



BID DOCUMENT

Open Tender in two Bid System for

Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act, 1957 and preferably also with IBBI, for Business Assets Valuation of HALCON.

HALCON

(Air & Sea Cargo Complex)

A Joint Working Group of HAL & HALCON

Vill Janori, Tal Dindori, Dist Nashik

Maharashtra – 422 206

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TENDER NOTICE

1. Competitive quote is invited for the below mentioned works from established, experienced and reliable firms/tenderers, etc
2. The Bid document can be obtained from O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422206 and can be downloaded from the website www.eprocure.gov.in and submit the bid at the time of submission of the bid document.
3. Complete bid papers duly accompanied with stipulated documents may be opened in presence of the bidders or their authorised representatives (Technical & Financial bid) as per date and time mentioned below

Tender No.	HALCON/Tender/Business Valuation/ 2022/02
Name of Work	Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act, 1957 and preferably also with IBBI, for Business Assets Valuation of HALCON.
Estimated Value	Rs.60,311 (Including GST)
Completion Period	10 days from the date of appointment
Earnest Money Deposit	Bid Security Declaration to be submitted as per annexure II
Performance Security Deposit	3% of the quoted value of the work
Date of sale of Tender	23.06.2022 (14:00 hrs) to 13.07.2022 (upto 15:00 hrs)
Date & Time of submission of Tender	13.07.2022 upto 15:30 hrs
Date & Time of Opening of Tender.	13.07.2022 at 16:00 hrs.

4. This Notice Inviting Tender is also available at www.eprocure.gov.in
5. Any downloading from the website is at the sole risk & responsibility of the user.
6. Corrigendum/Addendum to this Tender, if any, will be published on website www.eprocure.gov.in only. Newspaper press advertisement shall not be issued for the same. The corrigendum, if any will form integral part of the tender document.
7. Bid Document/sets shall be provided free of cost to all bidders.
8. Bid Security declaration in lieu of EMD to be submitted along with Bid Document.

9. For any difficulty in downloading & submission of tender document, please contact O/o Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206, Ph 09405309883, Email: halconnasik@gmail.com
10. HALCON reserves the right to reject any or all the tenders without assigning any reason thereof.
11. Interested bidders are free to visit the site without any appointment between **11 AM and 5 Pm on any working day** located at HALCON Air & Sea Cargo Complex, Vill Janori, Tal: Dindori, Nashik, Maharashtra 422 206, however should carry valid photo identity card issued by any government authority (eg, Driving License, Aadhar card, etc) along with a request letter in the letter head of the company.

For and on behalf of HALCON

Chief Executive Officer

TENDER FORM

REF:HALCON/Tender/Business Valuation/ 2022/2

Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON

SL	Description	
1	Serial No. Assigned to the Tender Form	
2	Date of Issue	
3	Name of the Applicant to whom Tender Form was issued	
4	Full Address of the applicant	
5	Sealed Tender Forms shall be received upto	15:30 Hrs Dt 13/07/2022
6	Tender will be opened at HALCON, Nashik on	16:00 Hrs Dt 13/07/2022

Office Seal

Full Signature of the Official

Issuing Tender Form

Name in Block Letters-----

Designation -----

Notes / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e., none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the manner required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable to be rejected.

- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief Executive Officer/HALCON, on or before **15:30 hrs on 13/07/2022**

Thanking You

For and on behalf of HALCON

Chief Executive Officer

(On Letter Head of bidder)

Letter for Submission of Tender

Date:

From

To

The Chief Executive Officer

HALCON, Air & Sea Cargo Complex

Vill Janori, Tal Dindori, Dist Nashik

Maharashtra – 422 206

Dear Sir,

Sub: Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON

Ref: HALCON/Tender/Business Valuation/ 2022/2

In response to your Tender no.....dated..... Inviting offers for Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON. I/We a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at.....

[Signature of Tenderer with Seal]

.....hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

- a) I/we agree that this offer shall be valid for a period of Ninety (90) days from the date of opening of the tender.
- b) I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions including General conditions of Contract, corrigendum which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.
- c) I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate)
- d) Further Reference made to the Office Memorandum issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division) Letter No. F.9/4/2020-PPD Dated the 12th November 2020, I am accepting & submitting the Bid Security Declaration as per annexure II.
- e) I/We further agree to sign an Agreement/Bond to abide by the General Conditions and Special Conditions of Contract, corrigendum annexed, additional conditions, specifications, notice/letter inviting tender and instructions to the tenderers and to carry out all works. In the case of acceptance of tender, I/We bind myself/ourselves to execute the contract documents within **07 (Seven) days** after notice that the contract has been awarded to me/us and to commence the work immediately after receipt of orders or by the date as communicated by HALCON, failing which I/We shall have no objection to the forfeiture of the earnest money amount lodged with the HALCON.
- f) The price bid is enclosed in a separate sealed envelope and super scribed as **"Price Bid for Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON"** and placed inside the main envelope.
- g) I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl:

.....

.....

[Signature of Tenderer with Seal]

Section I - Instruction to the Bidders and Experience required.

Engagement of Registered Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON.

1. HALCON is a Joint working Group (Association of person) of Hindustan Aeronautics Limited (HAL) and Container Corporation of India Limited (CONCOR). Currently, 50% shares in HALCON are held by HAL (A PSU under Ministry of Defence) and 50% by CONCOR (A PSU under Ministry of Railways).

