



BHARAT HEAVY ELECTRICAL LIMITED
ELECTRICAL MACHINES REPAIR PLANT
MUMBAI

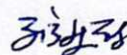
NOTICE INVITING TENDER

NIT No. BHEL/EMRP/HR/19-20/T-04

BHEL, EMRP, Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders who fulfill the qualifying criteria contained in the tender documents :

Name of work	Photocopy and scanning services
Earnest Money	Rs. 12,000.00 in the form of Pay order/D.D. drawn in favour of "BHEL" to be enclosed with techno-commercial bid
Last date & time for issue of tender documents	18.06.2019 up to 1600 hours
Due date & time of bid submission	On or before 20.06.2019 up to 1430 Hrs
Due date & time of bid opening	20.06.2019, 1500 Hrs onward

1. Tender can be down loaded from our website www.bhel.com
2. All subsequent corrigendum/amendment shall be hosted only on website. Hence, bidders are advised to always be in touch with our said website until the tender is finally opened.
3. For detail, refer tender documents.
4. The penalty if any shall be as per clause no. 7.6 of the NIT document.
5. The offers of the bidders who are on the banned list shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
6. MSME/NSIC registered vendor can avail the indented benefits only if they submit proper documents (registration certificate) with due validity as on date of opening of tender.
7. The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.


 04.06.19
 Sr. Manager (HR,Civil&MM)
 Phone no.: 022- 2835 8701

BHARAT HEAVY ELECTRICALS LIMITED, ELECTRICAL MACHINES REPAIR PLANT (BHEL, EMRP) having its Factory and Administrative Block in Plot D-1, MIDC, Andheri (E) Mumbai invites sealed tender in Two Part viz Part A "Techno-Commercial Bid" and Part B "Price Bid" from experienced and competent bidders for entering into a Rate Contract for "Carrying out Photocopy and scanning" for a period of **Two Years**.

1. Scope of work:

The contractor will have to provide one photocopying machine at BHEL EMRP Office along with an Operator. The machine shall be Digital Copier, automatic, with minimum speed of 40 copies per minute. The operation, maintenance of machines, administration and supervision charges, including cost of all consumables and photocopying papers of 75 GSM is within the scope of the contractor.

The scope of work shall also include minimum payment to the contractor for 16000 copies of A4 size per month. Beyond this and for rest of the size of photocopy / scan the payment shall be made at actual at finalized rates. BHEL work only shall be permitted to be carried out at BHEL office.

Our Office timing is from 0800 Hrs to 1630 Hrs on all week days. However, the service if required on any Holiday should also be provided by the contractor. Working space and required electricity shall be supplied free of cost at nearest location of machine.

The operator shall be issued I-Card for entering in BHEL's premises that will carry a one time issuance fee of Rs.125/-. Any loss of this card shall carry a fine of Rs.125/-. Also the Canteen facility will be extended to the operator for breakfast, lunch and tea on chargeable basis @ Rs. 150/- per month.

Quantum of work shall be registered by way of requisition slip / register provided by BHEL. Work given should be completed promptly and to be duly signed by the Executive / representative of BHEL. Maintenance of this record updated on daily basis is the responsibility of the operator and will form the basis of work certification on periodical basis.

2. Prequalification Criteria:

2.1 Bidders should have experience of successfully completed such or similar job with any of the reputed and accredited establishment during last 7 years ending on 31.05.2019 for either of the following values : -

2.1.1 Three jobs each valuing not less than an amount equal to Rs. 2.40 Lacs.

OR

2.1.2 Two jobs each valuing not less than an amount equal to Rs. 3.00 Lacs.

OR

2.1.3 One job valuing not less than an amount equal to Rs. 4.80 Lacs.

2.2 The bidder should have an average annual financial turnover of Rs. 2.00 Lacs during last three financial years ending 31.03.2018 i.e. average of financial year 2015-16, 2016-17 and 2017-18.

Note:

- i) Above mentioned criteria should be met by the bidder himself OR his principals and not by any associate bidder.
- ii) Necessary documents like Work Orders with satisfactory completion certificates and Audited Balance Sheet with P/L Account etc. duly certified by chartered accountant as may be applicable are required to be submitted in fulfillment of above criteria.

3. Pre-bid Meeting shall be held in office of Sr. Manager (HR, Civil & MM) at 02:00 PM on 14/06/2019 for techno-commercial clarifications if any.

4. Earnest Money:

The bidders have to submit interest free Earnest Money of Rs. 12,000.00 along with the Techno-commercial Bid in the form of Demand Draft / Pay Order drawn Bankers Cheque in favour of "BHEL". The same can also be deposited through EFT for which our Bank Details are enclosed. Tenders received without Earnest Money in full or not in the manner prescribed above will not be considered.

