

**BHARAT HEAVY ELECTRICALS LTD.
CENTRAL FOUNDRY FORGE PLANT
RANIPUR, HARDWAR
MAINTENANCE & SERVICES DEPARTMENT**

TENDER NOTICE – OPEN TENDER

Ref: FF: 18: MXA: RM:ME:01

Dt. 15/02/2018

Tenders in two part bids in Sealed Envelopes are invited from technically and financially capable parties, having experience in work similar to and interested in the under mentioned works. The tender documents are available at website www.bhel.com/www.bhelhwr.co.in in Tender Notification Section which can be downloaded. The tender should be duly filled and signed with all the documents attached. The tender should reach the tender room by **12.03.2018 before 01:30 PM** which will be opened on the **same day at 02:00 PM** in presence of the bidders who wish to be present at:

**Tender Room
Administrative Building
CFFP, BHEL Haridwar – 249403**

Bidders are advised to inspect the site before quoting their rates. Bidders are also advised to go through the special Instructions attached to this notice. (ATTACHMENT-A)

BHEL reserves the right to reject any or all of the tenders without assigning any reason thereto.

Tender No. & Date	Description of Work	Earnest Money	Total Time of completion	Tender Cost
FF: 18: MXA: RM:ME:01 Dated:15/02 /18	Dismantling,Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP”	Rs.53373/- (Fifty Three Thousand three Hundred seventy two only)	12 Months	Nil

(Abhay Kumar)
Sr. Engr./M&S CFFP, BHEL
Ranipur, Haridwar-249403
(Uttarakhand)
Contact No. 01334-284093
E-mail ID: abhay-ku@bhelhwr.in

Enclosures:

1. Annexure-A: Undertaking by contactor
2. Annexure-B : list of furnaces under the scope of contract
3. Annexure-C : Special terms and conditions
4. Annexure-D: Pre-Qualification Requirements

Signature of Issuing Officer

Signature of Bidder/Tenderer

Attachment-A**SPECIAL INSTRUCTIONS**

1. Kindly read this set of special Instructions carefully before filling up the tender form.
2. **Pre-Qualification Requirements placed at Annexure D must be fulfilled by the vendor to participate in the tender and submitted along with Techno-Commercial Bid.**
3. The bidders are to submit the tender form along with all Annexures as well as this set of Special Instructions (Attachment-A); all pages duly signed.
4. The tender is to be submitted in two parts, viz.:
 - i) Techno Commercial Bid and
 - ii) Price Bid. Documents related with Pre-Qualification Requirements i.e. Annexure-D must be submitted along with Techno-Commercial Bid.
5. Both the Techno Commercial Bid and Price Bid are to be sealed separately in separate envelopes super-scribed with **“Techno Commercial Bid for Tender no. : “FF: 18: MXA: RM:ME:01”** and **“Price Bid for Tender no. : “FF: 18: MXA: RM:ME:01”** respectively and then placed in a common envelope super-scribed with **“Tender for Tender No.: “FF: 18: MXA: RM:01”**. The Techno Commercial Bid must also contain an un-priced copy of Price Bid.
6. Only the Techno Commercial bid will be opened on the day of tender opening. The priced bid will be opened only if techno commercial bid(s) are found technically suitable & acceptable. Date of opening of price bid will be intimated to all technically suitable and acceptable bidders at a suitable time.
7. Once price bids are opened and accepted by BHEL, the same cannot be withdrawn by the bidder for whatsoever reasons. In case a bidder withdraws his/her/their tender, suitable action will be taken by BHEL as deemed fit. This may include black listing of bidder or legal action.
8. If there is a difference found in the figures & words of the offered price, the price given in the words will be considered final.
9. The bidder along with its associates/collaborators/sub-contractors/sub-vendors/ consultants/ service provider shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> & shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

(Issuing Officer)

Signature of Issuing Officer

Signature of Bidder/Tenderer

**BHARAT HEAVY ELECTRICALS LTD.
CENTRAL FOUNDRY FORGE PLANT
RANIPUR, HARDWAR
MAINTENANCE & SERVICES DEPARTMENT
MAINTENANCE-FORGE SHOP**

