



TENDER DOCUMENTS FOR

**'Non Destructive Testing of Primary Reformer Catalyst tubes of
Ammonia-III plant'**

NIT No.: N-III/Mech-5/Cont-1201/7192 DTD: 20/07/2020

BVFCL, NAMRUP



BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

**AMMONIA-III
MECHANICAL DEPARTMENT**



ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड
Brahmaputra Valley Fertilizer Corporation Limited
(A Government of India Undertaking)
नामरूप/NAMRUP

1.0 DATA OF THE PRIMARY REFORMER CATALYST TUBES:

1.1 Reformer Type	: Tubular, Double Row, Side Fired
1.2 Total no. of Catalyst tubes	: 240
1.3 Year of installation of new tubes	: 2014
1.4 No. of Cells	: 2
1.5 No. of tubes in each cell	: 120
1.6 Outside Dia. of reformer tube	: 127 mm
1.7 Inside Dia. of reformer tube	: 105 mm
1.8 Length of reformer tube	: 12260 mm
1.9 Minimum Thickness	: 11 mm
1.10 Design Tube Skin Temperature	: 850 degree C
1.11 Material of construction	: 25Cr35NiNbTi (Casting)
1.12 Service Period	: 43,000 Hours (approx) till date
1.13 Service conditions of the Primary Reformer Furnace:	
Inlet Pressure—35 Kg/cm ² , Outlet Pressure— 32 Kg/cm ² (g)	
Inlet Temperature – 500 °C , Outlet Temperature – 800 °C	

2.0 SCOPE OF WORK :

- 2.1 Scope of work shall include, but shall not be limited to the following NDT examinations for completion of job of assessment of present condition & residual life analysis of primary reformer catalyst tubes in all respects:
- 2.2 Visual Inspection, Verticality check on 100% of catalyst tube.
- 2.3 Bowing measurement (Verticality check) at maximum bow portion and one point above and below the maximum bow portion on 100% of catalyst tube.
- 2.4 Creep (OD) Measurement from chamber floor to chamber roof at every 1 meter length and Creep Gauge (GO/ No GO) scanning with 2.5% & 3% gauges over the full length of the tubes.
- 2.5 Ultrasonic Inspection up to full height from the furnace floor on 100% of catalyst tube.
- 2.6 Magnetic Permeability/ ferrite measurement at five points over the length of the tubes and one point on the reducer on 10% of catalyst tubes.
- 2.7 Dye Penetrant test on 10% of catalyst tubes.
- 2.8 Metallographic Examination on 5% catalyst tubes.
- 2.9 **Remarks:** Joints & spots for inspection shall be as per instruction of Engineer in charge for the above jobs/ based on the results of Ultrasonic Scanning / previous locations.

3.0 SUBMISSION OF REPORTS:

- 3.1 A site report on the test carried out with interpretation of the results, corrective action required on immediate basis (if any) etc. shall be submitted before the team leaves the site.
- 3.2 Final report with all the inspection data, results & recommendations shall be submitted in triplicate within 15 days of return of the team to their head quarters.
- 3.3 Report shall indicate present condition of tubes, requirement of next inspection based on NDT results.

4.0 CONTRACTOR'S SCOPE:

- 4.1 Mobilization of expert team for execution of specialized Non Destructive Examinations required for completion of work.
- 4.2 Mobilization of all the required NDT instruments, special tools and consumables.
- 4.3 Arrangement PPE and safety gadgets for their personnel as required for execution of the work.
- 4.4 Arrangement of to & fro transportation of the team at BVFCL site, lodging, boarding, local conveyance etc.
- 4.5 Provision of necessary insurance of persons/ instruments.
- 4.6 Arrangement of any other item not specifically mentioned hereinabove or not mentioned anywhere else, but required to complete the entire scope of work, shall be included in contractor's scope.

5.0 BVFCL SCOPE:

- 5.1 All drawings, documents and records pertaining to the Reformer tubes including the previous report, if any, shall be provided.
- 5.2 DM water arrangement for ultrasonic scanning shall be made.
- 5.3 Scaffolding/ work platform as required for execution of work shall be provided.
- 5.4 Water, power, lighting, 24 volt hand lamps required for job shall be provided.
- 5.5 Guest House accommodation to your team will be provided on chargeable basis, subject to availability.
- 5.6 Office space for keeping your instruments shall be provided.
- 5.7 Medical facilities, as available in BVFCL Hospital shall be provided on chargeable basis. However first aid facility will be provided free of cost.

