

Bharat Coking Coal Limited

(A Subsidiary of Coal India Limited)

Office of the General Manager

Block-II Area, P.O: Nawagarh, Dhanbad

Ref No: GM/BII/Admn/Guesthouse/11-12/1552

<u>Tender Notice for upkeep, running & maintenance of JET Hostel (Guest House) & VIP Hostel at Nehru</u> Nagar, Harina Bagan Colony

Sealed tenders are invited in two Parts (Part-I & Part-II) from the experienced and eligible contractors for taking up the following works:

SI No	Name of the work	Estimated Cost (in ₹)	Earnest Money (in ₹)	Cost of Tender Paper (in ₹)	Time of completion
1	Upkeep, running & maintenance of JET Hostel				
	(Guest House) & VIP Hostel at Nehru Nagar,	1144470.00	11445.00	500.00	2 years
	Harina Bagan Colony.				

Availability of Tender documents

26.09.11 to 13.10.11

Tender documents will be issued on all working days during the working hours except on Sundays & Holidays. In the event of the specified date for submission/opening of bids declared a Holiday the bids will be received/opened on the appointed time on the next working day. The tender document is also available on the website http://www.bccl.gov.in and can be downloaded.

Date & time of receipt/opening of Tender

- a) The tender will be received on 14.10.11 in sealed Tender Box kept in the Office of Addl. General Manager, Block-II Area from 10.00 AM to 2.00 PM.
- b) The tenders received will be opened on 17.10.11 in the Office of the Addl. General Manager, Block-II Area at 4.00 PM.

Eligibility Criteria:

The intending tenderer must have in its name as prime contractor experience of having successfully completed similar works during last 07 (seven) years, ending last day of the month previous to the one in which bid application is invited (i.e. from 01.09.2004 to 31.08.2011) should be either of the following:

03 (three) similar completed works each costing not less than the amount equal to 40% of the estimated cost.

OR

02(two) similar works completed each costing not less than the amount equal to 50% of the estimated cost.

OR

01 (One) similar completed work costing not less than the amount of 80% of the estimated cost.

Similar work means Upkeep, running and maintenance of Hostel, Guest House etc.

- 1. The tender documents can also be had from the Office of the Addl. General Manager, Block-II Area, BCCL Dhanbad during the period mentioned above on deposition of requisite cost of tender paper in form of cash or Bank Draft of Nationalized Bank/Scheduled Commercial Bank approved by Reserve Bank of India in favor of Bharat Coking Coal Limited, payable at Dhanbad.
- 2. Completed sealed tender documents (Part I & II) should be submitted at the same time.

 Part-I shall consist of terms & conditions of the tender, additional terms and condition, technical bid and credentials, if any.

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Date: 24.09.11

Part-II shall consist of tender documents as sold to the tenderers duly filled in for rates, amounts etc. i.e. price bid.

The earnest money deposited is to be submitted in a separate envelop superscribing "Earnest Money Deposit" (earnest money to be submitted in form of cash or bank draft of Nationalized Bank/scheduled commercial Bank approved by Reserve Bank of India in favor of Bharat Coking Coal Ltd., payable at Dhanbad) The bid shall be submitted in three separate envelopes.

Envelop-I should contain EMD and the cost of tender document if downloaded from the website.

Envelop-II should contain Part-I of Tender Document

Envelop-III should contain Part-II i.e. Price Bid.

Thereafter, all the three envelops should be submitted in one sealed envelope.

The Part-I will be opened only after receipt of EMD in case of downloaded tender, the cost of tender document too.

The Part-II will be opened only after:

The Committee is satisfied with the criteria fixed are fulfilled i.e., on acceptance of Part-I

- **3.** The earnest money is to be deposited as per detail given in the tender documents.
- **4.** Sales tax clearance certificate copy shall be attested be a Gezetted Officer of the Govt. (Central or State) & TIN No. and food license.
- 5. Declaration that they have not been banned or de-listed by any Govt. or Quasi Govt. or PSU.
- **6.** The Tenderers should also submit valid documents pertaining to status of Firms: Firm Registration/ Partnership Deed & power of Attorney or Affidavit regarding valid Proprietorship/Article of Association etc.
- 7. The Tenderers have to submit Permanent Account No (PAN) of Income Tax.
- **8.** Conditional and incomplete tender will not be accepted.
- 9. Issuance of tender documents does not mean that the parties are considered qualified.
- 10. The experience as given in the eligibility criteria should be in the name and style in which tender is filled.
- 11. The validity of the tender will be 120 days from the date of opening of the bid or revised price bid, if any.
- **12.** The Management of BCCL reserves the right to reject any or all tender or split the work among two or more tenders without assigning any reasons thereof.
- 13. If tender document has been downloaded from the website, the tenderers are required to deposit along with the tender, a bank draft of ₹500.00 (five hundred) only of any nationalized/scheduled commercial bank approved by Reserve Bank of India, payable at Dhanbad exclusively towards the cost of tender document as indicated above in the NIT. Any Bank Draft prepared after the scheduled closure of sale of tender documents may be liable for rejection.
- **14.** The contents of the Tender Document are also available in our office and shall be deemed as authentic. Bidders have to submit and undertaking that they will accept the tender document as available in the website and their tender shall be rejected if any tampering is there in the tender document, thus submitted.