Tender Form for - "Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fibre lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP"

(PRICE BID)

PRICED/UNPRICED

(PRICED PRICE BID TO BE SEALED IN SEPARATE ENVELOP)

Name & Address of Bidder	:	
Tender Notice No.	:	FF: 18: MXA: RM:ME:01 Dated:15/02/18
Last Date & Time for receipt of Tender	:	1:30 hrs on 12/03/2018
Date & Time for opening of Tenders	:	14:00 hrs on 12/03/2018
Place for opening of Tenders	:	Tender Room, CFFP, BHEL
Nature of Contract	:	Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fibre lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP
Period of Contract	:	12 months

S. No.	Work Schedule	Total jobs (Envisaged qty)	Estimated rate /unit	Quoted Price
1	Dismantling of damaged Steel Structure	140 MT		
2	Repair /Fabrication of Steel Structure:	170 MT		
3	Erection of Steel Structure:	170 MT		
4	Cleaning and Painting of Steel Structure	600 M ²		
5	Repair of Ceramic fiber lining.	180M ²		
6	Monolane module lining maintenance of Re- heating Furnaces.	360 M ²		
7	Refractory lining and maintenance work	350MT		
Total Quoted Rates in figures (Excluding GST)				
Total Quoted Rates (Excluding GST)				
<p>*GST will Be Paid Extra As per Actuals</p> <p>*The work will be awarded to a single L1 vendor taking cumulative prices of all items.</p>				

Signature of Issuing Officer

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Annexure: A**UNDERTAKING***(By the contractor)*

1	I/We have carefully perused all the terms and conditions of the tender, NIT including special conditions mentioned in the tender before quoting the offer and I/we commit to abide by them in too. I/we have read BHEL General Conditions of Contract and agree to abide by the same.
2	I/We shall abide by and fulfill the requirement of all the statutory obligations in respect of EPF, ESI, labour license and all other provisions of labor laws applicable to me/us and maintain muster roll, payment register and all other registers/ records as applicable and produce the same to BHEL officials or statutory authorities whenever desired.
3	I/we shall abide by the GST Act/ Rules as applicable.
4	I/we shall decide the number of employees to be deployed for execution of the work and give instruction to my/ our employees. BHEL will have nothing to do or be concerned with the employment of my/our employees.
5	I/we shall provide employment card/identity with photograph duly verified and attested by me/ us to my/our employees.
6	I/we shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership card to each of my/our employees.
7	I/we shall pay minimum wages as applicable from time to time including leave with wages to my/our workers as per rules /act.
8	In case of non-compliance of any of the statutory obligations, labour laws by me/us, I/we shall be responsible for all expenses/liabilities occurring /accruing on BHEL because of this including all expenditure on legal proceedings. All such expenses including overheads shall be recoverable from any of my / our running contract with BHEL or any contract entered thereafter.
9	I/we shall maintain valid labour license throughout the period of contract.
10	I /We agree your Payment terms of E-mode & Mode of payments as per clause No.24 of Special Conditions.
11	I shall be responsible for any accident of my labour in absence of using any safety / Environmental
12	Details of earnest money enclosed with the offer:
(a)	Amount:
(b)	(i) Cash Receipt No. Date
	(ii) Demand draft No. Date Bank
Signature & Name of Contractor	
Date	