6.0 TIME SCHEDULE/COMPLETION TIME:

- 6.1 The tentative month of commencement of work would be **August-Sept 2020**. Mobilization of Men and Material shall be done within 7 (Seven) days of our intimation by Fax / Telephone / E-mail. However, the mobilization should be done as quickly as possible.
- 6.2 **Time shall be the essence of the contract and all the jobs within the scope of work shall be completed within 10 (Ten) days, including Sundays and holidays, from the date of site clearance.**



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7.0 GENERAL TERMS & CONDITIONS:

7.1 Interested Bidder, after studying all the tender documents carefully, may obtain necessary clarifications, if any, in writing before tendering. Submission of tender implies that the Bidder has obtained all the clarifications required and that he shall be deemed to have apprised himself of all the ground conditions at site including weather conditions. No claim on ground of want of knowledge in this respect will be entertained. No claim for any extra charges consequent upon any misunderstanding or otherwise will be entertained.

7.2 The following tenders will be liable to be summarily rejected:

7.2.1 Tenders submitted by Bidder(s) who resort to canvassing.

7.2.2 Tenders which do not fulfill any of the conditions laid down in the Tender Documents or are incomplete in any respect.

7.2.3 Tenders not accompanied by the required Earnest Money Deposit.

7.2.4 Tenders received late / delayed.

7.3 If the Bidder has relations, whether by blood or otherwise, with any of the employees of BVFCL he must disclose the relations in the Form of Declaration attached failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.

7.4 **QUANTUM OF JOB:** The estimated value of work has been given on the basis of technical assessment and indicates approximate quantities. However, the Contractor shall have to execute any or all the jobs depending upon the requirements of the Plant. The rates shall remain firm for the increased or decreased quantities. However, BVFCL will not give any guarantee for minimum billing or minimum quantum of work during the contract.

7.5 **VALIDITY OF CONTRACT:** Validity of the contract shall be for a period of 12 months reckoned from the date of its award. The job can, therefore, be got done any time during the tenure of the contract.

7.6 **ESCALATION IN RATES:** The rates quoted will remain firm till entire period of the contract and will not be subjected to escalation irrespective of any increase whatsoever in labour or material cost etc.

7.7 **EARNEST MONEY DEPOSIT:** The Bidder should make a deposit of ₹ 20,700.00 only as Earnest Money in the form of an A/c Payee Demand Draft, drawn on State Bank of India in favor of "Brahmaputra Valley Fertilizer Corporation Ltd., Namrup" payable at Namrup Branch (Branch Code: 0223).

Bank guarantee as E.M.D in place of Demand draft shall not be entertained.

7.7.1 EXEMPTION FROM PAYING EARNEST MONEY DEPOSIT:

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises (MSE) shall be entitled for EMD exemption subject to conditions as under:

MSE bidders must submit valid registration certificates from any of the following (or any other body specified by the Ministry of MSME) for exemption of EMD as applicable for this tender:

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board(KVIB)
- Directorate of Handicrafts and Handloom
- Udyog Aadhar Memorandum.

7.8 TERMINATION OF CONTRACT:

If the Contractor becomes unable to execute the work, any loss incurred by the company in this respect will be to the Contractor's account. The company may also terminate the contract after giving a 1(One) day's notice in writing, if, in its opinion, the work under the contract is not being executed to its satisfaction:

7.8.1 If, at any time, the Contractor makes default in proceeding with the work / job with due diligence and continues to do so after giving in writing a notice of 1 day by the Engineer-In-Charge, **OR**

7.8.2 If the Contractor persistently disregards the instructions of Engineer-In-Charge or fails to take steps to employ competent or additional staff required or commits default in complying with any of the terms and conditions of the contract and does not remedy it or does not take steps to remedy it within 3 days after notice in writing is given to him by the Engineer-In-Charge. **OR**

7.8.3 If the Contractor assigns, transfers or sublets or attempts to assign, transfer or sublet the entire work or any portion thereof without the prior written approval of the accepting authority. **OR**

7.8.4 If the Contractor abandons the contract. **OR**

7.8.5 If the Contractor becomes bankrupt / insolvent. **OR**

7.8.6 Persistently disregards the instructions of the BVFCL in contravention of any provision of the Contract. **OR**

7.8.7 Persistently fails to adhere to the agreed program of work. **OR**

7.8.8 Sublets the work in whole or in part thereof without BVFCL's consent in writing **OR**

7.8.9 Performance is not satisfactory or work is abnormally delayed.

BVFCL shall have right to get the leftover jobs done by alternative agencies at the Risk & Cost of the Contractor besides other legal remedies available to it.

