

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
 Bharat Heavy Electricals Limited
 (भारत सरकार का उपक्रम)
 (A GOVERNMENT OF INDIA UNDERTAKING)
 एफ.एस.आई.पी , औद्योगिक क्षेत्र, जगदीशपुर
 FSIP, INDUSTRIAL AREA, JAGDISHPUR
 जिला अमेठी - 227817
 DISTRICT AMETHI – 227817



दूरभाष/Phone: (05361) 270140
 फैक्स/Fax: (05361) 270140/270110

Tender Ref: ARC/MS Casing /Group B/MM /2019-20/TE No-450

NOTICE INVITING E-TENDER (NIT)

(NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER / OFFER FROM/ON BHEL E-PROCUREMENT PORTAL <https://bhel.abcpocure.com>)

Sub: Annual Rate contract 2019-20 for different items of MS Casing for FSIP, Jagdishpur from experienced suppliers of M.S fabricated items for one year.

Dear Sir,

BHEL desires to enter into Rate Contract for procurement of different items of MS Casing for FSIP Jagdishpur from experienced suppliers of M.S fabricated items as per BHEL Drawings for MS Casing for one year. The approximate requirements of M.S Casing are as detailed below:

Estimated quantity of M.S Casing (TE No. 450)			
Group B			
S/N	Item	Ref. Drawing No.	Quantity (in MT)
1	M.S Casing for Valve Body	3-986-03-00377	76.00
2	M.S Casing for M.P.O	3-986-03-00642	82.00
3	M.S casing for Inner Cone	2-986-03-00289	114.00
4	M.S Casing for Orifices	3-986-03-01040	17.00
Sub Total(in MT)			290

You are requested to refer our tender documents as enclosed and submit your offer for the same within due date as mentioned below:

EVENT	SCHEDULE
Last Date & Time for receipt of tender	Date : 16th January 2020 (Thursday) Time : 13:45 hrs (IST)
Tender opening date & Time (Techno-Commercial bid)	Date : 16 th January 2020 (Thursday)) Time : 14.00 hrs (IST)

Offers are invited in two part bid system :-

A) Part-A: TECHNO-COMMERCIAL BID - The filled up Pre-qualification Techno-Commercial bid format and Third Party Non-Disclosure Agreement Format B) PRICE BID: Price bid for individual items -item vise AS PER E TENDER PRICE BID FORMAT from reputed & experienced bidders through **E-procurement portal <https://bhel.abcpocure.com> only** for the supply of M.S Casing. ***The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the contract on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as***

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applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.

The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com>. No Hard copy bid/ bids through email/ fax shall be accepted.

❖ **Procedure for Submission of Tenders:**

Procedure for Submission of Tender is available in the “Bidder Manual for BHEL Bidders” at E-tender portal <https://bhelabcprocure.com> . Terms and conditions mentioned therein shall form integral part of the NIT and bidders shall abide by the same.

a) Hardware and Software requirements for participating in e-tender:

1. Computer with good internet connection (Minimum 256 kbps).
2. Operating system should be Windows Vista / Windows 7 and above.
3. Web Browsers : IE 9.0 (32-bit Browser only) & above, Mozilla Firefox up to version 51(32 bit/64 bit) , Google chrome 20.0 to 41.0.
4. System Access with Administrator Rights
5. Digital Certificate : To participate in an e tender, you need to have a class II/III Digital Signature Certificate (DSC) for signing & Encryption (Required both digital signature certificate : Signing & Encryption) of bids issued by any of the valid Certifying Authorities (Approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

For detail please refer the website under the link: <https://bhel.abcprocure.com>

b) M/s E-Procurement Technologies Limited Helpdesk Contacts:

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. The helpline numbers are provided in the e-procurement website.

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in

Note :1.) Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications □View Corrigendum) & on e-tender portal <https://bhel.abcprocure.com> and not in the newspapers. Bidders to keep themselves updated with all such information.

2.) The user should complete all the processes and steps required for bid submission including vendor registration (if required) . The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and M/s. e-Procurement Technologies limited will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the purchaser for processing.

3.) Before uploading scanned documents if any, the bidders shall sign and affix office seal on all the statement, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity.