Signature of Issuing Officer

Signature of Bidder/Tenderer

Annexure: B

S. No.	DESCRIPTION OF FURNACES	Type	Location
1	9 m REHEATING FURNACE	Reheating	Heavy Forge Shop.
2	HEAT TREATMENT FURNACE 18m	Heat Treatment	
3	HEAT TREATMENT FURNACE 8m	Heat Treatment	
4	12m REHEATING FURNACE	Reheating	
5	10m REHEATING FURNACE	Reheating	
6	10m WESMAN R/H FURNACE	Reheating	Medium Forge Shop.
7	10m VULCAN R/H FURNACE	Reheating	
8	7m WESMAN R/H FURNACE	Reheating	
9	6m VULCAN R/H FURNACE	Reheating	
10	H. T. FURNACE 02	Heat Treatment	
11	H. T. FURNACE 02A	Heat Treatment	
12	H. T. FURNACE 03	Heat Treatment	
13	H. T. FURNACE 04	Heat Treatment	
14	H. T. FURNACE 05	Heat Treatment	
15	FURNACE CH 01	Heat Treatment	
16	FURNACE CH 02	Heat Treatment	
17	VERTICAL SHAFT FURNACE No.11	Heat Treatment	
18	VERTICAL SHAFT FURNACE No.12	Heat Treatment	
19	VERTICAL SHAFT FURNACE No.13	Heat Treatment	
20	H. T. FURNACE SC 01	Heat Treatment	Yard
21	H. T. FURNACE SC 02	Heat Treatment	
22	H. T. FURNACE SC 03	Heat Treatment	
23	H. T. FURNACE LF 01	Heat Treatment	Light Foundry
24	Sand Dryer 01	Dryer	
25	H. T. FURNACE LF 02	Heat Treatment	Steel Foundry
26	H. T. FURNACE 24	Heat Treatment	
27	H. T. FURNACE 43	Heat Treatment	
28	H. T. FURNACE 34	Heat Treatment	
29	H. T. FURNACE 022	Heat Treatment	
30	H.T. FURNACE 100T	Heat Treatment	
31	Sand Dryer 01		
32	Sand Dryer 02		
33	H. T. FURNACE 100T	Heat Treatment	
34	LADDLE PREHEATER 01	Pouring Ladle Preheater	
35	LADDLE PREHEATER 02		
36	LADDLE PREHEATER 03		

Signature of Issuing Officer

Signature of Bidder/Tenderer

Annexure: C**SPECIAL TERM AND CONDITIONS**

	Description	Contractor Response
1	The contractor shall have to comply with the following during execution of the contract: 1.1 Valid labour license issued from Asstt. Labour Commissioner (State) Uttarakhand. 1.2. P.F. code and abide by the relevant laws/rules. 1.3. E.S.I. code and abide by the relevant laws/rules. 1.4. GST registration and abide by the relevant laws/rules. 1.5. Any other relevant legal/binding regulation(s) applicable on the contract as per govt. norms or otherwise as applicable.	
2	The contractors are advised to visit the work-site and go through the terms & conditions of the contract before quoting the rates for the same.	
3	The work may need deployment of labors in two or more shifts to complete the work in stipulated time and as per requirement of the job. The contractor shall observe and follow the provisions of the Factories Act/ Rules in respect of working hours, holidays, rest intervals, leaves and overtime to his/her employees. Work in second / third shift, overtime, Sundays or on other declared holidays shall be carried out after getting written permission from Engineer In-charge.	
4	Contractor shall decide the number of workers to be deployed for execution of the work awarded to him/her and he or his authorized representative will be entitled to dictate such workers about the manner of carrying out the work as per prescribed specifications and quality plan. However, contractor shall inform BHEL for engaging/removing the labour for executing the work. If BHEL Executive (concerned shop production/maintenance or in-charge furnace maintenance & planning) finds the manpower insufficient to complete the job(s) within stipulated time or meet the requirement of the work, the contractor shall increase the number of employees suitably. The augmentation of manpower shall suitably be decided by mutual discussion between BHEL & contractor. This clause is however, not binding on the clauses mentioned later in the contract in case BHEL observes that the manpower deployment for carrying out the job is insufficient.	
5	The contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise during execution of his work.	
6	Contractor will be responsible for conduct of the manpower deployed by him/her. In case of any misconduct / misbehavior by any such deployed manpower, the contractor will replace such individual(s) immediately.	
7	Contractor shall pay minimum wages as applicable from time to time including leave with wages to their workers as per rules /act and any changes made thereafter. The minimum wage rate till date is as below: USW-430.23 SSW-480.08 SW- 526.04 Above rates are excluding PF (12%), ESI (4.75%), Adm charges (1.61%),leave (8.33%), Bonus (8.33%) etc.	

