

## **TENDER DOCUMENT**

### **CMPDIL RI-1 ASANSOL**

#### **Part -I**

|                                     |  |
|-------------------------------------|--|
| Name of work:-                      | Rate Contract for Mosquito control treatments in RI-I Campus, CMPDIL, Asansol – 4. |
| Last Date and time of submission :- | Upto15.00 Hours on 23.06.2015  |
| Date and time of opening (Part-1):- | At 15.30 Hours on 23.06.2015   |
| Place of Submission:-               | Civil Engineering Department   |

Document issued to:-

|               |  |
|---------------|--|
| Name of Party |  |
| Address       |  |
| Phone No      |  |

Signature of Issuing Authority  
Dy.G.M.(Civil)

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Certified that this tender document contains 23 pages in total.

**(A.Kumar)**  
**Dy.G.M.(Civil)**



**cmpdi**  
A Mini-Ratna Company

सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट)  
आसनसोल-७९३३०४

**CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED**  
Regional Institute – 1, G. t. Road (w), Asansol – 713304  
Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R),  
EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935  
Email: cmpdi1@sancharnet.in, cmpdi\_asl@dataone.in



Cert No.CI/8656

संख्या: CMPDI/RI-1/Civil/RT/2015-16/398

दिनांक 12.06.2015

## **TENDER NOTICE**

Sealed **Overall percentage (%)** Tenders are invited from the registered and eligible experienced contractors enlisted/ approved at the appropriate category of Govt. Dept. or Public Sector Undertaking for the following work at CMPDI, RI-I Campus, At Asansol-4.

| Sl. No | Name of work  | Estimated amount (Rs.) (for 12months) | Earnest Money (Rs) | Application Fee (Rs.) | Duration of contract                            |
|--------|---|---------------------------------------|--------------------|-----------------------|---|
| 1      | Annual Rate Contract (ARC) for Mosquito Control, Anti-Termite, Anti-Rat and Weed Control at CMPDI, RI-I campus. | 1,76,459.00                           | 1,765.00           | 100.00                | 12 consecutive calendar Months, that is, 1 year |

**Last Date and time of submission of Tender:** 23.06. 2015 upto 15.00 Hours

**Date and time of opening of Tender :( PART – I):** At 15.30 Hours on 23.06.2015

### **Issue of tender document:-**

Tender paper will be available from this office, only after verification of original credentials on any working day (excluding Sunday & Holidays) during Office working hours from **12.06.2015 to 22.06.2015** on payment of requisite Application Fee(s) for each set, between 11.00 to 15.00 hrs. Only, either in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favor of "**CMPDI Ltd, Regional Institute, Asansol**". The intending bidder must submit the documentary evidence in support of their eligibility for taking up the work, along with their offer, failing which the tender will be rejected.

**The Tender Document may be seen and down loaded from the web site <http://www.cmpdi.co.in> and / or [www.tenders.gov.in](http://www.tenders.gov.in)**

The company shall not be responsible for any delay / difficulties / inaccessibility of the downloading facility for any reason whatsoever. The downloading facility shall be available during the period of sale of tender paper.

The bidders, who will download the tender documents from the website of the company, will be **required to pay "Application Fee" by Bank Draft for like amount** at the time of submission of tenders, separately.

The bidders will be required to submit an undertaking that they will accept the tender documents as available in the website and their tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the latter shall prevail and will be binding on the bidders. No claim on this account will be entertained.

### **Eligibility criteria for taking up the work:-**

1. The intending bidder must have in his/her/their name as prime contractor(s) experience of having successfully completed **similar work** during last 7(seven) years ending 31.05.15 (i.e. eligibility period) following credentials (at least):

**Three similar completed works each costing not less than 40% of the estimated amount i.e.  
Rs 70,580.00**

**Or**

**Two similar completed works each costing not less than 50% of the estimated amount i.e.  
Rs 88,220.00**

**Or**

**One similar completed work costing not less than 80% of the estimated amount i.e. Rs.  
1,41,160.00**

**2. Average annual financial turnover of civil works during the last 3 (three) years, ending  
31<sup>st</sup> March, 2015 (i.e. during 2012-13, 2013-14 and 2014-15) should be at least 30% of the  
estimated amount i.e. Rs 52,940.00.**

**In addition to this the intending bidder must submit the following: -**

1. Copy of PAN [Permanent (I. Tax) Account Number]
2. Copy of registration with appropriate Sales tax Authorities (In relation with 'Work Contract Tax') / VAT number.
- 3 Valid Trade license, as may be applicable.
4. "Service Tax" as applicable shall be deposited by the eligible contractor, as per Service Tax Rules. This is 'MUST'. For details refer General Terms and Conditions

Copies of all the certificates to be submitted along with the tender shall be duly authenticated by the bidder, which will also be verified at the time of issue of tender document, if taken from this office.

**Submission of Tender:-**

Sealed Tender should be submitted in the prescribed form on or before 15.00 hours of **23.06.2015**, in tender box in Civil Engineering Department, CMPDI, RI-1, Asansol. Any bid received after the time will not be accepted.

Full Name and address of the bidder shall be written on the bottom left corner of the sealed cover. The tender document shall become the property of the Company and shall not be returned to the bidder.