Kindly note that if you are registered under MSMED Act 2006, confirm the same in your quotation and submit the latest valid certificate for Micro, Small & Medium Enterprises (MSME) and for the SC/ST
Regd. Office: BHEL House, Siri Fort, New Delhi – 110 049

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ownership, If any for availing benefits as per the act. **Present status of MSME is to certified by CA as per attached format(Annexure-I)**

In case L1 vendor is not a Micro & Small Enterprise, 15% purchase preference will be given to the other participating MSE vendor for ordering up to 25% of the tender quantity, provided the MSE accepts the counter offer of L-I Price .In case of more than one such MSE's, the share of 25% will be distributed among them proportionately

6.25% of our total procurement is earmarked for procurement from Micro and Small Enterprises owned by SC/ST and **3% reservation for women owned MSEs within the above mentioned 25% reservation.** In the event there is no participation from such MSE, the same shall be met through other MSE's .

Vendors will be given due opportunity to comply with BHEL requirements in a time frame in case there is any non-compliance in the original quote.

.The tender meeting our **PRE QUALIFICATION TECHNO-COMMERCIAL (Annexure-D)** requirements will be considered for price bid opening at a later date for which eligible vendors will be intimated in due course. *“BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA.Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

*If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)." **“Bidders to submit online sealed bid less than or equal to their envelope sealed bid/offered rate in price bid of E tender already submitted to BHEL”***

With Regards

Rana Rashmirathi
Dy Manager(MM)

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Integrity Pact

- a) Integrity Pact (IP) is a tool to ensure that activities and transactions between the company and its bidders/contractors are handled in a fair, transparent and corruption free manner. A panel of independent external monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno commercial bid. Only those bidders who have entered into such an IP with BHEL would be eligible to participate in the bidding. In other words, entering into this pact would be a preliminary qualifications.

Details of IEM for this tender is furnished below

Name-----

Email-----

- b) Please refer sec-8 of the IP for role and responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extension or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department.

Name & Address of IEM

Shri D.R.S.Chaudhary, IAS (Retd) Flat No L 202 & L203 (1st Floor), Ansai Lake View Enclave, Shamla Hills. Bhopal: 462 013 (MP) Phone No 091 755 4050495. E mail dilip.chaudhary@icloud.com
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Tender Ref: JP/MM/OT/MS Casings/GroupB/2019-20
(ANNEXURE – A)

TE No -450

The terms and conditions specified herein are to be strictly adhered for all the supplies of MS Fabricated items under Annual Rate Contract (19-20):-

- 1. The enclosed/uploaded specimen drawings are indicating nature of job. The exact drawing against which manufacturing is to be done shall be issued at the time of placement of respective Purchase Order.***
- The rates finalized for the rate contract shall be valid one year and **the contract limit is duration only**. The rate contract shall have provision for further extension on same terms & condition for mutually agreed period with the mutual consent of both the parties.
- The offer should be valid for acceptance for **90 days** from the date of opening.
- The rates finalized will be subjected to price variation as per the PV clause stipulated in the Tender. A PV formula (**Annexure –F**) will be adopted to take care of fluctuating input cost of raw material. Ceiling will be plus or minus 20% of unit price.
- Testing of the direct / indirect material and facilities for the fabrication and inspection are to be arranged by the vendor.
- The fabrication of bends / casing to respective drawing should confirm to welding procedure no. E&D 330 and inspection may be carried out as per detailed procedure no. E&D 306 and E&D 331 (all latest revision). The vendor has to maintain proper document control procedure.
- Vendor should submit its own quality plan indicating inspection and testing from raw material procurement, in process and final product and get approval from BHEL prior to execution of order the same shall be valid for inspection. However, quality plan, if any, agreed with BHEL's ultimate customer shall be applicable over & above.
- Delivery Term, Duties, and Taxes:** The rates quoted shall be on F.O.R- BHEL Stores basis without unloading charges. The rates shall be exclusive of unloading charges but inclusive of freight & Insurance. Duties and taxes applicable on date shall be explicitly mentioned. The taxes & duties will be paid extra as applicable on the date of supply. GST will be applicable as per GST act.
- Payment Terms:** Normally, payment shall be made within **45 days for MSE vendor** and 90 days for other vendors from the receipt of material at BHEL stores along with relevant documents (Invoices, Test certificates & reports) and test bars. Payment will be made only through NEFT/RTGS.
- Capacity:** The projected requirement BHEL has been given in cover page of the tender. Vendors should state their item wise capacity to supply the BHEL per month. Vendor's capacity to supply per month implies vendor's ability to supply such quantities of items meeting the quality requirements and delivery schedules. **Vendors shall intimate only such capacity that can be allocated to BHEL and not their total capacity.** To enable smooth supply of M.S Casing for our monthly requirement,