Signature of Issuing Officer

Signature of Bidder/Tenderer

	Description	Contractor Response
	The rates are statutory in nature and are subject to change as per govt. regulations. The contractor is to observe the same.	
8	In case of non-compliance of any of the labor laws e.g. payment of minimum wages to his employees or remittance of contribution to the various funds like PF, ESI etc. the contractor shall be responsible for all the expenses /liability occurring / accruing on BHEL because of this including all expenditure of legal proceedings. All such expenses including overheads shall be recoverable from the contractor from any of his running contracts/security deposit/other dues with BHEL or from any contract entered with BHEL thereafter.	
9	BHEL shall have the probity of the contract with the contractor only and will give instructions to the contractor or his authorized representatives. BHEL shall not be liable for the employment of employees working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.	
10	The work shall be governed by scope of work, general terms and conditions of BHEL contract, special conditions, environment-related conditions, safety clause and any other relevant condition mentioned or not mentioned here, but applicable.	
	<p>Earnest money(2% of the estimate) may be accepted only in the following form</p> <p>11.1 Cash (as permissible under Income Tax Act)</p> <p>11.2 Electronic fund transfer credited in BHEL account (before tender opening.)</p> <p>11.3 Banker's cheque / Pay order / Demand draft, in favour of CFFP/ BHEL, Ranipur (along with offer)</p> <p>11.4 One time EMD amounting to Rs. 5 lakhs is acceptable.</p> <p>11.5 Earnest Money in the form of demand draft should be payable at Hardwar. Validity of demand draft should be minimum of 90 days from the date of floating the NIT (NOTICE INVITING TENDER).</p> <p>11.6 Earnest Money deposited shall not carry any interest.</p> <p>NOTE- The EMD shall be waved off for micro and small enterprises upon submission of certificate of registration under the MSME scheme of Govt. of India and as per clause 33.1 of works policy 2016.</p> <p>Earnest Money deposited by the bidder will be forfeited in case of following conditions:</p> <p>11.8 After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.</p> <p>11.9 The bidder does not commence the work within the period as per LOI / Contract.</p> <p>Even if the LOI/contract is silent in this regard, BHEL will suitably intimate the contractor regarding the date of commencement of the work. The work shall have to be started within 15 days from the commencement date</p>	

Signature of Issuing Officer

Signature of Bidder/Tenderer

	Description	Contractor Response
	<p>mentioned in aforesaid intimation, otherwise EMD will be forfeited. 11.10 EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.</p>	
12	<p>Security deposit (5% of the contract value by the successful tenderer) may be furnished in any one of the following forms:</p> <ol style="list-style-type: none"> 1. Cash (as permissible under Income Tax Act) 2. Local cheques of scheduled banks (subject to realization)/ Pay order, Demand Draft/Electronic Fund Transfer in favour of CFFP/BHEL, Ranipur, Haridwar. 3. 12.3 Bank Guarantee from Scheduled Banks/ Public Financial Institution as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. 4. 12.4 Fixed Deposit Receipts issued by scheduled Banks/ Public Financial Institution as defined in Companies Act (FDR should be in the name of contractor, A/c BHEL, duly discharged on the back) 5. 12.5 Securities available from Post Offices such as National Saving Certificates, Kisaan Vikas Patras, etc. (held in the name of Contractor furnishing the security and duly endorsed /hypothecated/pledged in favor of BHEL). 6. Note: BHEL will not be liable or responsible in any manner for collection of interest or renewal of documents or in any other matter connected there with) 7. 12.6 EMD of the successful tenderer shall be converted and adjusted against towards the required amount of security deposit. 8. 12.7 At least 50% of the required Security Deposit, including the EMD, shall be submitted before start of the work. Balance of the Security Deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the Contractor till the total amount of the required Security Deposit is collected. 9. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Contractor or recovered from payment/s due to the Contractor. 10. The recoveries made from running bills (cash deduction towards balance SD amount) can be released against submission of equivalent Bank Guarantee in acceptable form, but only once, before completion of work, with the approval of the authority competent to award the work. 11. (Note: In case of (a) small value contracts not exceeding ` 20 lakhs or (b) SAS jobs, work can be started before the required Security 	