4.1.1 EMD of successful tenderer will be retained as part of Security Deposit.

4.1.2 EMD of all unsuccessful tenderer, shall be refunded normally within 15 days of award of work.

4.1.3 EMD by the tenderer will be forfeited as per NIT conditions, if:

- After opening the tender and within the offer validity period of 90 days, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.

- The contractor fails to deposit the required Security Deposit or commence the work within the period as per LOI/Contract.

4.1.4 EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers / contractors" and forfeited/released based on the action as determined under these guidelines.

5. PROCEDURE FOR SUBMISSION OF BIDS.

Vendors shall submit their sealed offers in Two Part Bid system i.e. Part "A" Techno -Commercial Bid and Part "B" Price Bid. The Techno-Commercial Bid Part "A" and the Price Bid (Part "B") shall be kept in separate Envelops. Both these envelop duly sealed and marked with envelop no., NIT No. with due date and subject should be kept in a large cover by marking as Envelop 3 with all aforesaid details on top of the cover.

On opening of this large cover of the bidder, the techno-commercial bid (Part "A") shall be opened on due date.

The Bid is required to be submitted in tender box at **BHEL EMRP, Plot No. D-1, MIDC, ANDHERI (E), MUMBAI 400093** on or before due date and time.

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Part "A" Techno-Commercial Bid:

The following documents duly signed and stamped are to be submitted along with Techno- commercial bid –

1. No Deviation Certificate as per Annexure "A".
2. Certificate for over writing / Erasures / Corrections as per Annexure "B".
3. Declaration by the bidder as per Annexure "C".
4. Check List duly filled in as per Annexure "D".
5. Earnest money deposit in the form of pay order/Demand Draft/RTGS/NEFT. (Bank Details are enclosed separately).
6. An attested copy of the Power of Attorney, in case an individual other than the sole Proprietor / Director / Partner signs the tender.
7. Copy of PAN Number
8. Copy of GST Registration Certificate.
9. Documents in support of type of firm.
10. **Copy of Un-priced Price Bid duly marked as "QUOTED" against all the items with conditions if any.**

Part "B" Price Bid:

Bidder shall submit price bid in a separate sealed cover duly filled in as per Price Schedule enclosed with the NIT.

6. GENERAL TERMS AND CONDITIONS

- 6.1 BHEL reserves the right to accept or reject any of the bid / all the bids or cancel or withdraw the invitation of tender without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action by BHEL.
- 6.2 Any variance observed in Un-priced "Price Bid" duly submitted along with the Part "A" Techno-commercial Bid and Part "B" Price Bid duly filled in, then details furnished in Techno-commercial Bid shall only be valid and binding on the bidder. No subsequent deviation on this account shall be acceptable in Price Bid.
- 6.3 Bids will be opened in front of the bidders or their authorized representative who wish to be present on due date.
- 6.4 Offer should be submitted strictly as per above procedure. Any deviation in above mentioned terms and condition or conditional offer shall be treated as invalid and may be rejected summarily and price bid of such bidder shall not be opened.
- 6.5 Price bid of only those bidders shall be opened who qualifies in Part "A" Techno-commercial bid with due intimation to them by Email/Fax/Telephone.
- 6.6 To decide the successful bidder, the price bid evaluation criterion vide clause no. 7.8 below will be followed.
- 6.7 Corrections/Erasures/Overwriting, should be avoided. If any of the thing happens, the same should be certified by the bidder's authorized signatory in the enclosed format.