vendors are expected to have following minimum monthly capacity for supply to BHEL units **irrespective of the % of order placed on them.** The tender not meeting the minimum monthly capacity as below is liable for rejection.

Item Wise Minimum Qualifying Monthly Capacity (TE No. 450)				
Group B				
S/N	Item	Ref. Drawing No.	Quantity (in MT)	Min. Monthly Requirement
1	M.S for Valve Body	3-986-03-00377	76.00	10.00 MT
2	M.S Casing for M.P.O	3-986-03-00642	82.00	10.00 MT
3	M.S casing for Inner Cone	2-986-03-00289	114.00	15.00 MT
4	M.S Casing for Orifices	3-986-03-01040	17.00	3.50 MT
Sub Total			290.00	

- Purchase order will be placed by BHEL, FSIP separately on eligible vendors from time to time depending on actual requirement on finalization of rate contract. **Quantities of materials ordered from time to time shall be dependent on actual requirement.** Delivery dates indicated in the purchase orders shall be adhered.
- Lead time:** Maximum lead-time of 15 days will be given for each purchase order i.e. Normally Vendor will be given total of 45 days to execute such order quantities subject to a maximum of indicated monthly capacity. However, the order may be placed with 15 days lead time plus pro-rata manufacturing time based on declared capacity of vendor.
- LD Clause:** In case of delayed delivery, LD @ 0.5% per week up to a maximum of 10% will be levied on the defaulting quantity for the delayed period as per the corresponding PO.
- Risk Purchase Clause:** BHEL at its option will be entitled to terminate the contract and purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier fails to deliver within the stipulated time. The supplier shall be liable for any loss, which BHEL may sustain by such risk purchases. The loss will be recovered from the vendor's outstanding bills with the concerned unit or any sister unit.

$$\diamond \text{ Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$



Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero)

15. **Inspection** : Inspection of MS Casings/items at root/final stage will be carried out by BHEL representative/Third party at party's works . The inspection MS casing/items at root /final stage against any PO may be waived off by BHEL. Final inspection and acceptance for items inspected at supplier's work will be carried out at BHEL,FSIP,Jagdishpur.

16. *There is no inspection charges but in case of re inspection Vendor has to pay extra charges @ Rs 500/- per MT and minimum re inspection charges will be Rs.2000/- .In case of waive off of re inspection , no charges will be paid.*

17. **Price Comparison:**

- Prices shall be considered on LANDED COST BASIS (COST TO BHEL). Landed cost shall be worked out on price quoted including inspection cost as detailed above, freight, IGST/CGST/SGST after taking out GSTR Benefit, as applicable. The comparative statement shall be worked out on landed cost basis for **EACH ITEM** and L1 bidder will be decided **ITEM WISE**. The comparative statement of the prices prepared based on quoted price shall remain firm throughout the execution period. **Any change in duty & tax structure during execution of the contract will not be considered for re-ranking of vendors.**
- The format for calculating the landed cost to BHEL is being provided. The bidder has to quote only landed cost at the time of reverse auction. L1 bidder has to provide the break up of landed cost as per Calculation Sheet format (**Annexure C**) to the service provider in accordance with reverse auction terms & conditions and Business rules.
- As the drawings will be different than those provided with tender enquiry for Purchase orders placed against Proposed Annual Rate Contract. The rate of each item in the POs issued from time to time against the proposed rate contract will be calculated based on the rates as per Calculation Sheet format Annexure C of different cost factors and drawing of the item. The consideration of re-ranking of vendors based on change in weightage taken for finalization of rate contract sighting the actual as per drawing of POs issued from time to time against the proposed rate contract will not be entertained by BHEL at any stage of finalization or execution of the proposed rate contract.
- BHEL reserves the right to **NEGOTIATE** with the L1 bidder.