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	Description	Contractor Response
	<p>Deposit is collected. However, payment can be released only after collection/ recovery of initial 50% Security Deposit).</p> <p>12. Security Deposit shall be released to the Contractor upon fulfilment of contractual obligations as per terms of the contract.</p> <p>13. 12.8 The Security Deposit shall not carry any interest</p>	
13	<p>Quality plan / performance evaluation – Before starting any preventive maintenance activity or breakdown maintenance which comes under the scope of this contract, BHEL and the representative of contractor shall jointly assess the quantum of work to be done, estimated value of that work and the time period in which the work is to be completed. However, the decision of BHEL representative shall be binding on the contractor. BHEL executive may choose to extend the time period for execution of the work in case the work is delayed due to reasons not attributable to the contractor. The reasons shall be recorded by BHEL suitably. In case of delay due to reasons attributable to the contractor the same shall be liable for liquidated damage charge which will be governed as per clause no 31 of special terms and condition. Further to the completion of the work, the same will be inspected by BHEL. Payment shall be made only on satisfactory completion of the work. The machine shall be kept under observation for a period of one month from the date of completion. Breakdowns/problems, if any shall be brought to the notice of the contractor by BHEL and shall have to be rectified by the contractor within the quoted rates i.e., at no extra cost to BHEL. Quality checks may include visual checks, D.P test and UT as directed by BHEL.</p> <p>Note- Raw material required for completion of projects/works, like structural steel, refractory welding electrodes, welding machines, compressed air, oxygen and natural gas etc. will be provided by BHEL.</p>	
14	<p>In case more than one contractor quotes the Lowest rates, L-1 Contractor will be decided through draw of lottery. Lottery shall be drawn between all the Contractors quoting the lowest rates. Contractor who is declared as the winner in draw of lottery shall be considered as L-1 contractor of subsequent processing of the tender.</p> <p>The tenderers shall have no say in the process of lottery and the decision of BHEL in the same shall be final and acceptable to the tenderers.</p>	
15	<p>This is a maintenance work. The exact requirement of manpower cannot be anticipated. Thus manpower deployed may vary in accordance with the quantum of work. (refer clause 4, 16)</p>	
16	<p>GST shall be paid extra as per actual after verification of the same on GSTN.S</p>	
17	<p>No advance payment shall be paid to the contractor. The payment of final bill will be made only after successful completion of the work. All payments to be made to the contractor under this contract shall be through Electronic transfer (E- Mode) within a reasonable time after the certification by the Engineer In-charge.</p>	
18	<p>No bill will be entertained until wages of workers till date are paid, PF and ESI deposited for labor engaged in the work and proof of the same submitted along with the bill.</p>	
19	<p>Running bills monthly/bimonthly against work contract depending upon</p>	