- **15.** The bidders are required to fill the format of electronic fund transfer in triplicate which is incorporated in the tender document.
- **16.** The bidders are required to submit the affidavit only on non-judicial stamp paper or non-judicial adhesive stamp as given in **"ANNEXURE-E"**.
- 17. The successful bidders are required to sign the integrity pact as per prescribed format.
- **18.** The work will not be subject to any arbitration.
- **19.** The contractor will also abide by the special terms & conditions for upkeep running & maintenance of JET Hostel (Guest House) and VIP Hostel as given in "Annexure-A & B".
- 20. Payment to the contractor will be made on monthly basis on submission of the bill.

Addl. General Manager Block-II Area

Copy to:

- 1. General Manager, Block-II Area
- 2. Dy. GM (Administration), BCCL Koyla Bhawan, Dhanbad.
- 3. CVO, BCCL, Koyla Bhawan
- 4. All CGM/GMs of all Area of BCCL.
- 5. Asst. Commandant, CISF, Block-II Area
- **6.** General Manager (System), Koyla Bhawan for information, please.
- 7. PRO, Koyla Bhawan for publication in news papers as per norms.
- 8. Area Finance Manager/Sr. Cashier, Block-II Area
- **9.** Area Notice Board, Block-II Area.
- 10. In-Charge (Admn) Block-II Area

TENDER FOR: UPKEEP, RUNNING & MAINTENANCE OF JET HOSTEL (GUEST HOUSE) & VIP HOSTEL AT NEHRU NAGAR, HARINA BAGAN COLONY

PART - I

TECHNICAL BID

(To be submitted with Part-I envelope)



Bharat Coking Coal Limited (A Subsidiary of Coal India Limited) Office of the General Manager Block-II Area, P.O: Nawagarh, Dhanbad

Name of work: <u>"UPKEEP, RUNNING & MAINTENANCE OF JET HOSTEL (GUEST HOUSE) & VIP HOSTEL AT NEHRU</u> NAGAR, HARINA BAGAN COLONY"

1.	Name of Contractor	:	
2.	Address :		
3.	NIT Reference :		
4.	Date of Receipt of tender- up	oto :	
5.	Date of opening of tender	:	
6.	Details of EMD-	No:	Date:
7.	Money Receipt no (for issue of tender paper)	No:	Date:

Signature of Issuing Officer

DETAILED TENDER NOTICE

- 1. Tenders should be submitted in the prescribed form in time. These forms together with the proposed contract document may be obtained from the above office during normal working hours on payment of Rs. 500/- (₹ five hundred only) (non-refundable) as Application Fee for each set. The payment may be made either in Cash or by Bank Draft drawn in favour of Bharat Coking Coal Ltd. on Nationalized Bank payable at Dhanbad. General specification and description of work is enclosed with the tender document.
- 1.1 Any Bids received after the deadline prescribed as above due to any reasons whatsoever, will not be accepted.
 - In the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.
- 1.2 Tenders thus submitted shall consist of the following:
 - i) Complete set of tender documents as sold, duly filled in and signed on all pages and at different places as required of the tender documents including Part I & Part II of the tenders as per the tender notice as applicable.
 - ii) Sales Tax Registration No. (TIN No.) with latest validity attested by a Gezetted Officer (Central or State)
 - **iii)** Service Tax Registration No., Audited Balance Sheet & License of Municipal Corporation/appropriate authority.
 - iv) PAN (Permanent Account Number)
 - v) Earnest money deposit (as specified hereafter)
 - vi) Power of Attorney in the case the tender is signed by an authorised representative of the tenderer
 - vii) Full name and address of the tenderer shall be written on the bottom left hand corner of the sealed covers.
 - viii) Every tenderer must quote and promise to pay to their employees the minimum wages as fixed by Ministry of Labour & Employment, Govt. of India, New Delhi.
 - ix) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at "ANNEXURE-E".
 - x) The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. Agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.
 - **xi)** The proforma duly filled in for collecting payment through electronic mode including electronic fund transfer and authenticated by concerned Bank officials is to be submitted.
- 1.3 The tender document in which the tender is submitted by the tenderer shall become the property of the Company and the Company shall have no obligation to return the same to the tenderer.