Near HAL Airport, Nashik, the JWG has developed an Air & Sea Cargo Complex, bonded warehouse, Centre for Perishable Cargo (CPC), APEDA recognized integrated pack house (IPH), centre for perishables like Mango, Grapes, Pomegranates & Vegetables, and cold storage, screening, with customs EDI connectivity for ACC & ICD. The Integrated Pack House at HALCON is also having Hot Water Immersion Treatment Plants and Mango hot water washing machine as per protocol of EU and USA respectively. The terminal is also been notified for handling International courier vide CBIC notification No. 82/2020 dated 21.08.2020.

The Project cost of for the above facility was funded through 100% of equity. The paid up share capital of the company is Rs. 6.37 Cr and it has also received a grant of Rs.6.27 Cr from APEDA for Integrated Pack House and Centre for perishable cargo for the project.

During the year 2021-22, HALCON achieved turnover of Rs. 3.25 Cr. and handled 26,368 TEUs. Annual Performance of the company for FY 2021-22 is available at Annexure – V for ready reference.

2. For the purpose of its own usage and use by its shareholders i.e. CONCOR & HAL, Management is interested to ascertain the Value of HALCON Business Assets. HALCON may use report of the bidder for specific mentioned purpose, i.e. share it with its shareholders, as it may deem fit & necessary.
3. In this regard, Valuers registered with Chief Commissioner Income tax, under section 34AB of Wealth Tax Act 1957 in Category – I Immovable Property and His Associate Registered Valuer in Category – VII Plant and Machinery are requested to send quotes in the prescribed format (Annexure 'I'). Although it is not mandatory, preferably the valuer may also be registered with Insolvency and Bankruptcy Board of India (IBBI).
4. As Restriction imposed under section – 34AC of Wealth Tax for Body Corporate Entities, are not eligible for the participating in the subject bids.
5. Any person in employment in Private or Government is not eligible under Rule 8A (12) of Wealth Tax Rules,1957. The bidder registered valuer if in employment as a whole time director/director in any Pvt. Ltd. Company is technically disqualified to participate in the bidding process as per Rule – 2(94) of Companies Act,2013 whole time director is considered as an employee of the company.

6. Micro and Small Enterprise Registered with MSME Ministry and NSIC as a valuer are given mandatory preference as per PPP Policy,2012.

7. **All the Bids received shall be opened on the date and time mentioned in tender document. The sequence of opening shall be :**

i) **Pre-qualification Bid/Technical Bid.**

ii) **Financial Bid.**

"Bids Security Declaration" in lieu of EMD to be submitted as per Annexure – II

i. Only HARD COPY of "Pre-Qualification Bids/Technical Bids", in sealed envelope will be opened as per the schedule given in tender document. The Pre-Qualification Bids/ Technical Bid so received will be evaluated as per eligibility criteria laid down in the tender to determine the suitability of all tenderers. "Financial Bids" of only those tenderers, who qualify after consideration of the "Pre-Qualification Bids", will be opened on a subsequent date and time, to be notified to the qualified tenderers.

ii. In case the bidder is working at any one of CONCOR or HAL terminals, his bid should necessarily be accompanied by a satisfactory performance report from that/those terminal/s. In case, his bid is not accompanied with the above mentioned satisfactory performance report, it will not be considered.

iii. This document will be an integral part of the contract. Therefore, prospective bidders are advised to go through the same before filling the tender.

iv. The tenderer has to indemnify HALCON for any losses accrued due to alteration / modification made in the terms and conditions including General Conditions of the tender.

v. If at any stage, change / modification is noticed in the tender document, tenderer will abide by the original terms and conditions including General Conditions of the tender, failing which, HALCON reserves the right to reject the tender and / or terminate the contract.

vi. In this regard, Registered Valuers are requested to send quotes in the prescribed format (Annexure 'I') along-with, Attested copy of Certificate of Registration and Annexure 'III' about confidentiality undertaking.

8. **Eligibility Criteria:**

- a. The Valuers must be registered with Chief Commissioner Income tax, under section 34AB of Wealth Tax Act 1957 in Category – I Immovable Property and His Associate Registered Valuer in Category – VII Plant and Machinery. Although it is not mandatory, preferably the valuer may also be registered with Insolvency and Bankruptcy Board of India (IBBI).
- b. As Restriction is imposed under section – 34AC of Wealth Tax for Body Corporate Entities, are not eligible for the participating in the subject bids.
- c. Any person in employment in Private or Government is not eligible under Rule 8A (12) of Wealth Tax Rules,1957. The bidder/registered valuer if in employment as a whole time director/director in any Pvt. Ltd. Company is technically disqualified to participate in the bidding process as per Rule – 2(94) of Companies Act,2013 whole time director is considered as an employee of the company.

9. **Similar Work Experience:**

- a) The bidder (registered valuer) should have undertaken and completed the Business Assets valuation of at least one (01) Central Autonomous bodies (CAB) / Public Sector Undertakings (PSUs)/ Trusts/ Private Institute/Organization during last three (03) years (i.e., F.Y.2019-20, 2020-21 and 2021-22).

- b) The assignment of similar business assets valuation must have been carried out by valuer using three approaches of valuation i.e. 1) Cost Approach 2) Market Approach and 3) Income Approach.
- c) The similar experience means valuation of land, structure/building and Plant and Machinery.
- d) It is mandatory to submit notarized copy of 1) Engagement Letter 2) Completion Certificate 3) Copy of TDS & or GST documents.

10. Mode of Submission

Bidders are required to submit the complete documents as per guidelines given in para below in a single sealed envelope super scribed as **"Bid Documents for Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON."** The said envelope, duly sealed, should be deposited in the box kept for this purpose in the office of the Chief Executive Officer/HALCON, Air & Sea Cargo Complex, Vill Janori, Tal Dindori, Dist Nashik, Maharashtra – 422 206 on or before **15:30 hrs on 13.07.2022**, or sent by post/courier to reach on or before the said date and time to the aforesaid office.

