

INVITATION TO TENDER

Ref: OPS/OS/RW/2018-19/02/019

Date: 07.07.2018

Sub: Enjoying the yield of Coconut, Soapnut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018 – Reg.

Sealed tenders are invited under **two bid system**, Techno-Commercial Bid (Part-I) and Price Bid (Part-II) from the reputed and experienced contractors with sound technical and financial capability for the subject work.

SL. NO.	NAME OF THE WORK	ESTIMATE VALUE ₹	EMD ₹	CONTRACT PERIOD	LAST DATE FOR RECEIPT OF TENDER
01	Enjoying the yield of Coconut, Soapnut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018	3,75,100/-	7,600/-	Up to December 2018	17.07.2018 up to 14.00 Hrs.

1. SCOPE OF THE WORK:

Scope of work is as per annexure – 1 and as per schedule of Quantities & Rates.

2. LOCATION OF WORK:

- The subject work is to be carried out in BHEL HPVP Township & Factory premises, Visakhapatnam.
- The intending tenderers are advised to visit the above place, note down the entry procedures, safety requirements, work permit system etc. and satisfy themselves of all conditions prevailing there before submission of their tenders.

3. CONTRACT PERIOD:

Contractor is valid for a period from **July 2018 to December 2018**.

4. EARNEST MONEY DEPOSIT

- The tenderer shall submit EMD for ₹ 7,600/- (Rupees Seven Thousand Six Hundred) only in the following forms:
 - Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - Electronic Fund Transfer credited in BHEL account (before tender opening).
 - Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam along with offer.
- EMD by the tenderer will be forfeited as per NIT conditions, if:
 - After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.

- c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- V. EMD of successful tenderer will be retained as part of Security Deposit.

5. SECURITY DEPOSIT:

Security Deposit shall be collected from the successful tenderer as per clause 8 of annexure – II.

6. INCOME TAX:

Income tax is applicable as per statutory requirement.

7. PAYMENT TERMS:

The bidder shall deposit amount equal to work order value well in advance before lifting the material/issue of gate pass

8. PRICE SCHEDULE:

- 8.1 Prices shall be quoted in the price schedule attached to the tender for the complete scope of work. The quoted prices shall be inclusive of all applicable taxes & duties as applicable as on date of tender submission.
- 8.2 The quoted prices shall be fixed & firm without any escalation during the entire period of contract and till completion of the work.
- 8.3 Tenderer should quote the amounts in figures & words. In case of any mismatch between the figures and word, the amount quoted in figures shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
- 8.4 All rates shall be quoted in the tender format only.

9. VALIDITY OF OFFER:

The offer shall be valid for a period of **3 months** from the last date for tender submission.

10. RISK PURCHASE:

In case the contractor fails to execute the work due to any reason, BHEL reserves the right to get the same completed through some other party at the risk & cost of the contractor and any additional expenditure incurred due to the same shall be charged to the contractor.

11. GENERAL:

- 11.1 **Bidders shall confirm their acceptance to all the terms & conditions of the tender enquiry.**

Deviations to the tender conditions are not acceptable and BHEL-HPVP reserves the right to reject such offers which do not meet Technical / Commercial requirements without any / further correspondence.

Bids not accompanied with requisite EMD, late / delayed bids, incomplete / conditional offers, bids not conforming to the terms & conditions specified in the tender documents are liable for rejection.

11.2 BHEL reserves the right to modify or cancel or short close the tender at any stage at its discretion without assigning any reason thereof.

11.3 The bidders shall study the Tender documents and all other relevant documents in detail for understanding the scope of work involved in various items before submission of offers.

For any clarifications required on this tender document, scope of work etc., the bidders shall depute their authorized representatives to HPVP, Visakhapatnam with prior intimation to get clarifications from concerned authorities.

11.4 DGM (HR), Ph no: 0891-668 1838 shall be the Engineer-in-charge for herein after referred to as such in the tender.

11.5 Highest offer need not be the rate acceptable to BHEL-HPVP. BHEL-HPVP reserves the right for negotiation with the H1 bidders.

11.6 The following documents (enclosed) shall form part of the contract including this Notice Inviting Tender.

PART - I: TECHNO COMMERCIAL BID

- | | |
|--|------------------|
| a) Scope of Work | : Annexure – I |
| b) General Terms & Conditions of the tender | : Annexure – II |
| c) Acceptance to the tender terms & conditions | : Annexure – III |
| d) Contractor Information | : Annexure – IV |

PART - II: PRICE BID

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| e) Price Bid (Schedule of Quantities and Rates) | : Annexure – V |
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12. TENDER SUBMISSION:

12.1 The Bid shall be submitted in two parts.

Part-I: Techno-Commercial Bid shall be placed in one cover along with the following documents:

- (i) All Pages of tender document duly signed & stamped.
- (ii) Proof of document for payment of Earnest Money Deposit of ₹ 7,600/-
- (iii) Copy of PAN.