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The bidders will be required to submit an undertaking that they will accept the tender documents as issued from the office 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.

The Bank Draft towards the cost of tender documents (Application Fee) and the undertaking of the tenderer as above shall be submitted in a separate envelope marked "Cost of Tender Documents and the Undertaking" and not with Part-I/EMD.

The Part I & Part II should also be put into separate sealed envelopes superscripted as such. Thereafter all the three envelopes should be submitted in a sealed envelope with appropriate superscription.

The date of opening of the 2nd Envelope or Part-II of the tenders shall be communicated in due course after consideration of First Envelope or Part-I.

- 1.4 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid will cause all the proposals with the bidders' participation to be disqualified.
- Earnest Money/ Bid Security @1% of the estimated cost (rounded off to nearest hundred rupees subject to maximum of Rs. 50 lakhs) is to be deposited in the form of irrevocable Bank Guarantee (from Scheduled Bank/ Branch acceptable to the owner) with validity 28 days beyond the validity of the Bid in the format given in the Bid Document in a separate envelope along with the tender. Certified Cheques and Demand Drafts will also be acceptable as Earnest Money/ Bid Security drawn in favour of Bharat Coking Coal Ltd. on Nationalized Bank payable at Dhanbad. For works valued up to ₹5.00 lakh, the earnest money may be deposited in cash or in the aforesaid form. In case of earnest money deposit by cash, cash receipt is to be submitted in a separate envelope along with the tender. Earnest Money/ Bid Security of the unsuccessful bidder shall be refunded as promptly as possible after opening of Price Bid and finalization of the tender and shall bear no interest.
- 3 No tender shall be considered unless accompanied by the said Earnest Money.
- The earnest money will be retained in the case of successful tenderer and refunded to the unsuccessful tenderer in due course and will not carry any interest. The earnest money deposited by the successful tenderer will be dealt with as provided elsewhere in the tender documents.
- Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the tenderer. Erasing or over-writing in the tender documents may disqualify the tender.
- 6 Cost of Bidding: The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible and liable for those costs.
- 7 The tenderer shall closely study all specification in detail, which governs the rates for which he is tendering.
- Sales-tax clearance certificates for the last financial year or the last assessment whichever is later or proof of filing the returns for the previous financial year should accompany the tender.

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- 9. The Company does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderers or accept the tender in part and not in its entirety.
- 10. The tenderer(s) should also state what technical/supervisory personnel he/they would be employing for supervising the work.
- 11. Full information should be given by the tenderer in respect of following:

> If an individual Full name.

Postal Address.

Place of Business.

➤ If an Proprietary Firm Name of the Proprietor

Full postal address of Firm/ Proprietors.

If partnership firm
Full name of partners.

Full postal addresses of the registered office of firm & the partners.

Registered partnership Deed.

➤ In case of Company Date and place of registration.

Memorandum & Articles of Association

Name of all the Directors.

Full postal address of the registered office & all Directors.

> Joint Venture Two or three companies/contractors participating in the tender as Joint

Venture should submit Firm-wise participation details, Banker's name, execution of work with details of contribution of each and all other relevant

details.

Notes: Joint ventures must comply the following requirements:

i) Following are the minimum qualification requirements for joint ventures:

a) The lead partner shall meet not less than 40% of all the qualifying criteria stated in the bid document.

b) The other partners shall meet not less than 30% of all the qualifying criteria stated in the bid document.

- ii) The formation of joint venture or change in the joint venture character/partners after submission of the bid and any change in the bidding regarding joint venture will not be permitted.
- iii) Any bid shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture Agreement (JV Agreement) providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between joint venture partners in the form of JV Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the joint venture. Such JV Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.