10.1 The conditional offers shall be summarily rejected .

10.2 Tenders received before the time of opening of tenders but after due date and time of receipt of tenders will be treated as "Delayed Tenders" and will be dealt as per policy on delayed tenders. However, tenders received after the scheduled time of opening of tenders will be treated as "Late Tenders" and will not be opened.

11. **EARNEST MONEY DEPOSIT:**

- a) Each tenderer shall be required to submit "BID SECURITY DECLARATION (Annexure-II) in lieu of EMD" at the time of submission of the bid.
- b) The tender document submitted without "BID SECURITY DECLARATION in lieu of EMD" will be summarily rejected.

12. **"Bid Documents": Bid shall contain all the following documents:**

- i. BID SECURITY DECLARATION(Annexure II)
- ii. Attested Copy of the proof of Registration with Chief Commissioner Income tax, under section 34AB of Wealth Tax Act 1957 in Category – I Immovable Property and His Associate Registered Valuer in Category – VII Plant and Machinery.
- iii. Attested copy registration with Insolvency and Bankruptcy Board of India (IBBI) if available.
- iv. It is mandatory to submit notarized copy of 1) Engagement Letter 2) Completion Certificate 3) Copy of TDS & or GST documents, as proof experience.
- v. Copy of the GST registration certificate in the same name / firm composition in which he is applying for this tender.
- vi. Annexure III- confidentiality under taking on letterhead.
- vii. Affidavit (**Annexure-IV**) duly filled up and signed on stamp paper
- viii. This complete Tender document, comprising all the chapters and Annexures, duly signed and embossed with official seal on each page by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

- ix. **Price Bid given at Annexure-I**, duly filled, signed and embossed with official seal by the tenderer or any such person as is legally authorized to sign on behalf of the tenderer.

13. **SUBMISSION OF PRICE BID (ANNEXURE – I)**

- a) The Bidder must quote the rate as per the format given at Annexure I. The bidder must clearly understand the terms of the tender and nature of work before submitting the quote.
- b) The price bid has to be placed in a separate sealed envelope and super scribed as **"Price Bid for Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON."** and placed inside the main envelope super scribed as **"Bid Documents for Engagement of Valuers Registered with Chief Commissioner Income Tax Department Under Section – 34AB of Wealth Tax Act,1957 and preferably also with IBBI , for Business Assets Valuation of HALCON."**
- c) In case of any mistake or error, the rate must be cut and written again. Overwriting in rates should be avoided. All cuttings, corrections, etc. should be counter signed by the bidder in full. In case of any difference in rates quoted in words and figures, the rate quoted in words will be taken into account. Further, in case the tenderer does not indicate a rate both in words and figures and only indicates in any one (either words or figures), then that rate will be taken into account and his bid will be evaluated accordingly. No clarification on the same shall be sought and HALCON reserves the right of interpretation of the same to its advantage.
- d) In case the bidder has not quoted rates written nil or dash or zero or left blank for a particular activity in the SOR, it will be treated that the bidder is agreeing to carry out that activity free of cost and the same has been considered and the costing has been taken care of in other items of SOR and his bid will be evaluated accordingly.
- e) In all such cases the successful bidder will have to abide by the decision of HALCON and carryout that particular activity at ZERO rate.

14. **VALIDITY OF OFFER**

It shall be understood that the tender document has been issued to the tenderer, and the tenderer is permitted to tender on the clear understanding that, after submission of this tender he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to HALCON within 90 days of the tender opening date, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or tenderer modifying/withdrawing the offer or refusing to accept work order or failing to furnish the requisites, the aforesaid amount shall be liable to be forfeited.

15. **EVALUATION & ACCEPTANCE OF TENDER**

- a. The bids will be taken out from the box at **16:30 hours** of the last date of submission, on the same day/date and venue, in the presence of such tenderers as are present. Bidders may either be present in person or send their duly authorized representative to participate in the tender opening process. If the date of opening of bids is declared a holiday, the bids would be opened on the next working day at the same place and time.
- b. The authority for acceptance/rejection of the tender documents and tendered rates will rest with the Competent Authority of HALCON, who does not bind himself to accept the lowest or any other tender
- c. Acceptance of tendered rates will be communicated by FAX/E-mail/ Express Letter or Formal letter of acceptance of tender. In case where acceptance is indicated by FAX/E-mail, Express Letter or Formal letter of acceptance of tender will be forwarded to the successful bidder as soon as possible, but the acceptance of bid by the Competent Authority will be deemed to conclude the contract and non-compliance of any terms of agreement, including not signing of the agreement, will amount to breach of contract with all attendant legal consequences.
- d. The tender documents submitted by a tenderer shall become the property of HALCON and HALCON shall have no obligation to return the same to the tenderers.
- e. On acceptance of the tender, the name of accredited representative(s) of the tenderer who would be responsible for taking instructions from HALCON shall be communicated to HALCON within three working days.
- f. HALCON shall not give any intimation to the unsuccessful bidders about the fact of the rejection of their tender. HALCON is also not bound to give the reasons for such disqualification.

16. HALCON also reserves the right to:

- a) Overlook any bidder who is in the same line of business and competing with HALCON.
- b) Bypass any bidder debarred by any Government / Semi Government body or PSU
- c) Seek clarifications from the bidders regarding any information and document submitted, Failure to submit the same may render the bid liable for rejection. However the clarifications sought should not change the basic bid submitted by the bidder
- d) Accept or reject any or all of the bids in part or full.
- e) Reject such tender at any stage of execution without any financial liability If the tenderer deliberately gives wrong information or suppresses/conceals any information/facts in his tender to make his bid favorable for acceptance of his tender or creates circumstance for the acceptance of his tender fraudulently,

Any loss suffered by HALCON on this account will be recovered from the successful tenderer. This will be done without prejudice to HALCON's right to seek any other remedy under law.