18. **The items where defects attributed to vendor's manufacturing process are noticed at the time of subsequent processing like assembly will be treated as valid rejections.** The same shall be either replaced free of cost or payment towards it will have to adjusted from vendors pending bills.
19. **Facilities at Vendors Work & Process Requirement:**
- A list of duly calibrated instruments and other quality requirements are attached as per annexure-QR/VW/2018-19 shall be available at vendor premises at the time of inspection. The list may be updated from time to time based on requirement.
20. The price negotiation, if considered necessary, will be done with ITEM wise L1 bidder.
21. Party will have to follow all the legal and statutory requirements of State and Central Government and other government bodies and their rules issued time to time. BHEL will not be responsible in any way if they are fined or penalized due to non-fulfillment of these requirements .BHEL will cancel the contract, if in case party is found as the violator of any government rules.
22. BHEL reserves the right/option to REFLOAT the tender if L1 price even after negotiation is not the lowest acceptable price to BHEL.
23. **Distribution of Load Share:** For ranking the vendors as L-1, L-2, L-3....., the basis will be lowest tender value arrived on the basis of landed cost to BHEL on each ITEM as given in format for calculating the landed cost to BHEL. ***The load will be distributed among N-1 (N is total no of technically qualified vendors) subjected to maximum 03 (Three) most competitive vendors in the ratio of 50:30:20.*** The eligible vendors will be asked to match negotiated L1 price. However the load sharing is subject to acceptance of counter offer that is calculated with reference to the negotiated L1 price and linked with the vendor performance and capacity. ***In case of more than one vendor having same ranking, the load share corresponding to the ranking and the next ones will be clubbed together and will be equally distributed among such vendors.*** In case, any eligible vendor does not accept the counter offer, opportunity will be given to the next ranking vendor.
- If only one more vendor is accepting L-1 rate, order will be distributed in ratio of **60:40**.
 - ***If No other vendor is accepting L-1 rate, 100% share will be allocated to L1 vendor.***
24. The orders will be placed during the contract period on vendors for eligible share from time to time for actual requirement. **The loading of order share on the vendors will also be subjected to their performance** (Quality, Delivery & Service) for the supplies made during the contract period. **The vendors with consistence good performance will be preferred over poor performing vendors and encouraged with more order share.**
25. ***BHEL will have the option to defer the supplies of any purchase order with a notice period of 20 calendar days.***
26. In case of unsatisfactory performance of quality / delivery BHEL will have right to discontinue the contract in part or full.



27. Appropriate care has to be taken while shipping the MS casings to avoid transit damages / losses. In the event of any damages the supplier is liable to replace the goods. Vendor also to be ensure that the person who driving the truck/lorry should have valid license and same is to be produced at the time of entering into Bhel-Gate.
28. Vendor must agree to delivery term of FOR-BHEL-Production (Ceralin). They have to submit **6 set of tax invoice/Challan copy along with material.** ie one original for buyer copy, one duplicate for transporter copy and 04 Nos extra copy for receiving. **Photocopy of Original for buyer and duplicate for transporter copy is not acceptable.**
29. The bidders have to submit Self Declaration for Proprietorship (Annexure E) /copy of partnership deed and must ensure that their associate/ collaborators/ sub-contractors firm shall not participating in bidding. If it is found that a member of any firm is the member in others firms and that firm also submitted their offer, the offer of only one firm in which their share is more will be accepted. In case of equal share, preferences will be given to experienced firm.
30. **Validity of the annual rate contract shall be considered as the last date for placement of PO.**
31. Acknowledgement of BHEL FSIP, Production (Ceralin) shall be only legal document towards receipt of material.
32. It will be considered as fraud if Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or misrepresentation/ wilful suppression of facts, or has resorted to unethical, illegal means or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with customers other than BHEL..
33. The vendor will have to follow all the legal and statutory requirements and BHEL norms. BHEL will not be responsible in any way if the vendor is fined or penalized due to non-fulfillment of these requirements by any government agency like Sales Tax, Excise etc
34. **Arbitration:** Settlement of dispute, if any arises, at any time between the BHEL and the vendor upon or in relation to or in connection with the vendor, the same shall be referred to the sole arbitration of the Head of the concerned BHEL unit or to person appointed by him. The award of the arbitrator shall be final and binding on both BHEL and the vendor
35. **Legal Jurisdiction:** In case of any legal proceedings, area of jurisdiction will be Lucknow, UP .
36. 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.
37. The Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page"