**The Tender should be submitted in two parts in two Envelope system** with the first envelope containing credentials (duly authenticated by the bidder) in support of his qualification in accordance with Eligibility criteria along with the Earnest Money Receipt/ DD (in a separate envelope, then put inside first envelope) i. e, Part I of the tender document. The second envelope shall contain duly filled in BOQ/Price Bid (Part – II). Super scribe envelopes as EMD cover, Part-I and Part II (Price bid). Then, both the PART- I and PART- II shall be put inside a third **overall envelope** and sealed & secured and submitted.

**Validity of the offer shall be four months from opening of Price Bid/ Revised Price Bid (if any).**

The Earnest Money may be deposited in cash at the cash counter of CMPDI, RI-I or in form of Bank Draft drawn in favor of "**CMPDI Ltd, Regional Institute, Asansol**" from SBI or any Nationalized Bank. .

The date and time of opening of Price bid or Part II of the tender shall be communicated in due course of time after consideration of (first Envelope) Part I.

No tender shall be considered unless accompanied by the said Earnest Money.

The Earnest Money will be retained in case of successful bidder and refunded to the unsuccessful bidder(s) in due course and it will not carry any interest. The EMD of the successful bidder will be

dealt with as provided elsewhere in the tender document. The bidder should quote in terms of **overall percentage (%)** (At par or below or above etc.) W.r.t. the given schedule of rates. The same shall be written both in figures and in words. In the event of any discrepancy the description in word will prevail. The rate(s) should be inclusive of all incidentals, overheads, taxes, octroi, duties, leads, lifts, carriage, etc. as required for supply, execution and completion of work.

It shall be deemed that the bidder(s) has/have visited the site/ area and got fully acquainted with the working and other prevalent conditions thereof and fluctuations thereto whether he/she/they actually visited the site /area or not, and have taken all the above factors into account while quoting rates. The work shall have to be done in living quarters with minimum disturbance to domestic activities.

**The tenders shall be considered (L<sub>1</sub>, L<sub>2</sub> etc.) on the basis of quoted overall percentage only.**

**The condition of Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) of +/- 20% (in comparison to the updated Estimated Rate / Amount) as laid down in the Manual for Civil Engineering Works (MCEW) of Coal India Limited shall be applicable.**

The bidder shall closely study all specifications in details, which governs the rates for which he/she/they is/are tendering.

**All the parties are requested to be present on the scheduled date and time of opening. However their absence will not stop opening.**

The tender committee reserves the right to accept / reject any tender fully or partly or split up the work without assigning any reason whatsoever and its decision will be final as well as binding.

**(A.Kumar)**

**Dy.G.M.(Civil)**

Copy to: -

1. The Regional Director, RI-I.
2. The Chairman, Tender Committee [Mr. D.Ghosh, Chief Manager (Geology)], R I – I.
3. The General Manager (Civil), CMPDIL, HQ Ranchi- 834 031. –  
With request to arrange to display the notice.
4. The G M (civil), ECL, Sanctoria, –do-
5. The Executive Engineer, PWD, Court Road, Asansol – 713 304, –do-
6. The HOD (Civil), RI – II, III, IV, V, VI and VII, –do-
7. The HOD (Finance), RI-I
8. The Officer-in-Charge P&A Dept., RI-I,
9. All the Drilling Camps, [Through H.O.D. (Exploration) (3copies)]. (One copy for each Camp). ---With request to arrange to display the notice.
10. Cash Section, RI – I.
11. Notice Board, RI-I.

**(A.Kumar)**

**Dy.G.M.(Civil)**



*cmpdi*  
A Mini-Ratna Company

सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट)  
आसनसोल-७९३३०४  
CENTRAL MINE PLANNING & DESIGN INSTITUTE LIMITED  
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EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935  
Email: cmpdi1@sancharnet.in, cmpdi\_asl@dataone.in



### UNDERTAKING BY TENDERER(S)

I, ..... proprietor/ partner/ accredited representative of M/s ..... solemnly declare that:

1. We are submitting tender for the work "**Annual Rate Contract (ARC) for Mosquito Control, Anti-Termite, Anti-Rat and Weed Control at CMPDI, RI-I campus.**" against tender notice no. CMPDI/RI-1/Civil/2015-16/ 398 Dated 12.06.2015. I/We- partners of the firm am/ are not related to any employee of CIL and its subsidiaries.
3. All information furnished by me/us in respect of fulfillment of eligibility criteria & qualification information of this tender is complete, true & correct.
4. All documents/ credentials submitted through this tender are genuine, authentic, true & valid.
5. I/ we have not been banned/ de-listed by any Govt./ PSU organization.
6. If any information & document submitted is found to be false/ incorrect anytime, department may cancel my tender & action as deemed fit may be taken against me/ us, including termination of the contract, forfeiture of all dues including EMD & banning/ de-listing of my/our firm.

.....  
Signature of Tenderer

.....  
Name of Tenderer (IN BLOCK CAPITAL)

Position in the Company/Firm (proprietor/partner/legal representative etc): .....

.....  
Date: .....

Place: .....