17. **COMPLETION OF TENDER DOCUMENT**

The tender documents along with all its annexures should be duly signed by the authorised signatory of the bidder, embossed with their official seal and submitted in the HALCON ADDRESS i.e. HALCON (Air & Sea Cargo Complex) A Joint Working Group of HAL & HALCON Vill Janori, Tal Dindori, Dist Nashik Maharashtra – 422 206 on or before the scheduled time and date of submission of tender.

18. **SECURITY DEPOSIT :**

- a) The Contractor shall be required to furnish a Security Deposit of 3% of the quoted value of the work towards successful performance under this contract within 3 days from the date of communication of award of contract in his favour by HALCON. No interest shall be payable by HALCON on the security deposit. Security deposit shall be payable in the form of Bank Demand Draft only, in favour of "HALCON" payable at Nashik. No interest shall be payable by HALCON on the security deposit.
- b) HALCON shall be entitled to appropriate the whole or any part of the security deposit of the contractor in the circumstances hereinafter provided without prejudice to any other remedy or right. HALCON shall be entitled to recover any loss or damage that HALCON may suffer or sustain by reason of the failure of the contractor to observe & in performance of the Terms and Conditions of the contract or any amount that may become due to HALCON under or by reason of the Terms and Conditions of the said contract from the amount of his security deposit.
- c) The security deposit referred to above shall be liable to be forfeited by HALCON in the event of any breach on the part of the contractor of any of the Terms & Conditions of the contract without prejudice to HALCON's right to rescind the contract and other rights and remedies warranted by law.

19. **REFUND OF SECURITY DEPOSIT**

The security deposit shall, subject to any deductions that may be made there from, be returned to the contractor within one calendar months after successful completion of work and on issuance of "No Dues" certificates by the HALCON office. However, if there is a delay, the contractor shall not be entitled to any interest. Any dues arising on account of breach of contract, terms and conditions, excess payment made, dues on account of any other reasons whatsoever will be recovered from security deposit and balance if any will be refunded.

20. **AMENDMENT TO TERMS & CONDITIONS**

HALCON reserves the right to make additions/alterations to and/or amend/alter the terms & conditions of contract at any stage of the contract.

SECTION II- SCOPE OF WORK (VALUATION)

Scope of Work for Registered valuer for the subject business assets valuation assignment is defined as under.

- a. Location for physical verification of assets is: HALCON Air & Sea Cargo Complex, Janori, Taluka Dindori, Nashik, Maharashtra – 422 206.
- b. Fair Market Value of Plant Property and Equipments needs to be arrived as on current date of valuation for internal use by Joint undertaking partners, where assets mentioned in Fixed Assets Register provided by HALCON with all update data and physical verification with assets coding and tagging.
- c. Land is acquired on lease basis from HAL (One of the partner), based on MOU between both the PSU's, where yearly rent is paid by HALCON (JWG), hence it may not be part of valuation scope.
- d. The business asset valuation is required from valuer using three approaches of valuation i.e. 1) Cost Approach 2) Market Approach and 3) Income Approach. Categorically land is obtain on lease and valuation of business assets needs to be carried out using discounted cash flow method or income capitalization method in addition to replacement cost method and market approach in case similar business assets are transacted in vicinity of time and location and other parameters.
- e. Business assets to be valued using income generating capacity i.e. valuation of Business assets using discounted cash flow techniques using income projections provided by HALCON.
- f. Overall assets valuation will be provided by the appointed valuer where in current assets and financial assets are valued as it is stated in the balance sheet of HALCON.
- g. Overall Net assets valuation over liabilities needs to be provided to HALCON depending on their equity contribution.
- h. To arrive at the overall business valuation of HALCON, on basis of appropriate method/approach/technique. The valuation so arrived will be utilised by the JWG for their personal use.
- i. The Valuer/expert agency shall take all necessary steps to ensure confidential handling of all matters/documents pertaining to any information developed or acquired by him from HALCON under terms of this assignment or in performance thereof. In this regard, the expert registered valuer is required to submit an undertaking as per Annexure- III.

SECTION III- GENERAL TERMS AND CONDITIONS

Subject : **ENGAGEMENT OF Registered Valuer FOR VALUATION OF BUSINESS Assets OF HALCON**

1. The payment against the services rendered shall be released, after deduction statutory taxes etc. on successful completion of the assignment and acceptance of the Reports of the agency to the satisfaction of management of HALCON. Any increase/decrease in the scope of work will be at the sole discretion of HALCON.
2. HALCON may without prejudice and assigning any reason terminate the assignment in whole or in part at any time for which the agency shall not have any claim/damages.
3. All documents prepared by the agency in connection with the services provided shall be the property of HALCON. As and when required or upon termination of the assignment, the aforesaid document prepared specifically for this Assignment (including originals) shall be handed over to HALCON
4. Valuation Report of Business of HALCON, should be submitted within 10 (Ten) days from the date of appointment. For any delays, attributable to the appointed expert agency, beyond the scheduled time for completion, the agency shall pay to HALCON liquidated damages equal to an amount worked out at the rate of 1/2% (one half of one percent) of the quoted price for each week of delay or part thereof. However, the total liability of the expert agency under this clause shall not exceed 10% of the total quoted price. Once the maximum is reached, HALCON may consider termination of the contract.
5. The Valuer/expert agency shall take all necessary steps to ensure confidential handling of all matters/documents pertaining to any information developed or acquired by him from HALCON under terms of this assignment or in performance thereof. In this regard, the expert registered valuer is required to submit an undertaking as per Annexure- III.
6. The Valuer/Expert agency shall not prepare articles or photographs for publication or speeches about the work and/or plant, contracts and installation in which HALCON has an interest without prior written consent of HALCON.
7. Valuer/Expert agency shall take necessary steps to ensure that all person employed on any work in connection with this assignment have noticed that the Indian Official Secrets Acts, 1923 (XIX of 1923) applies to them and shall continue to apply even after the completion of such work(s) assigned.
8. The Valuer/expert agency shall indemnify HALCON for any loss or damages incurred by it due to the acts, defaults, breaches done by the expert agency of any of the terms and conditions of this assignment. Any dispute for this assignment will be subject to the jurisdiction of courts in Pimpalgaon, Nashik.