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38. The tender not meeting the above conditions may not be entertained.

Rana Rashmirathi

Dy. Manager (MM)
Bharat Heavy Electricals Ltd
FSIP, Industrial Area, Jagdishpur
Amethi-227817, U.P.
Email : rrr@bhel.in
Ph.No 05361-270140, 9532997309

Enclosures:

1. Enquiry Letter with Terms & Condition (Annexure A)
2. Pre-qualification techno-commercial format (Annexure-D)
3. Price Variation formula (Annexure F)
4. JPC Market Price Retail as on 15 November 2019
5. Reference drawing of each item
6. Copy of design Document(E&D 306)
7. Calculation sheet Format (Annexure C)
8. Terms & Condition of Reverse Auction(TC/RA/2018-19)
9. Welding & Painting Procedure(E&D 330)
10. Quality Requirement (QR/VW/2018-19 Rev 00)
11. Self Declaration Proprietorship (Annexure E)
12. Third Party Non Disclosure Agreement(Annexure II)
13. Integrity Pact
14. MSE certificate format (Annexure – I)

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Price Variation formula for MS Casing (Annexure-F)

The rates finalized will be subjected to price variation as per the PV formula indicated below. Price variation computed in Rs/Kg will be applied for each of the item pro-rata. Unit weight as indicated in BHEL drawing will be applicable for calculation.

Basis for fixing indices/ Base rates:

Base of Data: Joint Plant Committee (JPC) constituted by Govt of India

Material Base: Rate of MS Plates of 10 MM as published in “JPC” (Delhi) Rates

PV Formula:

$$\begin{aligned}\text{Price variation in Rs per Kg of casing wt} &= 1.0 (\text{Difference in Plate Rate for 10 mm Thickness}) \\ &= 1.0 (P_i - P_o)\end{aligned}$$

P_i : The Average rate of MS Plate of 10 mm of the month of Placement of Order date published in JPC
P_o : The Base Rate of MS Plate Given in TE , i.e Rs **40.740** /Kg

The base rate as on 15/11/2019 is Rs **40740 per MT (Prices are inclusive of GST)** as published in “JPC” (with Delhi Rates). Copy of the same is attached herewith for reference purpose only.

The purpose of providing the base rate is for intended use of calculating PV only. The above are Delhi price. However the vendor has to take into consideration the steel availability rate at their place, difference in rates if any & other related expenditure in to account. No claim on account of purchase of steel at different rates as indicated in JPC will be entertained by BHEL during finalization or execution of contract.

Operation of PV Clause

- Rate taken for PV calculation shall be exclusive of GST of rate of plate 10 mm at Delhi.
- A separate PV bill will have to submit against placed PO after completion of supply.



(Annexure-E)

Self - Declaration for Proprietorship

(To be given on the Letterhead of the FBO/Firm/Company)

I, _____ S/o/D/o/W/o _____ R/o _____
do hereby state and affirm as follows:-

1. I am the sole owner/ proprietor of a business operating under the name and style " _____ " operating from ____ <address of the premises> _____;
2. This business is not undertaken/ operated by a partnership firm or limited liability company.
3. It is also to declare that below mentioned person is my legal nominee for the said proprietorship concern-
Name: _____
Relationship with the proprietor: _____
4. That the contents of this declaration are true and correct to the best of my knowledge and belief.

	Signatures of the proprietor with Stamp/ Seal
	Name: _____
Place: _____	Address: _____
Date: _____	Contact Nos: _____