Part-II: Price Bid in the prescribed format shall be placed in **another separate cover**.

The tender documents including the various supporting documents enclosed by the bidder should be **signed on all pages with seal**.

Both covers containing Part – I & Part – II bids shall be placed in **another** bigger size envelope duly superscribing the **Tender No. & Subject** on the envelope.

12.2 The tender completed in all respects shall be dropped in the Outsourcing tender box kept at reception counter, ADM building **latest by 14.00 Hrs. on 17.07.2018**.

Bidder may also send their offers by Post to **“Outsourcing Tender Box, Admn. Building, BHEL - HPVP, Visakhapatnam – 530012”**.

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Date: 07.07.2018

Last date for receipt of tenders is **17.07.2018 up to 14.00 hrs.** BHEL-HPVP is not responsible for any postal or other delays in submission of offers.

Offers received in any other form will not be accepted.

- 12.3 Submission of offer by a tenderer implies that all the tender documents were read by the tenderer and the tenderer is aware of the scope and specifications of the work, site condition, local conditions and rates at which stores, tools and plant, free / chargeable materials etc., will be issued to him by BHEL - HPVP and other factors having bearing on the execution of the work.

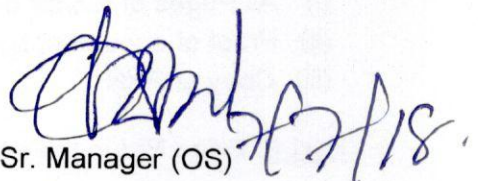
13. OPENING OF TENDERS :

Techno-commercial Bids will be opened on **17.07.2018 at 14.00 Hrs.** at Customer Cell, Admn. Building, BHEL- HPVP. The bidders may depute their representatives at the time of opening. The price bid of the technically qualified bidders will also be opened in the presence of representatives of the bidders and the date & time of opening of price bids will be intimated later. In case of reverse auction, the date of conducting reverse auction will be intimated in advance at appropriate time.

If bids are not accompanied by requisite EMD along with Part- I (Techno Commercial Bid), then Part-II (Price Bid) will not be considered for opening.

Yours Faithfully,

For BHARAT HEAVY ELECTRICALS LIMITED,


Sr. Manager (OS)

D. RAJENDRA BABU
Sr. Manager (OS)
HPVP, BHEL
Visakhapatnam-530 012

SCOPE OF WORK

Sub: Enjoying the yield of Coconut, Soap nut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018.

1. **GROUPING OF VARIETIES:**

Sl. No.	Description	Season
1	Coconut Yield	From July 2018 to December 2018
2	Soapnut, Tamarind, Grass, Sapota and Jack fruit yield	From July 2018 to December 2018

2. **THE SUCCESSFUL BIDDER SHOULD TAKE AWAY THE YIELD AS PER AWARD OUT OF COMPANY PREMISES. HE WILL NOT BE ALLOWED TO SELL THE YIELD IN COMPANY PREMISES AND NO PLACE/ NO ROOM WILL BE PROVIDED FOR SELLING AND/ OR STORAGE OF YIELD.**

- The period of contract is from **July 2018 to December 2018** for enjoying the yield of **coconut trees** located in BHEL–HPVP Factory and Township premises (excluding the fenced area of Quarters and including the vacant Quarters).
- The period of contract is from **July 2018 to December 2018** for enjoying the yield of **Soapnut, Tamarind, Sapota and Jack fruit trees** located in BHEL–HPVP Factory and Township premises (excluding the fenced area of Quarters and including the vacant Quarters) and **Grass yield in the Township**.
- The bidder may contact, Manager (HR), BHEL-HPVP on 0891-668 1422, Visakhapatnam-12 for necessary clarifications, if any.
- Weekly permission is to be obtained from Estate Administration before plucking the fruits.
- All personnel engaged by the contractor shall abide by security regulations during their presence in company premises including township and administrative building area.
- The contractor shall be liable to compensate BHEL or its employees or residents in township for any loss or damage / injury caused by him or his labour or his representative due to the negligence.
- The contractor shall be solely responsible to compensate his labour / agents in the event of any injury caused to them in the course of execution of contract work.
- The management has the right to dispense with the contract awarded if the contractor fails to comply with the above conditions.
- The contract should provide all safety equipment to his workmen during the execution of contract.
- The contract should clear old dues, if any, before award of contract.
- The contractor shall be given necessary Gate pass / entry pass wherever required for his labour for smooth execution of the work.