Official Seal (Stamp):



**cmpdi**  
A Mini-Ratna Company

सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड  
रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट)  
आसनसोल-७१३३०४

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Email: [cmpdi1@sancharnet.in](mailto:cmpdi1@sancharnet.in), [cmpdi\\_asl@dataone.in](mailto:cmpdi_asl@dataone.in)



## **UNDERTAKING BY TENDERER(S)\***

(\*ONLY FOR THOSE WHO HAS (HAVE) DOWNLOADED THROUGH WEBSITE)

I/We, ..... , proprietor/ partner/Legal Attorney/accredited representative of M/s ....., solemnly declare that:

1. I/we accept the Tender Document as (I/we have) downloaded the same from the website <http://www.cmpdi.co.in/www.tenders.gov.in> unconditionally.

And

2. I/we understand and fully accept that the Tender Document thus obtained by me/us will be rejected if found incomplete and/or if any tampering and/or discrepancy is found therein in comparison to the Master Copy or Office Copy of the said Tender Document.
3. I/we further assure and accept that I/we shall accept the Office Copy version of the Tender Document and shall not raise any objection in any form or shall not make any hindrance to the tendering process in case of such rejection.

### Signature of Tenderer

**Name of Tenderer (IN BLOCK CAPITAL)**

Position in the Company/Firm: (proprietor/partner/legal representative etc): .....

Date: .....

Official Seal (Stamp):

## **General Terms & Conditions**

### **1. Definition**

(i) The word "Employer" or "Company" wherever occurs in the condition, means the Regional Institute –1, Central Mine Planning & Design Institute, Asansol, A Subsidiary of Coal India Limited represented by the Chairman-cum-Managing Director, headquarters at the CMPDIL, Gondwana Place, Kanke Road, Ranchi - 834008, Jharkhand, or his authorized representative or any other officer specially deputed for this purpose.

(ii) "Principal Employer" means the Coal India Limited or any of its subsidiaries or the officer nominated by the company to function on its behalf. Read I (i) above.

(iii) The word " Contractor/Contractors" wherever occurs means the successful tenderer/ tenderers who has/have been given written intimation about the acceptance of the tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individuals, firm or Company, as the case may be.

(iv) "Site" means the land and / or place including any building or structure within RI – I campus, CMPDIL, Asansol 713 304, dist. Burdwan, West Bengal.

(v) The term "Sub contractor" as employed herein, includes those having a direct contract with contractor either on price rate, time rate or any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.

(vi) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of the persons empowered in this behalf by the company.

(vii) "Engineer-in-charge" (E-i-C) shall mean the officer nominated by the company in the Civil Engineering Cadre /Discipline who is competent to direct supervisors and authorized to be in charge of the works for the purpose of this contract. The Engineer-in-charge /Designated Officer-in-charge who is of an appropriate seniority, will be responsible for supervising and administering the contract, certifying the payments due to the contractor, valuing variations to the contract, awarding extension of time and valuing compensation events. The Engineer-in-charge /Designated Officer-in-charge may further appoint his representatives i.e. another person/ Project manager or any other competent person and notify to the contractor who is directly responsible for supervising the work being executed at site, on his behalf under their Delegation of Powers of the Company. However, overall responsibility, as far as the contract is concerned, will be that of the Engineer-in-charge /Designated Officer-in-charge.

(viii) The "Contract" shall mean the notice inviting tender, the tender as accepted by the company, the work order issued to the contractor and / or the formal contract agreement executed between the company and the contractor together with the documents referred to therein including general terms and conditions, special conditions, if any, scope of work, freezed terms and conditions/ Technical parameters/ scope of work and revised offer, if any, specifications, drawings, including those to be submitted / to be handed over during progress of work, schedule of quantities with rates and amounts.

(ix) A "Day" means a day of 24 hours from midnight to midnight.

(x) The "Work" shall mean the work required to be executed in accordance with the contract/ work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted work or any work of emergent, which in the opinion of the Engineer-in –charge become necessary during the progress of the work to obviate any risk or accident or failure or become necessary for security.

(xi) "Schedule of rate" (SOR) referred in this condition shall mean the Schedule of Rate for different items of works under this Tender Notice as well as Work Order, reached (awarded) through this call of Tender.

(xii) "Contract amount/Award Value" shall mean: The total sum arrived at based on the rates quoted by the tenderer for the various items shown in the "Bill of Quantities" of this "Tender Document", accepted by the company with or without any alteration as the case may be.

(xiii) "Written notice" shall mean a notice or communication in written and shall be deemed to have been duly served if delivered in persons to the individuals or to a member of the contractors firm or to an office of the company for whom it is intended or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

- (xiv) "The letter of acceptance of tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions conditioned in that letter.
- (xv) "Department" means the Civil Engineering Department of Regional Institute –1, Central Mine Planning & Design Institute Limited, Asansol – 713 304, a subsidiary of Coal India Limited.
- (xvi) "Act of insolvency" means as it is designated by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- (xvii) The words indicating the singular only also include the plural and vice-versa where the context so requires.

## **2. Discrepancies in Deemed Contract Document & Adjustments thereof**

The document forming part of the "Tender Notice" and "Work Order" are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantities and the specifications, the following order of preferences shall be observed.