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- vi) One of the partners responsible for performing a key component of the contract shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- vii) The JV Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract shall be done with active participation of the Lead Partner.
- viii) The contract agreement should be signed jointly by each Joint Venture Partners.
- ix) An entity can be a partner in only one Joint Venture. Bid submitted by Joint Ventures including the same entity as partner will be rejected.
- 12. Changes in Constitution of the Contracting Agency:

 Prior approval in writing of the company shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.
- 13. Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection.
- 14. Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at "ANNEXURE-E".
- 15. If a Tenderer deliberately provides wrong information or submits false credentials in support of his qualifications, the Company reserves the right to terminate/rescind the contract, forfeit the EMD and other dues of the contractor and to take any other action as may be deemed fit.
- 16. An intending tenderer, after obtaining tender documents on payment of Application Fee, having doubts as to the meaning of any part of the tender documents may submit to the official inviting tender a written request for interpretation or clarification thereof. Any interpretation or clarification of the tender documents by formal addendum if issued by the official inviting tender shall be final and valid and binding on the company and the tenderers.
- 17. Tender Evaluation & Bid Assessment: The Tenders received will be scrutinized and evaluated by a duly constituted Tender Committee. The Tender Committee will examine the Comparative Statements prepared by the concerned technical department and will satisfy itself that all aspects/conditions of each offer has been properly evaluated with respect to financial implications etc.

Tenders received without Earnest Money will be rejected. The deviations from the commercial terms & conditions & the Tender specifications are scrutinized before opening of price bids. No deviations in the commercial terms & conditions will be accepted.

The Price Bids of the tenderers will have no condition. The Price Bids which are incomplete & not submitted as per instructions given in the Tender Document will be rejected. No document presented by the bidder after the closing date & time of the bid will be taken into account.

- 18. Negotiations: Price negotiation may be done only with L-1 party.
- 19. Banned or delisted Contractors:

The bidders would give a declaration that they have not been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's. If a bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSU's this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

Contd...5

- 20. On receipt of letter for acceptance of the tender issued by the Company, the successful tenderer shall execute/accept contract agreement/work order in the company's prescribed form for the due fulfillment of the contract. Failure to enter into the required contract/accept the work order issued by the company within the specified period in the work order shall entail cancellation of letter of acceptance of tender/work order and forfeiture of the earnest money. The written contract/ work order to be entered into between the contractor and the company shall be the foundation of the rights of both the parties and the contract shall not be deemed to be executed until the contract/work order is signed/accepted by both the parties i.e. Contractor and the Company.
- 21. The validity period of the tenders shall be 4 (four) months from the date of opening of price bid or revised price bid, if any. The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the company. In case the tenderer violates to abide by this, the Company will be entitled to forfeit the Earnest Money and reject the tender.
- 22. The Company reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.
- 23. This detailed Tender Notice shall be deemed to be part of the Contract Agreement/Work Order.
- 24. No subletting of work by the contractor is permissible.
- 25. In case the contractor enters into any litigation, such action should have to be taken in a court of law with jurisdiction over the place i.e. with Dhanbad Jurisdiction, where the subject work is to be executed.
- 26. **SECURITY DEPOSIT:** Total security deposit including earnest money shall be 5 % (five percent) of the contract amount or the revised contract value if any. The contractor shall deposit immediately within 28 days after receipt of Letter of acceptance of tender, the balance 4% (four) percent of the awarded value after adjustment of the earnest money already paid as initial security deposit. Failure to do so shall entail cancellation of the LOA and forfeiture of the earnest money deposit. The security deposit amount shall not carry any interest.



GENERAL TERMS AND CONDITIONS:

- 1. Definitions:
- i) "Employer" or "Company" means the Bharat Coking Coal Limited who will employ the contractor represented by the appropriate authority.
- ii) "Principal Employer" means the Bharat Coking Coal Limited or the officer nominated by the Company to function on its behalf.
- The word "Contractor/Contractors" wherever occurs means the successful tenderer/tenderers who has/have deposited the necessary earnest money and has/have been given written intimation about the acceptance of 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 individual, firm or Company, as the case may be.
- iv) "Accepting Authority" shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered in this behalf by the company.
- v) The "Contract" shall mean the notice inviting tender, the tender as accepted by the Company, the work order issued to the contractor, and 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, frozen terms & conditions/technical parameters/scope of work, if any, to be submitted with rates and amounts.
- vi) A "Day" shall mean a day of 24 hours from midnight to midnight.
- vii) "Schedule of Rates" referred to in this conditions shall mean the standard schedule of rates prescribed by the company and the amendments issued from time to time.
- viii) "Written notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the individual 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.
- ix) "Letter of Acceptance of Tender" means letter giving intimation to the tenderer that his tender has been accepted in accordance with the provisions contained in that letter.
- x) "Department" means the Administration Department of Block-II Area, BCCL.
- xi) "Act of insolvency" means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals.
- xii) The words indicating the singular only also include the plural and vice-versa where the context so requires.
- 2. Contract Documents:
 - The following documents shall constitute the contract documents:
- i) Notice Inviting Tender/Detailed Tender Notice
- ii) Articles of Agreement/Letter of Acceptance of Tender/Work Order.
- iii) General Terms & Conditions of contract/Commercial Terms & Conditions of contract.
- iv) Additional Terms & Conditions of contract, if any.
- v) Specifications.
- vi) Schedule of quantities (or Bill of Quantities)/Schedule of work/Scope of work (to be provided by the contractor.)
- 2.1 The contractor shall enter into and execute contract agreement in the prescribed form (refer format at "ANNEXURE-F"). The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company. For any additional copies required by the contractors the price to be charged would be that of the cost of the Tender Document (Application Fee).