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	Description	Contractor Response
	the quantum of work performed item wise shall be submitted to the finance for payment within 15 days from the date of measurement, unless there is some problem which shall be supported by documents in this regard in timely manner. Finance will process such bills for payment within 30 days after receiving the bills in Finance.	
20	Final bills against work contracts shall be submitted to finance within two months from date of actual completion of work or within one month from date of measurement whichever is earlier unless there is some problem which shall be supported by a document in this regard in timely manner. Finance will process such bills for payment within one month after receiving the bills in Finance.	
21	No excuses like hindrance because of extreme weather conditions, availability of labor and material etc. will be entertained for not completing the work.	
22	The gate passes/ biometric cards/tokens issued by the CISF UNIT shall have to be returned to the pass section of CISF after completion of work, failing which recovery at the rate as applicable shall be made from the contractor.	
23	The contractor shall ensure proper safety of all the workmen, materials, plant and belonging to him or to BHEL or to others, working at or near the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both relevant legislation and the engineer-in-charge as he may deem necessary.	
24	Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to their need at his own cost as may be directed by engineer-in-charge who will also have the right to examine these safety equipment /PPE to determine their suitability reliability, acceptability and adoptability.	
25	Contractor may have to complete the work earlier as advised by Site In charge even before the scheduled period of completion as per the urgency of the work. No excuse for overall completion period will be entertained.	
26	Liquidated Damage clause: In case of slow progress of work or insufficient deployment of work force on site for completion of work as per schedule or any other reason attributable to the contractor only an Liquidated Damage charge of 1% of the estimated value of that work/project per day to a value of maximum 10% of the work in arrear will be imposed on the contractor. The reason shall be suitably recorded by BHEL. The decision of the Engineer in charge of BHEL shall be final in this regard.	
27	In case contractor is unable to deploy sufficient manpower for timely completion of the work due to non-availability or any other reason, BHEL will have the right to deploy required manpower from any source at contractor's risk and cost. The decision of the Engineer in charge of BHEL shall be final in this regard.	
28	Contractor must sign on all pages and fill up the offer in all respect. Incomplete offer like cutting/ over writing without authentication is liable to be rejected. If undertaking provided in the tender document is not properly filled or signed, offer is liable to be rejected.	
29	BHEL reserves the right to cancel the tender at any stage of tendering till signing of agreement without assigning any reasons thereof. Tender cost in	

Signature of Issuing Officer

Signature of Bidder/Tenderer

	Description	Contractor Response
	that event shall not be refunded.	
30	If the rates quoted rates either on unreasonably higher or lower side of our estimate will stand rejected and will not be considered.	
31	Before submitting any bill to this office the contractor must ensure that they have deposited the GST with Government of India against all payments received by them for work carried out under this department. Contractor shall submit a proof of the same. No bills will be processed unless proof is submitted.	
32	Conditional offers will be rejected.	
33	BHEL reserves the right to cancel the contract in case the performance of the contractor is not found satisfactory. The SD/ASD of the contractor shall be forfeited in this case. While suitable and timely communication shall be made to the contractor in this regard, BHEL Engineer in-charge's decision shall be final and binding on the contractor.	

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Annexure- D

PQR (Pre- Qualification Requirement)

This section details minimum requirement on part of the bidder for Dismantling, Fabrication/repair, Erection and Painting of steel structure, Ceramic fiber lining, Mono-lane module lining & all Refractory lining maintenance work in various Furnaces of CFFP, the bidder must satisfy following criteria:

1.0 Should have Executed work of below mentioned nature.

1. Repair/Maintenance of furnaces along with refractory work.

As a proof, completion certificate(s)/Work Order(s) from the original client(s) must be submitted. Any work supporting or facilitating to above work will not be considered.

2.0 Turnover and Financial Position:

- 2.1 Average annual financial turnover for the last 3 financial years ending 31st March (i.e. for the financial years 2014-15, 2015-16 and 2016-17), must be not less than Rs.10 Lakhs.

(Copy of ITR and Balance Sheet to be submitted)

- a. Bidder must submit proof of having carried out successfully work of similar nature during last 7 years ending last date of the month previous to the one in which NIT for this work is issued. Similar work means Clause **1.0** as above

Not less than Rs.10.67 Lakhs for each of minimum three similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs. 13.34 Lakhs for each of minimum two similar completed works with any organization of repute but not the bidders own organization

OR

Not less than Rs.21.35 Lakhs for each of minimum one similar completed works with any organization of repute but not the bidders own organization.

As a proof, completion certificate(s)/Work Order(s) from the original client(s) must be submitted. In case of AMC, order value per annum will be considered for evaluation. Any work supporting or facilitating to above work will not be considered.

Signature of Issuing Officer

Signature of Bidder/Tenderer