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- 6.8** The company reserves the right to terminate the contract at any time without assigning any reason thereof by giving 30 days notice of their intention to do so in writing to the contractor for which he shall not be entitled to any compensation by reason of such termination.
- 6.9** The operator coming for execution of job shall be liable to Security checks by our security staff.
- 6.10 Arbitration:** In case of dispute, steps shall be taken by the parties to settle the same through negotiations. In case dispute is not settled in negotiation, it shall be referred to a Conciliation appointed by BHEL. In case dispute is not settled in conciliation proceedings too, the same shall be referred to sole arbitration of General Manager of the Department/Executive Director of the unit or any person nominated by any of them as per corporate Guidelines of BHEL and the arbitration proceedings shall be taken out as per provisions of the Arbitration and Conciliation Act 1996 as amended read with BHEL's Corporate guidelines in force. The place of arbitration shall be at Mumbai only. The Civil Courts at Mumbai shall have jurisdiction to entertain the cases arising out of the arbitration proceedings
- 6.11** BHEL reserve its right to terminate the contract forthwith upon or at any time after happening of any of the following events, namely;
- Insolvency of the party
 - The dissolution of the partnership firm or the death of any partner adjudication as insolvent of any partner or all of them or
 - The liquidation, Whether voluntary or otherwise or the passing of an effective resolution or winding up, if you are a company or a corporate society.
 - If any attachment, is levied and continue to be levied for a period of 7 days upon your effects or any individual partner for the time being, of your firm or any member of your co-operative society.
 - If any partner of your firm or any member of your co-operative society shall be convicted of any criminal offence.
 - If you, either by yourself or by your servants commit or suffer to be committed any act which in the opinion of the company found against the established rules and regulations then the company reserves its right to cancel the contract and the decision so conveyed by the said authority need not cite or give any reasons for such decisions.
- 6.12 Offer Validity:** The offer should be valid for a period of 90 days from the date of opening of (Part-A) techno-commercial bid.
- 6.13 REJECTION OF BID DUE TO UNSATISFACTORY PERFORMANCE IN PAST** - The bid of the contractor may be rejected due to unsatisfactory performance in the past at any of the BHEL units.
- 7 COMMERCIAL TERMS AND CONDITIONS:**
- 7.1 Price:** Price should be quoted as per the price schedule (refer Annexure " P") and the same shall be inclusive of all cost of material, labour, transportation, etc. The GST is to be indicated separately against each item in the price format and the same shall be paid at actual as may be applicable.

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- 7.2 Taxes & Duties:** The price should be quoted by indicating applicable GST against each item separately in Price Bid format. However if any new taxes & duties are introduced or any variation occurred in existing rate of GST subsequent to bid submission and during the currency of the contract including its extension if any, the same shall be reimbursed at actual against documentary evidence of remittance by the contractor. In case the completion schedule is extended for the reasons attributable to the contractor, no such variation shall be admissible.

Successful contractor has to file their GST return by the statutory date. In case, any Services/purchase of BHEL is not appearing in the return of the vendor and/or if any loss incurred by BHEL due to non-compliance / delay in compliance by the contractor as per GST Act, BHEL reserves the right to recover the money including interest penalty if any or retain payment of the contractor till all compliances are made. Copy of returns to be submitted along with the statement showing inclusion of BHEL payment with subsequent monthly bills.

- 7.3 TDS:** TDS as per prescribed rates will be deducted at the sources while making the payment and certificate will be issue at the end of the financial year

7.4 Security Deposit:

Security Deposit means the security provided by the contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 2.50% of the contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit.

- 7.4.1 Modes of deposit of Security Money:** The required amount of SD after adjustment of EMD can be deposited in either of the following forms –

- Local cheques of scheduled banks/Pay Order/DD duly drawn in favour of **BHEL** subject to realization or through EFT.
- Bank Guarantee from scheduled banks on duly approved format.
- Fixed Deposit Receipt issued by Scheduled banks. (FDR should be in the name of the contractor a/c BHEL).
- Securities available from Indian Post Office such as National Savings Certificates, Kisan Vikas PATras etc. eld in the name of the contractor and should be duly endorsed/hypothecated/pledged in favour of BHEL.

(Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of the documents or in any matter connected therewith).

7.4.2 Collection and Refund of Security Money :

- At least 50% of the required Security Deposit (SD) including EMD should be deposited before start of work. Balance money of SD shall be collected by deducting 10% of the gross amount progressively from each of the running bills till total amount of required SD is collected.
- If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional SD shall be immediately deposited by the contractor or recovered from payments due to the contractor.
- BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract

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as per terms and conditions of contract. BHEL reserves the right to set off the Security Deposit, against any claims of any other contracts with BHEL.

- **Security Deposit shall be released to the contractor upon fulfilment of contractual obligations as per terms of the contract.**
- The Security Deposit shall not carry any interest.

7.5 Price Variation clause: Price quoted shall remain firm and effective till completion of contract and its extension thereof if any. The quantity indicated in Price Schedule may increase or decrease depending upon the requirement. In such situation, the charges on account of increase or decrease in quantity shall be effected as per agreed rates.

7.6 Duration of Contract: The contract shall be valid for a period of two years from the date as indicated in LOI/Work Order.

7.7 Quality of Delivery and Security: Good and legible copies to be obtained without any defect. For illegible copies no charges will be paid. Safety and secrecy of documents given for photocopying is to be ensured by successful party.

