SIZES	75		
4	WORK STATIONS	41		
5	WORK STATIONS IN POTA CABIN	33		
6	POTA CABIN ON ROOF	1		
<b>WOODEN FURNITURE ITEMS</b>				
7	WOODEN TABLE	23		
8	WOODEN WORKING TABLE	3		
9	SIDE RACK (WOODEN)	23		
10	WOODEN ALMIRAH (FIXED ON WALL)	20		
11	WOODEN CABINET (FIXED ON WALL)	103		
12	BOOK SHELF (WOODEN)	1		
<b>STEEL/METAL FURNITURE ITEMS</b>				
13	COMPACTOR UNITS	4		
14	STEEL ALMIRAH	8		
15	BOOK SHELF (STEEL)	1		
16	CHASTER	1		
17	SLIDING UNIT	23		
18	SERVER RACK (STEEL)	1		
19	CPU TROLLY	26		
20	STAND (SPLIT AC)	3		
<b>ELECTRICAL/ ELECTRONIC/ COMPUTER &amp; MICS. ITEMS</b>				
21	WALL FAN/ CEILING FAN/EXHAUST FAN OF ASSORTED SIZES	35		
22	LAN BOX PANEL	3		
23	UPS (ONE 5KVA ONLINE UPS WITH 14 BATTERIES)	40		
24	LCD PROJECTOR SCREEN	1		
25	EPBAX SYSTEM	1		
26	MORDEM (INTERNAL) 56 K	1		
27	C. D. WRITER (EXTERNAL)	1		

28	SWITCH D-LINK 24 PORT GIGABIT	1		
29	PHOTOSTAT MACHINE	2		
30	CCTV CAMERA WITH DVR SYSTEM ETC	27		
31	STABILIZER	6		
32	AIR CONDITIONERS (WINDOW & SPLIT) OF ASSORTED SIZES	45		
33	ROOM COOLER	1		
<b>OFFICE EQUIPMENT</b>				
34	FILE TROLLY	1		
35	PUNCHING MACHINE	1		
36	SPRIAL BINDING MACHINE	1		
<b>OTHER MICS. ITEMS</b>				
37	WATER DISPENSER	1		
38	FIRE FIGHTING EQUIPMENT	9		
39	FIRE EXTINGUISHER OF ASSORTED SIZES	15		
40	GENSET	1		
41	DIESEL GENSET	1		
42	GRILL COVER WITH TIN FOR GENSET	1		
43	STEEL LADDER	1		
44	300 MM DIA (MIN 6.35 MM THICK) C CLASS PIPE	145.2 Rmt		
45	200 MM DIA (MIN 6.35 MM THICK) C CLASS PIPE	39.6 Rmt		
46	150 MM DIA C CLASS PIPE	9.9 Rmt		
47	BUTTERFLY VALVE (200MM)	14		
48	BUTTERFLY VALVE (100MM)	4		
49	BALANCING VALVE	3		
50	NRV VALVE	3		
51	Y -STAINER	3		
52	PHOTOCOPIER MACHINE (MP 4500 RICOH)	1		
53	PHOTOCOPIER MACHINE (MP 2500, RICOH)	1		

Signature of the Bidder

**CHECKLIST - FOR BIDDERS**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
<b>01.</b>	DD for Rs.27,500/- (Rupees Twenty Seven Thousand Five Hundred Only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
<b>02.</b>	Tender Form : Annexure – 1		
<b>03.</b>	Tender document duly signed and stamped on each page.		
<b>04.</b>	Bidder Profile : Annexure – 2		
<b>05.</b>	Financial Status : Annexure – 3		
<b>06.</b>	Letter of Authority : Annexure – 4		
<b>07.</b>	List of Items to be used as Price-Bid : Annexure – 5		
<b>08.</b>	Power of attorney in favour of Signatory		
<b>09.</b>	Enclosed Xerox copy of PAN Card		
<b>10.</b>	Enclosed Xerox copy of GST Registration Certificate		
<b>11.</b>	Attached the copies of the financial statements, including all related notes and income statement for the last three Financial years i.e. 2016-17, 2017-18 and 2018 –19.		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily. Also the above check list is indicative and bidders must see the eligible criteria mentioned in RFP before submitting bids.

**SIGNATURE OF BIDDER WITH SEAL AND DATE**