The contractor shall keep copy of these documents on the place of work in proper manner, so that, these are available for inspection at all reasonable times by the concerned authorities.

2.2 The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.

2.3 Acceptance of Offer:

Letter of Acceptance is an acceptance of offer by the company and it need not be accepted by the tenderer. But the tenderer should acknowledge the receipt of the order within 15 days of mailing of work order and any delay in acknowledging the receipt will be treated as a breach of contract and compensation for the loss caused by such breach will be declared by the company by forfeiting EMD.

- 3. In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold well with regard to the intention of the document or contract as the case may be.
- 4. Any difference detected in the tender/tenders submitted resulting from:
 - a. Discrepancy between description in words and figures, the rate which corresponds to the amount worked out 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. When the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or words, then the rates quoted by the Contractor in words shall be taken as correct.
 - d. Discrepancy in totaling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer alongwith 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.

5. Security Deposit:

Performance Security should be 5% of contract amount and should be submitted within 28 days of receipt of LOA by the successful bidders in any of the form given below:

- A Bank Guarantee in the form given as "ANNEXURE-C & D" in the bid document or as applicable.
- Govt. Securities, FDR or any other form of deposit stipulated by the owner.

Demand Draft drawn in favor of Bharat Coking Coal Limited on any Scheduled Bank payable at its Branch at Dhanbad.

The Earnest Money/Bid Security deposited in the form of Bank Guarantee shall be discharged when the Bidder has signed the Agreement and furnished the required Performance Security/Security Deposit. The bid security deposited in the form of Demand draft/cash shall be adjusted against the security deposit.

If performance security is provided by the successful bidders in the form of bank guarantee it shall be issued:

- (a) At Bidder's option by a nationalized/Scheduled Indian Bank.
- (b) The validity of the Bank Guarantee shall be for a period of ninety days beyond the period of contract. Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security.
- 6. The Bank Guarantee towards security deposit shall be acceptable only for values above ₹50,000/- and the Bank Guarantee shall also be valid for a minimum period of ninety days beyond the period of contract. Bank Guarantee is to be submitted in the format prescribed by the company. Bank Guarantee (will be acceptable from Nationalized/Scheduled India Bank only) shall be irrevocable.
 - 8. 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.

- 8. If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the company shall without prejudice to any other right or remedy be at 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.
- 9. Material Supply & other facilities: The Company does not undertake any responsibility for supply of any materials to the contractor.
- 10. Quality Assurance Materials and Workmanship

 The contractor shall carry out and complete the work in every respect in accordance with the contract.
- 11. The payment will be made once in a month or at intervals stipulated in the work order/contract agreement subject to submission of valid bills.
- 12. 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 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.
- 13. No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work order.
- 14. 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 contract 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 Management, 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 Management then on the expiry of the period as may be specified by Management in a notice in writing.

Or

c) Obtains a contract with the company as a result of ring tendering or other non-bonafide 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 favour 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 Management in a notice in writing.

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f) Transfers, sublets, assigns the entire work or any portion thereof. The Management may by giving a written notice cancel the whole contract or portion of it in default.

- 14.1 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 in 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 contractors 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) 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 the legal representative or to the partnership concern.
- 14.2 On cancellation of the contract or on termination of the contract, the Management shall have powers:
 - a) To carry out the incomplete work by any means at the risk and cost of the contractor.
 - **b)** To determine the amount to be recovered from the contractor.
 - c) 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.

14.3 Suspension of Work:

- i) The company shall have power to suspend the work or any part thereof and the Management 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.
- 14.4 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.

14.5 Foreclosure of contract:

If at any time after acceptance of the tender the Management decides to abandon for any reason whatsoever, the Management shall give notice in writing to that effect to the contractor.