- a. Discrepancy in bill of Quantities of work.
- b. General specification.

**2.1** In the event of varying or conflicting provision in any of the documents (s) forming part of the "Work Order", the accepting authority's decision/clarification shall hold good with regard to the intension of the document or the W/O as the case may be.

**2.2** Any error in discrepancy, quantity or rate in the bill of quantities or any omission there from, shall not vitiate the "Work Order" or release the contractor from discharging his obligations under the W/O including execution of work according to the drawings and specifications forming part of the particular contract document.

**2.3** Any difference detecting in the tender/ tenders submitted resulting form:

- (a) Discrepancy between description in word and figures, the rate, which corresponds to the word quoted by the contractor, shall be taken as correct.
- (b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit, rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- (c) Discrepancy in totaling or carry forward.

The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the originally sum quoted by the tenderer along with other tender/ tenders. Rounding off to the nearest rupee should be done in the final summary of the amount instead of in totals of various sections of the offer.

## **3. Security Deposit:**

**3.1 The total security deposit including Earnest Money** already deposited shall be 10% (Ten percent) of the award value or the revised award value, if any or Value of work whichever is more. **The balance (balance of Earnest Money) amount of the Security Deposit** shall be recovered from bills of the contractor for the work done under the contract, on the "Accepted Bill Value" from each bill and shall remain at the disposal of the company as security for the satisfactory performance for the "Defect Liability / Liabilities" for the work, up to completion of "Defect Liability" period in accordance with the provision of the Work Order. **The Security Deposit (including earnest money) shall not carry any interest.**

**3.2** The Company shall be at liberty to deduct / appropriate from the security deposit such sums as are due and payable by the contractor to the company as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

The refund of security deposit shall be subject to company's right to deduct / appropriate its due against the contractor under this contract or under any other contract.

**3.3** On completion at the entire work and certified as such by the Engineer-in-charge and on passing of the final bill by the Department, **the Security Deposit ("Retention Money") shall be refunded to the contractor on the expiry of six months from the date of completion as certified by the Engineer-in-charge** subject to the following conditions:

Any defect / defects in the work, even if detected after issue of completion certificate is / are rectified to the satisfaction of the Engineer-in-charge within the said period of six months.

#### **4. Deviations / Variations in Quantities and Pricing:**

The quantities given in the "Schedule of Quantities" are based on the estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract.

**4.1** The company through its Engineer-in-charge (E I-C) or his representative shall without radically changing the original scope and nature of work, under Work Order have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer-in-charge or his representative on behalf of the company. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate / rates as are specified in the contract / work order.

**4.2** The right is reserved to cancel any item of work included in the Bill of Quantities (BOQ) or portion thereof, in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the "Work Order" nor invalidate any of the provisions thereof.

**4.3** If the additional, altered or substituted work includes any class of work for which rate /rates is/are not specified in the contract/work order, rate for such items shall be determined by the Engineer-in-charge as follows:

**4.4** The company through its Engineer-in-charge or his representative, on behalf of the company, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Engineer-in-charge make No claim from the contractor shall be entertained/ accepted on those grounds.

#### **5. Time of completion of contract, Extension thereof, Defaults and Penalties.**

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order.

Immediately after the contract is executed/ the work order is issued, the Engineer-in-charge and the contractor shall agree upon a detailed time and progress chart prepared based on Bar Chart/ PERT

CPM technique on the basis of a construction schedule submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the contract document/ work order.

For the purpose of this, detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10(ten) days from the issue of letter of acceptance of the tender/ work order or handing over the site of work or handing over the reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is latest.

**5.1** If the contractor without reasonable clause or valid reason, commits defaults in commencing the execution of the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy, by a liberty, by giving 15 days notice in writing to the contractor to commence the work, to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order.

Additionally, the Company will reserve the right to debar such defaulting Contractors from participating in future Tenders for a minimum period of 1 (one) year.

**5.2** If the contractor fails to maintain the required progress in terms of the agreed time & progress chart or to complete the work and clear the site on or before the scheduled date or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the company on account of such breach, pay as compensation (Liquidated Damages) @ half percent ( 1/2 %) of the contract price per week of delay. The aggregate of such compensation / compensations shall not exceed ten percent (10%) of the total value as shown in the Work Order / Contract.

This will also apply to items or group of items for which separate period of completion has been specified.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value of work or of the contract value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the company.

**5.3(a)** The Company may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validity extended without stipulating any compensation for delay.

Or

(b) If the progress of the work or of any portion of the work is unsatisfactory, the Engineer-in-Charge shall be entitled, after giving the contractor 15 days' notice in writing, to employ another Agency for executing the job or to carry out the work departmentally either

Wholly or partly debiting the contractor with the cost involved in engaging another Agency or the cost involved in executing the work departmentally, as the case may be. The certificate to be issued by the Engineer-in-Charge for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor.

**5.4 Extension of date of completion:** On occurrences of any events causing delay as stated, hereunder, the contractor shall intimate immediately in writing to the Engineer-in-Charge.

(a) Force Majeure: - (i) Natural phenomena, including but not limited to abnormally bad weather, unprecedented flood and draught, earthquakes & epidemics.