7.8 Penalty

- a. The contractor shall be liable to provide uninterrupted service by deploying operator and maintaining machine in good working condition along with required stationery/consumables etc.
- b) In case of absence of operator or for want of any other reason, if the operation not happen on any day, a penalty @ Rs. 500.00 per day shall be recovered from the due payment.
- c) The total penalty amount shall not exceed 10% of the contract value. However in case the total penalty amount exceeds the said permissible limit then BHEL reserves the right to cancel the contract and forfeit the Security Deposit.
- d) BHEL also reserves the right to cancel the contract after issue of three warning letters and initiate suitable action as deem fit for debarring the business dealings with BHEL. In such an event no damages or compensation will be payable to the contractor.

7.9 Payment Terms:

- a) **No advance payment shall be made under any circumstances.**
- b) Bills complete with necessary documents for the calendar month should be submitted by 10th date of next month and the payment to the contractor shall be released normally within 30 days from the date of submission of bill. The on line return duly filed by contractor in respect of GST should be visible on GSTN Portal.
- c) Necessary deductions towards Income Tax and any other tax or levies applicable and recoveries towards penalty and LD, if applicable shall be effected from due payment. Relevant Certificates shall be issued to the contractor as deem fit.
- d) All the payments due to the Contractor will be made through Electronic Fund Transfer(EFT). For availing EFT facility, the contractor shall be required to submit their Bank Account Details in desired format.
- e) **Any deviation in payment terms shall not be accepted.**

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- f) In case of any deviation to the payment terms mentioned above, loading shall be done on basic price with the PLR (Prime Lending Rate) of SBI + 6 % for the period of relaxation sought by the bidder (PLR shall be considered from the date of technical bid opening).

7.10 Bid Evaluation Criteria: Evaluation of the offer will be strictly based on information submitted by the bidder. In view of this, the bidder is requested to go through the tender documents carefully and furnish all details clearly. Missing information may not be asked by BHEL.

Prices quoted against different items of work of price schedules shall be combined to arrive at the total price. **In case of any item not quoted, the highest quoted rate for that item amongst all bidders will be taken for the purpose of evaluation and the lowest quoted rate for that item amongst all bidders will be taken for award.**

Total price (Landed Cost to BHEL) inclusive of taxes shall be compared for the purpose of arriving at L-1.

Work is indivisible in nature and shall be awarded to a single party.

7.11 INSURANCE:

- 7.11.1 It shall be the sole responsibility of the contractor to obtain transit insurance for envisaged scope of supply and get insured the property, materials, machineries, tools & tackles etc. belonging to him.
- 7.11.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant rules and to pay compensation, if any, to them as per Workmen's Compensation Act. Proof of payment may be called for whenever required.
- 7.11.3 If due to contractor's carelessness, negligence and / or non-observance of safety and other precautions, any accident / injury occurs to other persons / public, damage to BHEL's / its customer's property and/or personnel occurs, and if BHEL is unable to recover in full its claim from the Insurance Company, the deficit will be recovered from the contractor. The contractor shall be responsible for necessary compensation and other expenses in full, if so decided by the appropriate authority.

7.12 Risk Purchase: in case contractor fails to adhere to the agreed schedule for completion of job or fails to comply with the terms & conditions of the contract, BHEL reserves the right to source such remaining work from any other agency at the risk and cost of the contractor. The cost of such work along with 25% over head charges shall be recovered from the bills pending from any other unit of BHEL. In event of no amount being out standing from BHEL, the contractor shall be liable to pay to BHEL the above amount immediately on demand. The decision regarding applying risk and purchase clause from BHEL shall be final and binding.

7.13 FORCE MAJEURE:

- a) The following shall amount to force majeure conditions: Acts of God, act of any Government, War, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake and epidemic and other similar causes over which the Contractor has no control.

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- b) If the Contractor suffers delay in the execution of the Contract, due to delay caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of the delay, provided the Contractor immediately reports to BHEL in writing the causes for the delay. The Contractor shall not be eligible for any compensation on account of any extension in time of completion given to Contractor due to force majeure conditions.

7.14 LAW GOVERNING THE CONTRACT AND COURT OF JURISDICTION' -

The contract shall be governed by the law for the time being in force in the Republic of India. The Civil Court at Mumbai shall alone have exclusive jurisdiction in regard to all claims in respect of this Contract.