- 15. Completion Certificate: The contractor will be provided "Job completion certificate" at the time of conclusion of the contract.
- 16. Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.
- 17. The contractor/contractors shall at all time must exercise reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India.

The contractor/contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/their work.

The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour(Regulation & Abolition) Central Rules,1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Management or by the nominated representative of the Principal Employer.

All taxes, levies, cess, royalties whether local, municipal, provincial or central pertaining to the contract are payable during the entire periods of contract, shall be to the contractor/contractors account and shall be deemed to have been included in the contracted rate for the work to be executed by the contractor. The Company shall not be liable for any taxes or levies etc. whatsoever in connection with this contract.

The company reserves the right to deduct/withheld any amount towards taxes, levies etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any Statutory Authority and the company shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

The contractor/contractors shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract which shall include cost of loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the company.

The contractor/contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.

The work shall not be sublet to any other party.

The contractor/contractors shall not pay less than the minimum wages to the labourers engaged by him/them as per wages fixed by Ministry of Labour, Govt. of India, New Delhi.

All accounts shall be maintained properly and the company shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer considered necessary and the company may arrange for witnessing the payment to the labourer by its representatives.

The company against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.

- 18. On receipt of Letter of Acceptance of Tender/Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition)Act 1970,the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Management.
- 19. The contractor shall be registered with the concerned State Govt. and the Central Govt. in respect of Sales Tax Act and the certificate having details of Registration No., period of validity etc. should be submitted to the Management.
- 20. Settlement of Disputes/Arbitration:

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the company level.

The contractor should make request in writing to the Management for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/claim failing which no disputes/claims of the contractor shall be entertained by the company.

If differences still persist, the settlement of the dispute with Govt. Agencies shall be dealt with as per the Guidelines issued by the Ministry of Finance, Govt. of India in this regard. In case of parties other than Govt. Agencies, the redressal of the dispute may be sought in the Court of Law within Dhanbad Jurisdiction.

E-PAYMENT TO SUPPLIERS / CONTRACTORS

PROFORMA FOR COLLECTING PAYMENT THROUGH ELECTRONIC MODE INCLUDING ELECTONIC FOUND TRANSFER (EFT) & ELECTONIC CLEARING SYSTEM (ECS)

- 1. Vendor/supplier/contractor Customer's name & address (with telephone no. & fax no.)
- 2. Particular of Bank Account:
 - a) Bank name.
 - b) Branch name (including RTGS code), address, telephone no. & FAX No.
 - c) 9-digit code number of the Bank & Branch (appearing on the MICR cheque issued on the bank) of 5 digit code no. of SBI.
 - d) Account type (SB account/current account or cash credit with code).
 - e) Ledger no/ledger folio no.
 - f) Account number (core banking) & style of account (as appearing on the cheque book).

3. <u>DATE OF EFFECT</u>

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or in correct information, I would not hold the user institution responsible, I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank of such e-transfer shall be borne by us.

Date:-	
	() Signature of the Customer /Vendor/ Supplier/Contractor
Certified the particulars furnished ab	ove are correct as per our records
	() Signature of the Authorized Officer

DECLARATION

I / We	hereby declare that our firm (Name of the Firm & Address) -
have not bee Quasi Government Agencies or Public Se	en banned or delisted by any State Government or Central Government or ector Undertakings.

Signature of the Bidder & Seal of firm

ADDITIONAL TERMS & CONDITION FOR UPKEEP, RUNNING & MAINTENANCE OF JET HOSTEL (GUEST HOUSE) & VIP HOSTEL AT NEHRU NAGAR, HARINA BAGAN COLONY

1. Deployment of Manpower:-

a) Manager : 1 No. b) Cooks : 2 Nos. c) Attendant : 3 Nos. d) Sweepers : 2 Nos.

e) Consumable items per month : to be served by the contractor f) Washing charges per month : to be borne by the contractor

g) Service charges & others per month : to be borne by the contractor

- 2. All the furniture will be provided by the management.
- 3. Refrigerator & water cooler will be provided by the management.
- 4. Utensils, crockery etc. will be provided by the management.
- 5. Gas arrangement for cooking is to be arranged by the contractor.
- 6. Sufficient water and coal supply will be provided by the management free of cost.
- 7. White uniforms to be provided to the workers by the contractor as prescribed by the management.
- 8. Two rooms; one for official & one for accommodation of contractor's staff will be provided by the management.
- 9. Regular spraying of insecticides in rooms, bathrooms, drains & possible areas for preventing mosquitoes and other insects should be provided by the contractor.
- 10. Arrangement should be provided by the contractor for carrying loading & unloading of luggage etc. of Guests/Visitors from gate to rooms and rooms to gate.
- 11. Arrangements to be made for washing of cloths of visitors to be got washed and ironed on chargeable basis.
- 12. The rates for food items as enclosed as "Annexure-B" are to be maintained by the contractor. The rate of food items may be reviewed after completion of one year of contract and the decision of the management in this regard shall be binding to the contractor.
- 13. Contractor should maintain a stock register of the items provide by the management.
- 14. At the time of replacement of the items, the old items should be returned to the management.