(ii) Political upheaval, civil commotion, strikes, lockouts, acts of any Govt. (domestic / foreign) including but not limited to war, proprieties, and quarantine embargoes.

The successful bidder will advise in the event of his having to resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition.

In the event of delay due to Force Majeure for more than one month the contract may be terminated at the discretion of the company. Termination under such circumstances will be without any liability on either side.

(b) Serious loss or damage by fire.

(c) Non-availability of stores, which are the responsibility of the company to supply as per contract.

(d) Non-availability of working drawing in time which are to be made available by the company as per contract document during progress of work.

(e) Delay on the part of contractors or tradesmen engaged by the company not forming part of the contract, holding up further progress of the work.

(f) Non-availability or breakdown of tools and plants to be made available or be made available by company

(g) The execution or modification or additional items of work or excess quantity of work.

(h) Any other cause, which, at the sole discretion of the company, is beyond the control of the contractor.

**5.4.1 A Hindrance Register** shall be maintained by both department and the contractor at site to record the various hindrances, as stated above encountered during the course of execution.

Hindrance Register will be signed by both the parties. The contractor may also record his observation in the Hindrance Register. In case the contractor has different opinion for hindrance and dispute arises then the matter would be referred to Engineer-In-Charge and the next higher authority whose decision would be final & binding to the contractor & the decision to be communicated within 15 days.

**5.4.2** The contractor shall request the company in writing for extension of time within 15 days of happening of such event causing delay stating also, the period for which extension is required. The company may, considering the gentility of the request, give a reasonable extension of time for completion of the work. Such extension will be communicated to the contractor in writing by the company through Engineer-In-Charge within 1 month of the date of receipt of such request.

**5.4.3** The opinion of Engineer-In-Charge whether the ground shown for the extension of time is or is not reasonable is final. If the Engineer-In-Charge is of the opinion that the ground shown by the contractor are not reasonable and declines to the grant of extension to time, the contractor cannot challenge the soundness of the opinion by reference to arbitration.

The opinion of Engineer-In-Charge that the period of extension granted by him is proper or necessary is not, however, final. If the contractor feels that the period of extension granted is inadequate he can appeal to the CGM (Civil)/ GM (Civil)/ CE (Civil)/of the company for consideration on the question whether the period of extension is or is not proper or necessary.

**5.4.4** Provisional extension of time may also be granted by the Engineer-In-Charge during the course of execution, on written request of extension of time within 15 (fifteen) days of happening of such event as stated above, reserving the company's right to impose/waive penalty at the time of granting final extension of time as per contract agreement/work order.

**5.4.5** When the period for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the contractor or the Department or of both. The extension will have to be by Party's agreement, express or implied.

In case the contractor does not apply for grant of extension of time within 15(fifteen) days of the hindrance occurring in the execution of the work and the department wants to continue with the work beyond the stipulated date of completion for reason of the work having been unavoidably hindered, the Engineer-In-Charge can grant extension of time even in the absence of application from the contractor. Such extension of time granted by the Engineer-In-Charge is valid provided the contractor accepts the same either expressly or implied by his action before and subsequent to the date of completion. Such extension of time will be without prejudice to company's right to levy compensation under the relevant clause of the contract.

The contractor shall however use his best efforts to prevent or make good the delay by putting endeavors constantly as may be reasonably required to him to the satisfaction of Engineer-In-Charge

## **6. Inspection.**

**6.1** All work under execution in pursuance of the contract shall be open to inspection and supervision by the Engineer-in-Charge or by his authorized representative or any other official of higher rank or any other person authorized by the company in his behalf & the contractor shall allow the same.

**6.2** Access to the work: The Engineer-in-Charge and any person authorized by the company shall at all-time have access to the work and place where the work is being prepared

**6.3** Inspection of work: No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or the Engineer-in-Charge's representative or any other officer nominated by the company for the purpose.

**7. Defects appearing after acceptance:** Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-Charge, from lack of conformance with the specifications, shall, if so required by the Engineer-in-Charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-Charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

**8. Payments:** Payment may be made once in a month or at intervals stipulated in the work order. Payment of bill shall be made on the Engineer-In-Charge's certifying the sum to which the contractor is considered entitled for the following:

(i) Payment for excess quantity of work done with the written instructions of the Engineer In Charge for items already appearing in the bill of quantities of work with approved rates, will be made along with the on accounts bills only up to 10% of the quantity provided in the Work Order subject to overall value of work not exceeding award value.

(ii) GM (Civil) of the company may authorize interim payment for excess work done up to 20% of the quantity of work provided in the Bill of Quantity of the work awarded from Company level and Regional Institute level respectively subject to overall value of work done does not exceed the contract value.

(iii) Extra items of work executed will be paid on specific written authorization of GM (C) of the company provided that the value of such extra items of work when added together is not more than 10% of the award value and the total gross payment including excess quantity does not exceed the award value.

Balance amount on account of excess quantity and extra items of work executed shall be paid after deviation estimate / revised estimate regularizing the extra items and excess quantities of work is sanctioned by the competent authority of the company with the concurrence of the Finance Department of the company.