10. PAYMENTS

The payment against the services rendered shall be released, after deduction of statutory taxes etc. on successful completion of the assignment and acceptance of the Reports of the agency to the satisfaction of management of HALCON. Any increase/decrease in the scope of work will be at the sole discretion of HALCON.

In view of the implementation of GST, the Contractor/Tenderer/vendor shall note the following:-

- a) The Contractor/Tenderer/vendor shall register itself with GST authority for discharge of its obligation to pay GST in respect of each taxable supply and shall intimate the registration details to HALCON. In respect of each supply of Goods and Services, Contractor/Tenderer shall specify whether CGST/SGST will be attracted or IGST will be attracted along with rate thereof.
- b) The Contractor/Tenderer/Vendor shall indemnify HALCON, its Committee members, Officers, Employees and associates for any loss it may suffer as a result of the Contractor/Tenderer/vendor not being registered with GST authorities or if registered, for any loss due to non-payment of tax. On request by HALCON, the contractor/Tenderer/Vendor shall produce evidence that it is so registered and paid all the dues in respect of GST. The Contractor/Tenderer/Vendor shall get payment of amount of tax only after the credit thereof is received by HALCON in the electronic credit ledger on GSTN. In case the contractor/tenderer/vendor is unregistered then submit appropriate documents establishing that agency is exempted as per the provisions of GST. Also, in case the agency is registered under Composition Levy Scheme, the same will be duly intimated to HALCON with relevant documents.
- c) Contractor/Tenderer/Vendor shall ensure timely issue of documents such as invoices, declaration forms, reporting, uploading etc. undertaking appropriate statutory compliances as may be applicable, timely payment of GST, and filling of statutory returns within prescribed time lines, to ensure availment and utilization of eligible input tax credits by the HALCON.
- d) In case of any failure on the part of Contractor/Tenderer/Vendor, any interest/penalties/any other amounts, as may be applicable shall be indemnified by Contractor/Tenderer/Vendor to the HALCON.
- e) If as result of Change in Law, Contractor/Tenderer/Vendor, obtains a benefit by way of reduction in costs due to lower tax rates and availability of ITC, Contractor/Tenderer/Vendor may so notify the HALCON and propose amendment to this agreement so as to pass the incremental benefit to HALCON which puts it in the same financial position as it would have occupied had there been no such change in Law resulting in such decreased cost to the Contractor/Tenderer/Vendor.
- f) Any denial of input credit due to any omission or failure on the part of the Contractor/Tenderer/Vendor, the Contractor/Tenderer/Vendor shall indemnify the HALCON for any delay or denial of input tax credit along with the consequential liability, if any, as may accrue to the HALCON.

A claim for the services rendered under this contract shall be made by the contractor to HALCON within three months of such service. If he does not prefer claim within the said period he shall be deemed to have waived his right in respect thereof and shall not be entitled to any payment on account thereof, unless there are any extraordinary reasons for the delay. The Chief Executive Officer of HALCON may consider such cases.

11. PENALTY:

Valuation Report of Business Assets of HALCON, should be submitted within 10 (Ten) working days from the date of appointment. For any delays, attributable to the appointed expert registered valuer/agency, beyond the scheduled time for completion, the registered valuer shall request to HALCON for extension and additional time. In case HALCON failed to give extension for the specific reasons, in that case liquidated damages equal to an amount worked out at the rate of 1/2% (one half of one percent) of the quoted price for each week of delay or part thereof. However, the total liability of the expert registered valuer under this clause shall not exceed 10% of the total quoted price.

12. TERMINATION OF THE CONTRACT:

- i. During the currency of the contract, if the services of the successful tenderer are not found to be satisfactory, HALCON reserves the right to terminate the contract with 7 days prior notice without payment of any compensation or whatsoever.
- ii. Security deposit will be forfeited in case of premature termination of the contract.

13. DEDUCTIONS TOWARDS INCOME TAX, OR OTHER STATUTORY LEVIES AT SOURCE

Deduction of income tax, or any other statutory levy at source will be made from the amount payable to the contractor's bills for the work done in accordance with the provisions of the individual Acts, as amended from time to time or any other statutory provisions and a Certificate of such deductions will be issued to the Contractor.

14. EXIT CLAUSE

HALCON will have the liberty to terminate the contract by giving an advance notice of (7) seven days in case there are strong business reasons for it to do so as determined by its management.

15. FORCE MAJEURE

Notwithstanding anything in this agreement to the contrary neither the HALCON nor the contractor shall be liable or deemed to be in default for any failure or any delay in performance hereunder, if caused by "force majeure" which term shall mean but not be limited to fire, explosion, natural causes like flood, earthquake, civil commotion, strikes epidemic and other acts of God, action of enemies, act of any government or other similar causes beyond the control of the party affected, who shall notify the other party within a reasonable time from the beginning of the operation of said cause and shall thereafter exert all diligence to overcome such cause of delay and resume performance.