Addl. General Manager Block-II Area

"Annexure-B"

<u>"Annexure-B"</u>					
SI	Name Of Item	Quantity	Estimated Rate (in₹)		
1	Tea	1 cup (125 ml.)	2.50		
2	Coffee	1 cup (100 ml.)	6.00		
3	Cold drinks	1 bottle	9.00		
4	Potato chips	1 plate (25 gms)	8.00		
5	Finger chips	1 plate (200 gms)	9.00		
6	Papad	1 piece	2.50		
7	Salad	1 plate	4.50		
8	Pulaw	1 plate (200 gms)	22.00		
9	Veg. pakora	1 plate (75 gms)	9.00		
10	Paneer pakora	1 plate (100 gms)	27.00		
11	Sandwich	1 plate (4 nos.)	10.00		
12	Veg. chop	1 plate (2 pcs.)	9.00		
13	Toasted bread butter	1 plate (4 pcs.)	10.00		
14	Toasted bread jam	1 plate (4 pcs.)	10.00		
15	Corn flake milk		14.00		
16	Egg (made on order)	2 pcs.	10.00		
17	Rice	1 plate (150 gms)	8.00		
18	Chapatti	1 piece	1.50		
19	Dal	1 plate (200 gms)	8.00		
20	Veg. curry	1 plate (150 gms)	9.00		
21	Fried veg	1 plate (100 gms)	9.00		
22	Mixed veg curry	1 plate (150 gms)	9.00		
23	Palak paneer curry	1 plate (150 gms)	20.00		
24	Fish curry	1 plate (200 gms)	22.00		
25	Fruit custard	1 plate (150 gms)	17.00		
26	Ice cream	1 plate (50 gms)	Market Rate		
27	Curd plain	1 plate	10.00		
28	Curd raita	1 plate	10.00		
29	Curd sweet	1 plate	10.00		
30	Rasgulla	1 plate (2 pcs.)	14.00		
31	Gulab jaamun	1 plate (2 pcs.)	14.00		
32	Kalakand	2 pcs.(big size)	14.00		
33	Sandesh	2 pcs.(big size)	14.00		
34	Gopal bhog	2 pcs.(big size)	14.00		
35	Cashew barfi	2 pcs.(big size)	18.00		
36	Paratha plain	1 piece	5.00		
37	Stuffed paratha	1 piece	6.00		
38	Matar paneer curry	1 plate (150 gms)	20.00		
39	Paneer kofta curry	1 plate (150 gms)	22.00		
40	Paneer butter masala	1 plate (150 gms)	30.00		
41	Egg curry	1 plate (2 pcs.)	15.00		
42	Chicken curry	1 plate (200 gms)	30.00		
43	Chicken do-payaja	1 plate (200 gms)	32.00		
44	Chicken butter masala	1 plate (200 gms)	38.00		
45	Fish fry	1 plate (200 gms)	22.00		
46	Mixed fruit	1 plate	25.00		
47	Mutton Curry	1 plate (150 Gms)	40.00		
31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46	Gulab jaamun Kalakand Sandesh Gopal bhog Cashew barfi Paratha plain Stuffed paratha Matar paneer curry Paneer kofta curry Paneer butter masala Egg curry Chicken curry Chicken do-payaja Chicken butter masala Fish fry Mixed fruit	1 plate (2 pcs.) 2 pcs.(big size) 1 piece 1 piece 1 plate (150 gms) 1 plate (150 gms) 1 plate (2 pcs.) 1 plate (2 pcs.) 1 plate (200 gms)	14.00 14.00 14.00 14.00 18.00 5.00 6.00 20.00 22.00 30.00 15.00 30.00 32.00 38.00 22.00 25.00		