7.9 **Sub-Contracting:** Sub-Contracting of the job is will not be allowed.



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7.10 ENGINEER IN-CHARGE: The Engineer-in-charge shall have general supervision and direction of the work. He/she has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He/she shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the contractor may appeal to the Engineer-in-charge whose decision shall be final and binding.
The decision of the Engineer-In-Charge of Brahmaputra Valley Fertilizer Corporation Limited shall be final as regards all matters relating to this Tender including those for determining the category of work with reference to material of an item not mentioned in the Scope of Work.

8.0 TERMS OF PAYMENT:

- 8.1 100% of value against the successfully completed jobs as per scope of work will be released within 30 days of receipt of the bill along with relevant documents subject to meeting the prescribed criteria of the work/supply.
- 8.2 Clarification on the bills, if any, will be sought within 15 days from the date of receipt of the bill in one go. The party shall submit the sought clarifications within 15 days. Payment will be released within 30 days of receipt of the rectified bill/clarification.
- 8.3 In case of any disagreement between contractor and BVFCL on any part of the invoice, such part of the invoice will be severed from the rest and payment against agreed admissible part will be processed as per laid down procedure, while the disputed part shall be dealt as per contract provisions.
- 8.4 All the statutory taxes and duties shall be applicable as per rule at usual and prevailing rates. Income Tax however shall be deducted from bills.
- 8.5 Deduction of TDS from the payment against supply of services or goods on taxable value exceeding Rs 2.5 Lakh only under one contract i.e. TDS @ 2% (IGST 2%, or CGST 1% + SGST 1%) will be deducted from party's bill.
- 8.6 The contractor may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No, Place of branch, Branch Code (IFSC CODE-11 digits) etc. for online bank transfer of payment.
- 8.7 LIQUIDATED DAMAGE:
- 8.8 In the event that the work is not completed according to the time schedule, the Contractor shall have to pay Penalty to BVFCL @ of 0.5 % of the total value of work for delay of every week or part thereof subject to a ceiling of 5 % of the total value of the work.

9.0 SAFETY REGULATIONS:

- 9.1 The contractor shall observe and abide by all fire and Safety regulations of the BVFCL. Before starting maintenance work, the Contractor shall consult BVFCL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by BVFCL, when requested. He shall be responsible for and must make good to the satisfaction of the BVFCL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the BVFCL's existing property. All the accidents to contractor's staff will be reported to the Safety Officer promptly. This will however not relieve the contractor of any statutory obligation.
- 9.2 The contractor shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc are to be provided to his workmen by the contractor. However special Safety equipment required as per the job requirement will be provided by BVFCL free of cost. For any default / accident / loss due to negligence of Contractor/ workers, the liability of Contractor shall be "Absolute liability".

10.0 FORCE MAJEURE:

- 10.1 The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor BVFCL shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force-Majeure lasting continuously for a period of three months, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.



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11.0 CONCILIATION & ARBITRATION:

- 11.1 Except otherwise provided in this contract all matters, questions, disputes, differences whatsoever which shall at any time arise between the parties hereto touching the construction, meaning or operation or effect of the contract or out of matters related to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of the work or whether before or after termination shall be referred to arbitration in accordance with the ICADR Arbitration Rules, 1996. Under such case, authority to appoint Arbitrator(s) shall be the 'International Centre for Alternative Dispute Resolution'.
- 11.2 The Arbitration proceedings shall be governed by the ICADR Arbitration Rules, 1996.
- 11.3 Both the parties shall continue to fulfill their respective obligations under the contract during the Arbitration proceedings.

12.0 The contract shall be governed by and construed in accordance with the laws of India and provisions of various labour laws like factories act 1948, industrial disputes act 1947, contract labour (regulation & abolition) act 1970, maternity act 1961, workmen's compensation act 1923, payment of wages act 1936, minimum wages act 1948, employee's provident funds & misc. provisions act 1952, payment of bonus act 1965, payment of gratuity act 1972 etc. and any other law / legislation which may be applicable from time to time (the above acts are only illustrative and not exhaustive).