16. ARBITRATION

- a. Except where otherwise provided for in the contract, all questions and disputes relating to the meaning of the words, terms, specifications, operations, and instructions, mentioned in this contract and as to the quality of workmanship or performance of Bidder, any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, operating instructions, orders or these conditions; the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof, shall be referred to the sole arbitrator to be appointed as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.

- b. If the Arbitrator, to whom the matter is originally referred, is being transferred or is vacating his office or is unable to act for any reason, the same will be dealt as per detailed guidelines contained in the Arbitration and Conciliation (Amendment) Act, 2015.
- c. Subject as aforesaid, the provisions of the Arbitration and Conciliation (Amendment) Act, 2015, or any statutory modification or re-enactment thereof, and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- d. It is a term of the contract that the party invoking arbitration shall specify the disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each dispute. The Arbitrator may from time to time, with consent of the parties, enlarge the time for making and publishing the award.
- e. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the Bidder shall be withheld on account of such proceedings.
- f. The Arbitrator shall be deemed to have entered on the reference on the date on which he issues notices to both the parties fixing the date of the first hearing.
- g. The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitrator to make the award without any delay.
- h. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- i. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- j. The award of the Arbitrator shall be final, conclusive and binding on all parties to the contract
- k. Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract / arbitration award.

17. SUBLETTING NOT ALLOWED

The contractor shall not sublet, transfer, or assign the contract or any part thereof, without the previous written approval of HALCON. In case the contractor contravenes this condition, HALCON shall be entitled to place the contract elsewhere at the cost and risk of the contractor and all expenses borne on this account shall be recovered from him.

19. DEATH OF THE CONTRACTOR

No alteration by death, resignation, addition or otherwise for or to the contractor or the partners constituting the contractor's firm shall vitiate or affect this contract but the contractor's heir or heirs or partners of the firm for the time being shall be absolutely bound by the terms hereof in the same manner as if he/they had been the sole or original party/parties hereto.

20. NOTICE ETC.

Save as otherwise provided, all notices issued and action to be taken for and on behalf of the HALCON, shall be issued or taken on his behalf by the official, CEO, HALCON, or officer so nominated by the Competent Authority. The contractor shall furnish to CEO, HALCON, the name(s), designation(s) and address(s) of his authorized representative and all complaints, notices communication and references shall be deemed to have been duly served to the Contractor if delivered to him or his authorized representative or left at or posted at the address so given.

21. JURISDICTION

Notwithstanding anything contained elsewhere in this Contract, the Courts at Pimpalgaon, Dist Nashik, Maharashtra, India alone shall have jurisdiction to try and deal with any matter or dispute whatsoever arising out of this Contract.

23. INTERPRETATION OF THE CLAUSE

Doubts, if any, about the interpretation of any of the clauses in this tender, meaning of words, terms, specifications, operations or instructions, or as to the quality of workmanship or performance shall be referred to the Tender Accepting Authority of HALCON, whose decision in the matter shall be final. Similarly, any difficulty in implementing the contract can be resolved by referring the matter to the Tender Accepting Authority, who can amend the HALCON's condition/ clause of contract if required.

For HALCON,

Chief Executive Officer

ALL THE TERMS AND CONDITIONS LISTED ABOVE ALONGWITH THEIR SUB-PARAS IN THIS TENDER DOCUMENT AS WELL AS THOSE MENTIONED IN THE TENDER LETTER HAVE BEEN READ CAREFULLY, HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

Signature of tenderer

Annexure-I

SCHEDULE OF RATES

**The Chief Executive Officer
HALCON, Air & Sea Cargo Complex,
Nashik**

SUB:- Offer for Business Assets Valuation Report of HALCON.

S.No.	Particulars	Total Amount in Rs. (Including GST)
1.	Lumpsum Fee/Charges for providing Business Asset Valuation Report of HALCON. (Including GST @18%)	

We undertake that we are Valuer Registered with Income Tax Department having a valid Registration no..... & Insolvency and Bankruptcy Board of India (IBBI) having a valid Registration no

Duly signed General Terms & Conditions and Confidentiality undertaking, are attached as SECTION III & ANNEXURE 'III', respectively.

Notes:

1. Charges at (1) above should be inclusive of all costs such as communication cost, travelling and other out of pocket expenses etc. No amount other than that quoted above shall be paid for this assignment.
2. The evaluation of the quotes will be at the sole discretion of HALCON and the same can be rejected without assigning any reason.

Date:

Place:

(Name, designation and signature of authorized signatory along with stamp)

ANNEXURE II

AFFIDAVIT (Bid Security Declaration in lieu of EMD)

(To be submitted by bidder on Non-Judicial stamp paper of minimum value of Rs.100/-along with their Tender)

"I/We hereby understand and accept that if I/We withdraw or amends impairs or derogates from the tender in any respect or modify my/our bids during the period of validity, or if I/We are awarded the contract and on being called upon to sign the contract agreement & submit the performance security/ Security Deposit, fail to sign the contract agreement within & fails to submit the performance security/Security Deposit before the deadline defined in the bid document/ Notice Inviting Tender, I/We shall be debarred for a period of 12 (Twelve) months, all tenders for all kinds of procurements viz. Goods, Consultancy, Works, non-consulting Services etc. issued by HALCON published during this period. I/We also know that we shall also be debarred from participating in re-tender for that work".