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

M/s Coal India Limited, 10, Netaji Subhash Road, Kolkata Or (Name of the Subsidiary Company with address).
Dear Sir,
In consideration of M/s. Coal India Limited/Subsidiary Company having its Registered Office at (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No dated issued in favour of M/s
We, the Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.
We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect upto and any claim received after the said date shall in no case bind the Bank.
The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the company and the said Bank shall not be released from its liability under these presents.
Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till Unless the written demand or claim under this guarantee is made by the Company with us on or before all rights of the company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
This guarantee issued by Sri who is authorised by the Bank. Under jurisdiction of

PROFORMA OF BANK GURANTEE FOR PERFORMANCE SECURITY OF THE CONTRACT

То,

Re: Bank Guarantee in respect of Contract NoDated Between (Name of the Company) and(Name of the Contractor) M/s(Name and address of the Contractor) (hereinafter
called "the Contractor" with M/S (name of the Company) (hereinafter called "the Company") to execute (name of the contract and brief description of work) on the terms and conditions contained in the said contract.
It has been agreed that the Contractor shall furnish the Bank Guarantee from a Nationalised/ Schedule bank for a sum of Rs as security for due compliance and performance of the terms and conditions of the said contract.
The (name of the Bank) having its Office at has at the request of the Contractor agreed to give the Guarantor hereinafter contained.
We, the
Any such demand shall be conclusive as regards the liability of the Contractor to the company and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between the company and the Contractor regarding the claim.
We, the
This Guarantee shall remain in force until the dues of the company in respect of the said sum of Rs and interest are fully satisfied and the Company certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the company that the company shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the contractor and to forebear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the company or any indulgence by the Company to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect or relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above the Bank shall pay to the company the said sum of Rs or such lesser sum as may then be deemed to the Company and as the Company may require.
Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs the guarantee shall remain in force till the day of and unless the guarantee is renewed or claim is preferred against the bank within six months from the said date all rights of the Company under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.
This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
The Bank has under its constitution power to give this Guarantee and Sri who has signed it on behalf of the Bank has authority to do so.
Dated., this day of
Signature of the authorized person
For and on behalf of the Bank Place Under jurisdiction of court only.
(This is applicable for Turn Key Contracts Only)

"ANNEXURE-E"

PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE TENDERER

Non Judicial Stamp Paper Rs. 5/-

AFFIDAVIT	
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	M/ssolemnly declare that: I am/ We are submitting Tender for the Workagainst Tender Notice Nodt
1.	I or our partners do not have any relative working in BCCL. I / We do have any relative work in BCCL(Please strike off which is
	not applicable.)
2.	All information furnished by me/us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
3.	All documents/ credentials submitted alongwith this Tender is genuine, authentic, true and valid.
4.	If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.
5.	None of the partners of the firm has either individually or collectively been involved in criminal offences.
	Signature of the Tenderer
	Dated

Seal of Notary

PROFORRMA FOR EXECUTION OF AGREEMENT

(Specimen to be vetted by Legal Department))

STAMP PAPER.
This agreement is made on
requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of
whereas the Company invited tenders for the work of "" and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.
 2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz. i) Tender Notice (Page to)
 ii) General Terms and conditions, Special Conditions and General Technical Specification (page To) iii) The probable Quantities and Amount (Page to) iv) Negotiation letters –
v) Letter of Acceptance/Work Order (Page to) 3) In consideration for the payment of the sum of Rs(W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the Company, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.
4) The company has received a sum of Rs towards Performance Security Deposit (1 st part of Security Deposit in the form of Demand Draft / Certified Cheque/ B.G./ other form (details to be furnished).
IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written.
 Partner Partner Signature Signature
On behalf of M/SThe Contractor, as one of the constituted attorney, In the presence of –
1. Name Signature
Address:
Occupation: Signed by Sri
Signed by Srion behalf of Signature(Name of Company) in presence of –

===========

Signature

3. Name:

4. Address: .

TENDER FOR: UPKEEP, RUNNING & MAINTENANCE OF JET HOSTEL (GUEST HOUSE) & VIP HOSTEL AT NEHRU NAGAR, HARINA BAGAN COLONY

PART - II

PRICE - BID

(To be submitted with Part-II in envelope-III)

TENDER DOCUMENT

PART - II (PRICE-BID)

Name of the Tenderer:					
Rate & amount quoted by the tenderer:					
SI no	Item	Heads	Quoted price/rate	Amount	
1	Manager	01			
2	Cook	02			
3	Attendants	03			
4	Sweeper	02			
5	Consumables				
6	Washing charge				
			TOTAL		

(Total amount in words.....)

Name of work:

Quotation/NIT No:

Signature of the Bidder & Seal of firm