**8.1** The company reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realized from the contractor's dues, if any, with Coal India Limited or any of its subsidiaries.

**8.2.** Income tax deduction @ 2% (Two percent) of the gross value of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department.

Sales tax / VAT on works contract shall be payable by the contractor. If, however, the company is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the company does not take any responsibility to do anything further in this regard.

### **8.3. "Service Tax"**

**8.3.1** Service tax registration no. is required to be submitted by the tenderers.

**8.3.2.** Service tax if applicable shall be extra. *Prima facie* it is contractor's responsibility to deposit "Service Tax" on the applicable Value of services and can be claimed /reimbursed on submission of an affidavit on non-judicial stamp paper duty, attested by notary with regard to Payment of service tax that " Payment of service tax of the preceding month has been made by me vide challan no. ..... Dated ....."

**9. Termination, Cancellation, Suspension and Foreclosure of Contract:** The company shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the "Work Order" in full or in part, if the contractor: -

a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Engineer In Charge, then on the expiry of the period as specified in the notice.

**Or**

b) Commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Engineer in Charge, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

**Or**

c) Obtains a contract with the company as a result of ring tendering or other non-bonafied methods of competitive tendering.

**Or**

d) Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favor in relation to the obtaining or execution of this or any other contract for his company.

**Or**

e) Fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the company, then on the expiry of the period as may be specified by the Engineer In Charge in a notice in writing.

**Or**

f) Transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Engineer In Charge. The Engineer In Charge may by giving a written notice, cancel the whole contract or portion of it in default.

**9.1.** The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary Liquidation proceedings for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.

c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.

d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the company is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the company in this respect shall be final and binding which is to be intimated in writing to be legal representative or to the partnership concern.

**9.2** On cancellation of the contract or on termination of the contract, the Engineer In Charge shall have powers:

a) To take possession of the site and any materials, constructional plant, equipment, stores etc. thereon.

b) To carry out the incomplete work by any means at the risk and cost of the contractor.

c) To determine the amount to be recovered from the contractor for completing the remaining work or in the event the remaining work is not to be completed the loss/damage suffered, if any, by the company after giving credit for the value of the work executed by the contractor up to the time of cancellation less on a/c payments made till date and value of contractor's materials, plant, equipment, etc. taken possession of after cancellation.

d) To recover the amount determined as above, if any, from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the company shall not however arise in the case of termination of the contract for death/demise of the contractor.

e) To give the contractor or his representative of the work 7 (seven) days' notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Engineer In Charge shall fix the time for taking such final

Measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Engineer-In-Charge as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.

**9.3 Suspension of Work:**

i) The company shall have power to suspend the work or any part thereof and the Engineer In Charge may direct the contractor in writing to suspend the work, for such period and in such

manner as may be specified therein, on account of any default on the part of the contractor, or for proper execution of the work for reasons other than any default on part of the contractor, or on ground of safety of the work

ii) In the event of suspension for reasons other than any default on the part of the contractor, extension of time shall be allowed by the company equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent necessary during such suspension.

The contractor shall carry out the instructions given in this respect by the Engineer-In-Charge & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

**9.4** The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor. In the event of termination or suspension of the contract, on account of default on the part of the contractor, as narrated hereinbefore, the security deposit and other dues of this work or any other work done under this company shall be forfeited and brought under the absolute disposal of the company provided, that the amount so forfeited shall not exceed 10 (ten) percent of the contract value.

**9.5 Foreclosure of work:**

If at any time after acceptance of the tender the company decides to abandon for any reason whatsoever the company, through its Engineer- In-Charge, shall give notice in writing to that effect to the contractor. In the event of abandonment the company shall be liable: -

a) To pay reasonable amount assessed and certified by the Engineer-In-Charge of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labor and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labor/staff quarters, office etc.

b) To pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

To pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure. Including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the company should be in good condition and the company may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Engineer-In-Charge.

c) To take back the materials issued by the company but remaining unused, if any, in the work on the date of abandonment / reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.

d) To pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

**10. Abnormally High Rate (AHR) and Abnormally Low Rate (ALR) Items:**

10.1. For identification of AHR and ALR items the ceiling of +/- 20% respectively; when compared with the updated estimated rate; is considered as reasonable.

10.2. For identified Abnormally Low Rate (ALR) items (For overall percentage rate tenders, for ALR, this shall be applicable for the entire items), **the contractor will be required to deposit with the company the difference in amount calculated between the Departmental Justified Rate multiplied by the quantity of a particular ALR item and the ALR quoted by the Contractor multiplied by the quantity of the same item.** The total amount to be deposited will be the sum total of all the identified ALR items calculated as per the method outlined above.

10.3 The amount so retained will be refunded on successful completion of the individual items of work.

**11. Completion Certificate**

Except in cases where the contract provides for "Performance Test" before issue of completion certificate, in which case the issue of completion certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Engineer-In-Charge. The Engineer-in-Charge and or any other Officer, nominated for the purpose by the company, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Engineer-In-Charge are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects / remove deficiencies within the period and in the manner to be specified therein. In such cases completion certificate will be issued by the Engineer-In-Charge after the above rectifications are carried out / deficiencies are removed by the contractor to the satisfaction of Engineer-In-Charge.