8 SPECIAL TERMS & CONDITIONS

- 8.1 The Contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents at site both to persons and property of BHEL. BHEL shall not be responsible for any cost & consequences resulting from non-compliance of safety measures. Contractor shall indemnify the BHEL against any such dereliction / penal action.
- 8.2 The contractor shall be responsible for and pay for the expenses for providing medical treatment to their workmen who may suffer body injuries/ loss of life during the course of their work, while carrying their contractual obligations as a result of any accident within the company premise. Any loss to company property arising out of accidents occurring due to contractors or his employee negligence shall be recovered from contractor.
- 8.3 The contractor shall not be authorized to sub-let the services. In case it is found that the services are further sub-letted, then, the contract will be terminated immediately.
- 8.4 The Contractor shall be solely responsible to comply with all statutory rules and regulations prevailing for carrying out activities under scope of work and absolve BHEL for any legal action taken by the Statutory Authority for non-compliance of the same.
- 8.5 On placement of order, the contractor shall execute a contract agreement on Non Judicial Stamp Paper of appropriate value.
- 8.7 "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable."

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Annexure "A"

Certificate of No Deviation

This is to certify that I/we have read and understood the terms and conditions mentioned in the NIT Ref no.: - BHEL/EMRP/HR/19-20/T-04 dtd. 04/06/2019 and I/we hereby agree to all terms and conditions without any deviations. I/we have submitted the price bid in sealed condition. I/we have quoted for all items mentioned in price bid.

Authorized signatory of Bidder with seal

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ANNEXURE – “B”

Certificate for Over Writing /Erasures/Corrections

(Please do not sign this certificate if there is no Overwriting/Erasures/Corrections)

Corrections / Overwriting / Erasures in the tender enquiry No. BHEL/EMRP/HR/19-20/T-04 dtd. 04/06/2019 has been noted and the same is endorsed and signed by me.

Authorized signatory of Bidder with seal

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ANNEXURE "C"
DECLARATION BY THE BIDDER

I, -----, aged-----Yrs., S/o -----
-----,
residing at -----

Hereby declare as follows:

- (i) That my nationality is _____.
- (ii) That I am a major and eligible to enter into contract / my firm / my company is Competent to enter into an agreement.
- (iii) I shall employ only such personnel who have not been found unfit for employment in Organizations such as Central / state / Public undertaking by the Police Authorities.
- (iv) I shall not employ persons against whom Criminal cases are pending or under investigation.
- (v) I shall also not employ persons found guilty of offences involving moral turpitude for executing work in BHEL contracts.
- (vi) That there are no Criminal cases pending or under investigation against me or my firm or company.
- (vii) I have not been found guilty of offences involving moral turpitude nor any of the company directors / partners of my firm have been found guilty of offences involving moral turpitude.
- (viii) Neither myself nor my firm/company has been declared insolvent in the past.
- (ix) I have taken due care and efforts to furnish only information which are true in the tender document.
- (x) I shall employ labours who are more than 18 years of age and having sound physical and mental health.
- (xi) I shall keep Photograph / identity proof / residential proof of the labourers to be employed against this tender and arrange for police verification(if demanded by BHEL).
- (xii) I will comply with all applicable Labour Laws and Statutory Regulations as mentioned in the tender.
- (xiii) I have taken cost of compliance of applicable Labour Laws and Statutory Regulations mentioned in the NIT and price bid before quoting my price bid.

Authorized signatory of Bidder with seal

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ANNEXURE – "D"

CHECKLIST OF ESSENTIAL CRITERIA FOR TECHNO – COMMERCIAL ACCEPTANCE OF BID			
01.	No deviation certificate on bidder's letter head as per Annexure – "A"		Enclosed / Not enclosed
02.	Certificate for Over Writing / Erasures / Corrections on bidder's letter head as per Annexure – "B".		Enclosed / Not enclosed
03.	Declaration as per Annexure – "C"		Enclosed / Not enclosed
04.	Whether the firm is a registered establishment		Yes / No
	If Yes, (i) Particulars of the Certificate and the name of the Issuing Authority (Copy of the certificate to be enclosed)		Enclosed / Not enclosed
06.	Is the Firm registered under PF and ESIC Act., If Yes , Xerox Copy should be enclosed.		Yes / No
	If No , Have you covered your employees under Insurance Scheme as per NIT. (Xerox Copy should be enclosed)		Yes / No
07.	Type of Firm (please tick & fill the details)		
Sl. No.	Type	Name & Address of Firm	Income Tax PAN
i)	Proprietary		
ii)	Partnership		
iii)	Company		
iv)	Others		
	Contact details of Bidder	Email id: Phone/ Mobile No:	
08.	GST Registration No. (Copy to be enclosed)		Yes / No
09.	Experience detail. Please enclose copies of work order. Additional sheets may be used if required.		
	Name of Organization to whom services are provided (May use extra page to give details)	Value	Year

Authorized signatory of Bidder with seal

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