13.0 JURISDICTION:

Notwithstanding any other court or courts having jurisdiction to try any civil suit arising out of this contract it shall be only the court of competent jurisdiction at Dibrugarh alone (where the contract shall be deemed to have been entered into) to try such suits to the exclusion of all other courts of the country and all causes of action in relation to the contract will therefore be deemed to have arisen within the Jurisdiction of the Court at Dibrugarh (Assam) only.

14.0 AGREEMENT:

The Contractor's responsibility under this contract will commence from the date of issue of the Letter of Intent / Work Order. The Tender Documents, Other Documents exchanged between the Tenderer and BVFCL, the Letter of Acceptance and Work Order shall constitute the Contract. The successful Tenderer shall have to execute an Agreement with Brahmaputra Valley Fertilizer Corporation Limited, Namrup, on a non-judicial stamp paper of ₹ 50.00 before start of job. The cost of stamp paper shall be borne by the Contractor. The Agreement to be executed will be in the Agreement Form to be specified by Brahmaputra Valley Fertilizers Corporation Limited.

15.0 BVFCL is committed to a corruption free environment, "All the works contract, services and commitments of BVFCL will be honored without the citizen having to pay any bribe". In case any person demands any bribe, it is the duty of responsible citizen to inform the matter to vigilance office, BVFCL Namrup, Assam (email: vigilance@bvfcl.co.in)

Chief Engineer (Mech), AG, CPP & CMW



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PROFORMA-I

INFORMATION REGARDING TENDERER

Bidder shall give information regarding business strictly as per proforma given below:

A) In case of individual		
i)	Name of Business	
ii)	Whether his Business is registered	
iii)	Date of commencement of business	
iv)	Whether he pays Income-Tax over Rs. 10,000/- per year	
B) In case of Partnership		
i)	Name of Partnership	
ii)	Whether the Partnership is registered	
iii)	Date of establishment of firm	
iv)	If each of the partners of the firm pays Income-Tax over Rs. 10,000/- a year and if not which of them pays the same	
C) In case of Limited Liability Company or Company Limited by Guarantee		
i)	Amount of paid up capital	
ii)	Name of Directors	
iii)	Date of Registration of Company	
iv)	Copies of the last two years' Balance Sheets of the Company	
D) Income Tax		
i)	Income Tax Clearance Certificate for previous years.	

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name :

Dated :

Place :



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PROFORMA: 2

DETAILS OF EXPERIENCE

Bidder shall give information of similar works done as per Eligibility Criteria during the **past seven years** strictly as per proforma given below:

Sl. No	Full particulars of similar work carried out by Bidder	Value of Contract	Contract Completion time	Actual completion time	Year of completion	Name & Postal Address of Client
1.						
2.						
3.						

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----



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PROFORMA: 3

PRESENT COMMITMENTS

Bidder shall furnish the details of their present commitments strictly as per this Proforma.

Sl. No.	Name of work	Name & address of Client	Contract Value	Brief description of work	Date of completion	% age completed	Expected date of completion of balance work
1.							
2.							
3.							

Certified that the above information is correct.

(SIGNATURE OF BIDDER WITH SEAL)

Name : -----

Dated : -----

Place : -----



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(SPECIMEN COPY-TO BE FILLED ONLINE ONLY)

(PRICE BID)

Ref: N-III/MECH-5/Cont-1201/

SCHEDULE OF WORK, QUANTITY & RATE(S)

Sl. No.	Description	Unit	Qty.	Unit Rate (Rs)	Amount (Rs)
1.	Visual Inspection, Creep Measurement, Bowing Measurement, Verticality Check	Tube	240 (100%)	L/S	FILL ONLINE
2.	Ultrasonic Scanning	Tube	240 (100%)		
3.	Magnetic Test (Ferrite & Permeability Measurement)	Tube	24 (10%)		
4.	D.P. Test of weld joints	Tube	24 (10%)		
5.	Metallographic Examination	Spot/ Tube	12 (5%)		
Sub total					FILL ONLINE
Add G.S.T @ 18%					FILL ONLINE
TOTAL					FILL ONLINE

Notes:

- The Rates quoted online should be inclusive of all Taxes, Duties, Royalties, P&F charges and other Statutory Levies to be payable except GST.** Unless specified to the contrary in the bid, all present taxes and statutory levies shall be borne and paid for by the bidder. Payment of the taxes and other statutory levies shall be the responsibility of the bidder and shall not be payable by BVFCL.
- The quoted rates should include mobilization and de mobilization charges of personnel, travelling charges, lodging and fooding charges & local conveyance.**
- TDS** shall be applicable as per Income Tax Rules.
- The Bid shall be evaluated on the overall lowest basis only.**

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:



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ANNEXURE-I

ELIGIBILITY CRITERIA FOR THE BIDDER

1. Tenderer should have experience of similar work means experience in Creep/Bowing Measurement, Magnetic/Ferrite test, Ultrasonic Testing, Metallographic examination of Reformer tubes by Non Destructive Examinations in any of the following industry:
"Reputed continuous process fertilizer plants/refineries/petrochemicals under Central PSU/State/JV PSU and private sector".
2. The bidder shall furnish documentary evidence in form of Work Order / Contract copies along with satisfactory completion certificates in support of their claim of doing such work directly by them on their independent capacity (work order should be issued by the organization directly on the contractor who has participated in the tender. The job carried out by the contractor for the organization through other agency where the work order is not in the name of the contractor shall not be considered for further evaluation purpose i.e. **WO in the capacity of sub-contractor shall not be accepted**) and successfully completed during the last 7 (Seven) years ending last day of month previous to the one in which applications are invited should be either of the following –
 - a. Three similar completed works each costing not less than Rs. 3,12,000.00 (OR)
 - b. Two similar completed works each costing not less than Rs. 3,90,000.00 (OR)
 - c. One similar completed work each costing not less than Rs. 6,24,000.00--ABOVE FIGURES ARE EXCLUDING TAXES--
3. Average annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 2,76,100.00. Tenderer shall furnish necessary documents in this regard.

Signature of the Bidder: _____ Date _____

Party's name: _____

Address & SEAL:



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ANNEXURE-II
(Part of Contract)

DECLARATION FORM

Ref. No: N-III/MECH-5/Cont-1201/

Date:

To

Chief Engineer (Mechanical), AG, CPP&CMW
BVFCL, Namrup

Sub.: 'Non Destructive Testing of Primary Reformer Catalyst tubes of Ammonia-III plant'.

Dear Sir,

I/ We have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job as per attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. BVFCL and hereby bind myself/ ourselves to complete the work schedules and progress of work.

I/We hereby bind myself/ourselves to complete the work schedule and progress of work. I / We further agree to abide by the conditions of contract and to carry out all works within the specified time in accordance with applications, workmanship and instructions referred to in the **Notice Inviting Tender**.

In case of acceptance of the tender by Brahmaputra Valley Fertilizer Corporation Limited, Namrup, I/ we bind myself/ ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which we shall have no objection to the forfeiture of the Earnest Money lodged with BVFCL, Namrup.

Thanking you.

Yours faithfully,

For M/s. :

(Signature of Contractor/ Bidder with SEAL)

Address :

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ANNEXURE-III
(Part of Contract)

DECLARATION FORM

THE FOLLOWING DECLARATION TO BE SIGNED BY CONTRACTOR

Sl. No.	DESCRIPTION	YES/ NO. (If Yes, give the following details)		
		Name and Designation of the Employee	Place of posting	Relation with the Employee
1	If a Bidder has relations whether by blood or otherwise with any of employees of BVFCL (Owner), the Bidder must disclose the relation at the time of submission of Tender, failing which BVFCL shall reserve the right to reject the Tender or rescind the Contract.			
2	P.F. Registration No. of the Contractor to be intimated along with Documentary proof thereof			P.F. Reg. No.
3	PAN No. of the Contractor to be intimated along with Documentary Proof thereof			PAN No.
4	VAT Registration No. of the Contractor to be intimated along with Documentary Proof thereof			VAT Reg. No.
5	GST Registration No. of the Contractor to be intimated along with Documentary Proof thereof			G.S.T. Reg. No.
6	If the party is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the party and submit a photocopy (Self certified) of the registration certificate in support thereof. Otherwise it will be construed that the party is not registered as per MSMED Act, 2006.			
7	The bidder shall submit the name and address of the firm/ company along with its constitution giving status of the same such as sole proprietorship / partnership or limited/private firm etc. Along with its copies duly attested by Notary Public as evidence.			

(Signature of Contractor/ Bidder with SEAL)

Address : -----

Place :

Date :