In the event there is no deficiency or the deficiencies are of a minor nature and the Engineer-In-Charge is satisfied that the contractor has already made arrangements for rectification, or in the event of the contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the company departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the completion certificate indicating the date of completion of the work, deficiencies to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons thereof.

**(A.Kumar)**  
**Dy.G.M.(Civil)**

## **SCOPE OF WORK**

1. This is essentially a “Rate Contract” and the works are to be done as per monthly schedule mentioned in Bill of Quantities or Schedule of Items. **Monthly or ‘work-wise’ bills or final bill**, as the case may be, are to be raised according to the works done following the items involved therein and the units & rates thereof. This being an ‘Rate Contract’ only, there is monthly item-wise activities or works, like outdoor spraying, indoor spraying and fogging, using different chemicals, which will lead to total value or ‘**Award Value**’ of the contract. As and when **special spraying and / or fogging etc. works will be required**, those will have to be done after receiving specific instructions from Civil Engineering Department of RI-I on behalf of Regional Director RI-I, CMPDI, or under Direct instruction by the R.D, RI-I, CMPDI. Those works will be paid following awarded rates of this Rate Contract
2. Of the required materials only the chemical having trade name ‘Baytex 1000’ shall be supplied by the ‘Department’ for outdoor (in drains, bushes, puddles, garbage vats etc.) spraying. All other chemicals (for indoor spraying injecting and fogging), equipment, portable gun for fogging, oil for dilution of chemicals, labor etc. shall be provided by the contractor(s) unless otherwise instructed in specific cases / works. **All other chemicals required for other items will be procured and used by the contractor and the quoted rate must include cost of these chemicals and pesticides taxes etc.**
3. The responsibility of keeping the materials brought in and / or used by the contractor(s) safely without obstructing anything and without causing any difficulty to any person, activity or movements, etc. shall lie fully on the contractor(s). **As the said chemicals are poisonous, safe storage and use without any harm to anybody is the total responsibility of the Contractor(s). Any loss/harm caused to anybody will be on contractor’s risk.**  
However, space may be provided by the authorities for the materials brought in by them for the works of the Institute (RI-I), which shall not be treated as a claim.
4. Quality of the works as certified (or notified) by the Engineer-in-Charge shall be final and binding on the contractor (s). For unsatisfactory quality of works/part of works the same shall made good without any payment / claim whatsoever.
5. Each and every works shall be completed within the specified time limit of a week or month.
6. The contractor/contractors himself / themselves or his / their authorized representative shall report to the Department / RI-I weekly so that commencement and completion of work as well as quality of work under each item can be observed.

**(A.Kumar) .**  
**Dy.G.M.(Civil)**

**Accepted**

Signature of bidder: .....  
Name & address of bidder: .....  
Date:

## **SPECIAL TERMS AND CONDITIONS**

(1) The successful bidder shall collect signature from the assigned/nominated representatives of “**Colony Committee**” or from residents of the respective quarters, - that indoor spraying have been properly executed for **mosquito control, anti-termite and anti-rat treatment**.. Similarly, for outdoor spraying of ‘Baytex 1000’ signature of the assigned/nominated representatives of “**Colony Committee**” or as many numbers of the residents as possible should be collected and submitted. **For ‘Fogging’ also the similar procedure shall be followed. The decision regarding signature by the “Colony Committee” members or by the residents, as stated above, shall be decided by the department from time to time, as per development/decision by the Management and shall be conveyed time to time respectively.** Area for weed control will be measured jointly with representative of Engineer-In-Charge and the contractor or his authorized representative.

(2) Payment for **mosquito control, anti-termite and anti-rat treatment** will be processed as per the certificate of Colony Committee members or residents of the concerned quarter or as decided and certified by the GM (Civil)/HOD(Civil), RI-1, as the case may be. Payment for weed control will be made as per the area recorded by joint measurement and certified by the Civil Engineering Department.

(3) Before award of work the successful bidder shall submit a ‘Guarantee’ for ensuring deployment of portable gun for ‘Fogging’ operation, - either of their own or through rental arrangement, whatsoever, without affecting the work and without causing any concern to the ‘Department’ / CMPDIL, RI – I.

(4) As the nature of work is directed towards curbing growth of mosquito population and/or health hazard arising thereof, any failure may entail scrapping of the contract, that is, terminating award of work, - whatsoever may be the reason(s).

(5) Contractor(s) should have contact phone number so that he / she/ they can be contacted throughout the year.

**(A.Kumar )  
Dy.G.M.(Civil)**

Accepted

Signature of Bidder: .....

Name of Bidder: .....