Signature of Tenderer

Stamp

(On the letter head of the Valuer)

Annexure-III

Expert Services for Valuation of Business Assets of HALCON
CONFIDENTIALITY UNDERTAKING

Date:

HALCON, having office at, HALCON Air & Sea Cargo Complex, Janori, Taluka Dindori, Nashik, Maharashtra – 422 206, is willing to make available to M/s....., Registered Valuer with its office at subject to the terms of this confidentiality undertaking (the undertaking), certain non- public information in respect of HALCON for providing professional and expert services for "Valuation of Business of HALCON".

Any such information and documents received and acknowledged by M/s. in this matter for providing the services related to valuation of business of HALCON, is referred to in this undertaking as the 'information'.

The information will be deemed to be confidential. Unless otherwise agreed to by the company in writing, M/s., Regd. Valuer will hold the information confidential and will not divulge or disclose the information, or make the information available to any person or entity, other than employees & professionals, working on behalf of M/s., Registered Valuer. The information will be shared by the agency on 'need to know' basis & specifically for carrying out the assignment given by HALCON. M/s..... will make appropriate arrangements to ensure that any such individuals will be covered by the provisions of this undertaking. M/s..... will not use the information for any purpose other than for providing Services for valuation of business of HALCON

This undertaking will not apply to any information or material:

- a) Which is in the public domain without any breach of this undertaking.
- b) Which is already in M/s. possession as on the date of this undertaking.

We also undertake that we have not been debarred/blacklisted by and Government/Department/PSU or any other Government authority from carrying out the assignment given to us by HALCON.

This undertaking shall be governed by and construed in accordance with the laws of India.

Signature for and on behalf of

M/s.

Authorized Signatory

Date:

Place:.....(Name, designation and signature of authorized signatory along with stamp

[Signature of Tenderer with Seal]

Annexure-IV

AFFIDAVIT

(FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY TENDERER ALONGWITH THE TENDER DOCUMENTS)

(To be executed in presence of Public Notary on non- judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer.)

I _____ (Name and designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the bid documents for the work of _____ as per the Bid No. _____ of HALCON, do hereby solemnly affirm and State on behalf of the tenderer including its constituents as under:

1. I/ We the bidder (s), am/ are signing this document after carefully reading the contents.
2. I/ We the bidder (s) also accept all the conditions of the tender document and have signed all the pages in confirmation thereof.
3. I/ We hereby declare that I/We have downloaded the bid documents from www.eprocure.gov.in and printed the same. I/We have verified the content of the printed document from the website and there is no addition, no deletion or no alteration to the content of the bid document. In case of any discrepancy noticed at any stage (i.e. evaluation of bids & execution of work) the decision of HALCON with regard to such discrepancies shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
I/We declare that the information and documents submitted along with the bid by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria, submitted by us are found to be forged/ false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides suspending of business for minimum one year. Further, I/We [insert name of the tenderer] and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/ We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time, after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD and Performance Guarantee besides any other action provided in the contract.

VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/ our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

**SEAL AND SIGNATURE OF
THE TENDER**

Place:-

Dated:-

Annexure-V

ANNUAL PERFORMANCE OF FY 2021-2022

Balance Sheet as at 31st March 2022		(Rs in Lakhs)
Particulars	31.03.2022	31.03.2021
<u>ASSETS</u>		
<u>Non-current assets:</u> (a) Property, Plant and Equipment Gross Block	711.30	676.34
Less: Accumulated Depreciation	379.74	356.73
Total non-current assets	331.56	319.61
(b) Capital work in progress	-	-
<u>Current assets</u>		
(ii) Trade receivables	114.96	117.57
(iv) Cash and Cash Equivalents	178.71	158.90
(v) Bank Balances other than Cash and Cash Equivalents	193.59	188.50
(vii) Other Financial Assets	5.39	2.38
(d) Other Currents Assets	15.99	17.00
Total current assets	508.64	484.35
Total Assets	840.20	803.96
<u>EQUITY AND LIABILITIES</u>		
(a) Equity Share capital	637.44	637.44
(b) Other Equity	15.26	8.09
Total equity	652.70	645.53
<u>LIABILITIES</u>		
(c) Other Financial liabilities	180.99	158.36
(d) Current tax liabilities	6.50	0.07
Total current liabilities	187.50	158.43
Total Equity and Liabilities	840.20	803.96

Profit and Loss for the six months period ended 31st March 2021		(Rs in Lakhs)
Particulars	31.03.2022	31.03.2021
<u>Revenue</u> from Operations	304.24	253.91
Other Income	21.58	31.54
Total Income	325.82	285.45
<u>EXPENSES</u>		
Depreciation and Amortization Expense	22.99	22.14
Other Expenses	281.57	233.18
Total Gross Expenses	304.56	255.32
Profit/(Loss) before Exceptional items and Tax	21.26	30.13
Profit/(loss) before tax	21.26	30.13
Current Tax	6.00	22.04
Profit (Loss) for the period from Continuing Operations	-	-
Profit/(loss) for the period	15.26	8.09