Date:

## **TENDER DOCUMENT**

### **CMPDIL RI-1 ASANSOL**

#### **Part -II**

|                                     |  |
|-------------------------------------|--|
| Name of work:-                      | Rate Contract for Mosquito control treatments in RI-I Campus, CMPDIL, Asansol – 4. |
| Last Date and time of submission :- | Upto15.00 Hours on 23.06.2015  |
| Date and time of opening:-          | Will be informed latter on evaluation of Part I to qualified tenderer of Part I    |
| Place of Submission:-               | Civil Engineering Department   |

Document issued to:-

|               |  |
|---------------|--|
| Name of Party |  |
| Address       |  |
| Phone No      |  |

Signature of Issuing Authority  
Dy.G.M(Civil)

## Bill of Quantities

| Sl. No. | Description of Work  | Unit   | No. of times 12 months                 | Updated Rate (Rs.), per month | Amount (Rs.) for 12 months |
|---------|--|--|--|-------------------------------|----------------------------|
| 1       | Eradication of larva by spraying "Baytex-1000" diluted in water at the proportion prescribed in manufacturers' specification: in drains, bushes, garbage vats, water pools etc., that is, at all probable growth centers of mosquito larva inside RI-I Campus, CMPDIL. <b>Baytex-1000 will be supplied by the Department.</b>              | Per Month (that is for 8 times)                | 96 times (that is, 8 times in a month) | 2373.54                       | 28482.53                   |
| 2       | Indoor spraying on spaces by chemical emulsification like Malathion Pyretherum Extra to be mixed with proportionate water as mentioned by the manufacturer and to be sprayed @ 15ml./20ml. Emulsification per 100 cft. Of area in all residential quarters & rest house. Chemicals and equipment(s) will be supplied by the contractor(s). | Each time, that is, per month                  | 12 times (once in a month)             | 4890.12                       | 58681.42                   |
| 3       | Fogging entire RI-I Campus with Malathion or any other approved chemical, with portable gun, mixed in oil as per manufacturers' specification. Chemical, oil and equipment will be supplied by the contractor(s).  | Each time, that is, per month                  | 12 times (once in a month)             | 5144.03                       | 61728.37                   |
| 4       | Anti-termite treatment inside all the buildings of RI – I Campus, twice in a month, including supply of all required and recommended insecticides / pesticides as well as allied materials and sprayer etc   | Per month (that is, two times in a month).     | 24 times in a year                     | 1545.38                       | 18544.56                   |
| 5       | Anti-rat treatment in open Campus as well as in buildings (On demand/as directed), twice in a month, including supply of all required and recommended pesticides / rat control chemicals etc, and including supply & application of food items (for applying / mixing with anti-rat  | Per month (that is, for two times in a month). | 24 times in a year                     | 751.80                        | 9021.66                    |

|            |                    |           |  |  |
|------------|--------------------|-----------|--|--|
| chemicals) |                    |           |  |  |
|            | <b>TOTAL =</b>     | 176458.54 |  |  |
|            | <b>Rounded off</b> | 176459.00 |  |  |

(Rupees one lakh seventy six thousand four hundred fifty nine) only.

A.Kumar  
Dy.G.M.(Civil)

Quoted overall % above/at par/below:-

On the basis of above mentioned departmental rates and amounts we agree to execute the works at an overall .....% above/at par/below the above BOQ rates.

Date:.....

Place:.....

.....  
Signature of Proprietor/  
Authorized Person

.....  
(NAME OF THE SIGNATORY IN BLOCK CAPITAL)

Address:-

.....  
(OFFICIAL SEAL)

Telephone No: (If any): .....

Mobile phone No (If any): .....

Note: Fill in next page that is in Quotation form also.

|   |   |   |   |
|---|---|---|---|
|  | <b>cmpdi</b><br><i>A Mini-Ratna Company</i> | सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट<br>लिमिटेड रिजनल इन्स्टीच्यूट-१ जी.टि.रोड (वेस्ट)<br>आसनसोल-७९३३०४<br><b>CENTRAL MINE PLANNING &amp; DESIGN INSTITUTE LIMITED</b><br>Regional Institute – 1, G. t. Road (w), Asansol – 713304<br>Gram: MINEPLAN; Phone: RD 225-3504 (O), 225-4133 (R),<br>EPABX : (0341) 225 2086/2916/2001/2654, Fax –(0341) 225 0935<br>Email: <a href="mailto:cmpdi1@sancharnet.in">cmpdi1@sancharnet.in</a> , <a href="mailto:cmpdi_asl@dataone.in">cmpdi_asl@dataone.in</a> | <br><br>Cert No.CI/8656 |
|---|---|---|---|

## **TENDER FORM** **(TENDER BY THE BIDDER / AGENCY)**

We have gone through the tender document, terms & conditions and specifications for the work “Annual Rate Contract (ARC) for Mosquito Control, Anti-Termite, Anti-Rat and Weed Control at CMPDI, RI-I campus.”. We have visited the site also. We agree to all the terms and conditions and technical specifications.

We quote overall .....% above/ at par/ Below the Enclosed Estimated rates/BOQ rates.

Our total quoted amount for the total work as per our overall quoted percentage is Rs.....  
..... (Rupees.....  
Only.

Date:.....

Place:.....

Signature of Proprietor/  
Authorized Person

.....  
(NAME OF THE SIGNATORY IN BLOCK CAPITAL)

Address:-

.....  
(OFFICIAL SEAL)

Telephone No: (If any): .....  
Mobile phone No (If any): .....

Note: For authorized person enclose letter of authorization in original on non-judicial stamp paper of at least Rs 10.00 (ten). This is mandatory.