Engagement of registered valuer for Business Asset Valuation

HALCON FIXED ASSET REGISTER AS ON 31-03-2022						
Description	Location	Object Qty	Acquisition Date	Acq Val	Acc Dep Val	Net Val
LG Air Conditioner	665	3	2006-12-20	72,000	71,997	3
Telephone cable lying	665	1	2007-02-03	1,13,812	1,13,811	1
Visitors Chairs	610	5	2006-12-30	30,740	30,735	5
Building ICD CARGO	HALCON	1	2006-11-30	4,58,26,963	2,35,64,610	2,22,62,354
Computer Hard Disc	152	7	2006-12-21	2,24,000	2,23,993	7
Fire Fighting Equip	180	10	2006-12-23	47,709	47,699	10
Godrej Refrigerator	665	1	2006-12-09	6,500	6,499	1
Godrej Cash Chest	160	1	2007-01-24	38,450	38,449	1
Water Cooler	665	2	2007-02-15	46,340	46,338	2
Godrej Cash Box	160	6	2007-02-13	23,400	23,394	6
Future & Fings	610	1	2006-12-11	4,43,695	4,43,694	1
Jr.Ex.Chairs	610	32	2006-12-30	73,332	73,300	32
EPBAX Sys	HALCON	1	2007-01-03	97,594	97,593	1
Computer	152	1	2006-09-09	34,850	34,849	1
Weighing machine-5000 kg	96	1	2007-02-28	84,922	84,921	1
Printer	152	8	2006-12-21	66,100	66,092	8
UPS	152	7	2006-12-21	35,000	34,993	7
Panasonic Fax machine	135	1	2006-12-13	7,990	7,989	1
Filter	12	1	2006-09-09	14,500	14,499	1
Telephone Instruments	135	20	2006-12-26	8,864	8,844	20
Weighing machine - 15000 kg	550	1	2007-02-28	39,312	39,311	1
Construction of Integrated Pack House at HALCON	HALCON	1	2010-10-31	67,97,426	26,06,790	41,90,636
CCTV SURVEILLANCE SYSTEM (DFMD,HHMD AT HALCON)	HALCON	1	2010-12-07	6,43,553	6,43,552	1
ENERGY METER BOX	HALCON	1	2007-05-11	4,700	4,699	1
RUBER RING	HALCON	1	2008-02-14	3,960	3,959	1
RUBER RING FITTINGS	HALCON	1	2008-02-23	10,592	4,987	5,605

[Signature of Tenderer with Seal]

fFABRICATION WORK	HALCON	1	2007-11-08	26,656	12,802	13,854
FABRICATION WORK	HALCON	1	2007-11-19	1,94,053	93,324	1,00,729
MODULAR FURNITURE	HALCON	1	2007-06-15	15,30,133	15,30,132	1
COMPUTER LAPTOP	HALCON	1	2008-03-05	39,500	39,499	1
MOBILE INSTRUMENT	HALCON	1	2007-06-05	4,690	4,689	1
CONSULTANCY CHARGES FOR AIR CARGO BUILDING	HALCON	1	2006-11-30	1,07,500	55,263	52,237
HALCON BUILDING CPC	HALCON	1	2008-12-28	26,28,275	11,68,768	14,59,507
ROADS & DRAINS (BUTMINOUS CARPET APPROACH ROAD)	HALCON	1	2008-06-09	1,28,281	1,28,280	1
CABLE LAYING FROM PACKAGE SUBSTATION TO LT PANEL	HALCON	1	2009-08-15	1,76,711	74,687	1,02,024
CONSTRUCTION OF RAMP FOR ICD	HALCON	1	2009-07-07	1,11,715	47,487	64,228
FIXING OF CHAIN LINKED FENCING TO BIFURCATE AIR CARGO & ICD	HALCON	1	2010-02-10	2,31,064	93,782	1,37,282
INSTALLATION OF X-RAY MACHINE	HALCON	1	2010-03-13	43,43,408	43,43,407	1
CONCRETE ROAD	HALCON	1	2010-02-28	2,84,515	2,84,514	1
EX. Chairs	128	4	2006-12-20	12,767	12,763	4
Sofa Set	128	3	2007-01-15	1,05,885	1,05,882	3
Landscape Developing	HALCON	1	2006-12-12	31,560		31,560
ERRECTION & INSTALLATION CHAIN LINKED AND WEID MESH PARTITIONS	HALCON	1	2008-10-15	4,54,777	2,04,802	2,49,975
CENTER TABLE	610	1	2008-03-13	2,200	2,199	1
ROADS AND DRAINS -H	HALCON	1	2008-02-14	1,49,850	1,49,849	1
STEREO BINOCULAR MICROSCOPE WITH COLD LIGHT	HALCON	1	2014-11-03	91,125	91,124	1

SOURCE WITH CAMERA						
HP 400 Computer	HALCON	2	2016-04-13	78,070	78,068	2
EPSON LQ 1310 Printer	HALCON	1	2016-04-13	11,453	11,452	1
STEEL CUPBOARD	HALCON	1	2013-02-06	19,350	17,655	1,695
GODREJ MAKE CHAIR	HALCON	2	2017-10-17	7,622	7,620	2
Contract approach to entrance at CPC and pack house in HALCON	HALCON	1	2018-08-13	16,32,850	5,93,441	10,39,409
DELL OPTIPLEX COMPUTER	HALCON	3	2020-01-31	1,73,460	1,25,423	48,037
BROTHER PRINTER	HALCON	2	2020-01-31	27,140	27,138	2
600 VA UPS	HALCON	3	2020-01-31	8,850	8,847	3
PORTABLE WATER PURIFIER	HALCON	2	2019-06-11	1,46,158	82,012	64,146
LENOVO DESKTOP	HALCON	2	2021-03-09	77,966	77,964	2
SYSKA 200 W LED FLOOD LIGHT	HALCON	20	2022-02-08	1,02,571	1,02,551	20
MESH BACK REVOLVING CHAIR	HALCON	2	2022-03-10	7,695	7,693	2
BWR PLASTIC NEEL KAMAL CHAIR	HALCON	8	2022-02-10	5,492	5,484	8
CONSTRUCTION OF MANGO SHED	HALCON	1	2021-10-31	33,79,874	47,198	33,32,676
				7,11,29,520	3,79,73,396	3,31,56,125