SIGNATURE OF THE BIDDER WITH STAMP

GENERAL TERMS AND CONDITIONS FOR TENDER

1. All entries in the tender documents should be made in one ink. Erasure and over-writings are not permitted. All cancellations and insertions should be duly signed by the Bidder concerned.
2. The sealed Price Bids of only those offers which are technically acceptable shall be opened later. The bidders qualifying in techno-commercial bid will be intimated separately for participating in Price Bid opening.
3. Bidders should fill in all the required particulars in the blank spaces provided and should sign with seal each and every page of the tender document.
4. Tenderer should quote the amounts in figures & words. In case of any mismatch between the figures and word, the amount quoted in figures shall be considered as final. It may be noted that corrections, overwriting etc. are not allowed.
5. Income-Tax is applicable as per the Rules.
6. In the event of tender being submitted by the firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of attorney on behalf of the firm concerned. In the latter case, a copy of the power of attorney duly attested by a Gazetted Officer must accompany the tender.

7. **Earnest Money Deposit:**

- I. The tenderer shall submit EMD in the following forms:
 - a) Cash Deposit as permissible under the extant Income Tax Act (before tender opening).
 - b) Electronic Fund Transfer credited in BHEL account (before tender opening).
 - c) Banker's Cheque/ Pay Order/ Demand Draft, in favour of BHEL, Visakhapatnam (along with offer).
- II. EMD by the tenderer will be forfeited as per NIT conditions, if:
 - a) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
 - b) The contractor fails to deposit the required security deposit or commence the work within the period as per LOI/ Contract.
 - c) EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ contractors" and forfeited/ released based on the action as determined under these guidelines.
- III. EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of award of work.
- IV. EMD shall not carry any interest.
- VI. EMD of successful tenderer will be retained as part of Security Deposit.

8. **Security Deposit:**

- A. Security deposit means the security provided by the contractor towards fulfillment of any obligations in terms of the provisions of the contract.
- B. The total amount of the security deposit will be **5% of the contract value**. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security deposit.

GENERAL TERMS AND CONDITIONS FOR TENDER

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C. Modes of Deposit:

The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:

- a) Cash (as permissible under the extant Income Tax Act)
- b) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- c) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the companies' act. The bank guarantee format should have the approval of BHEL.
- d) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the companies' act (FDR should be in the name of the contractor, a/c BHEL and consent of BHEL must be taken for encashment of the FDR. The same FDR which is submitted to BHEL shall be presented for encashment of FDR).
- e) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

Note: Acceptance of Security Deposit against Sl. No. (d) and (e) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

D. Collection of Security deposit:

At least 50% of the required security deposit, including the EMD, should be submitted before start of the work. Balance security deposit can be collected by deducting 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected

- E. Security deposit shall be released to the contractor upon fulfillment of contractual obligations as per the terms of the contract.
- F. The security deposit shall not carry any interest.

Note: Acceptance of Security Deposit against Sl. No. (c) and (d) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith).

9. Security Deposit / Bank Guarantee will be released after the maintenance period of 2 months or on closure of contract whichever is later.
10. **LABOUR LICENCE:** The contractor shall obtain License from the statutory authority, if required. The competent authority (Licensing authority) for the works relating to BHEL-HPVP is the Deputy Commissioner of Labour, Visakhapatnam.
11. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time

GENERAL TERMS AND CONDITIONS FOR TENDER**::3::**

12. Should a bidder find in the tender documents or should there any doubt as to their meaning, he should at once address the authority inviting the tender, for clarification well before the due date, so as to submit his tender in time.
13. Conditional and late tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions herein contained and the tenders not in original ARE LIABLE TO BE REJECTED.
14. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Bidders who resort to canvassing will be liable for rejection.
15. After opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the instructions, the Earnest Money Deposited by him will be forfeited and acceptance of his tender withdrawn.
16. BHARAT HEAVY ELECTRICALS LIMITED, reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore. In the case of acceptance of the part of tender, time for completion may also be reduced to the extent considered appropriate by the accepting officer.
17. Tenders not submitted on the prescribed forms are liable to be rejected.
18. Tenders submitted by Post should be sent by “Registered Post with Acknowledgement Due”. These should be posted with due allowance for any delay in postal delivery. Tenders received after the due date of opening of tenders are liable to be rejected.
19. If a bidder expires after the submission of his tender or after the acceptance of his tender, then BHEL may at their discretion cancel such tender.
20. If the bidder deliberately gives wrong information in his tender BHEL, reserve the right to reject tender at any stage.
21. This tender document shall be deemed to form an integral part of the contract to be entered to this work.
22. The contractor shall at his own costs, if required under the statutory obligations, effect necessary insurance in respect of the said staff, materials and other personnel of persons to be employed by the contractor in connection with his rendering of the aforesaid service to the company and shall comply with the provisions of Andhra Pradesh Shops & Establishment Act, Contract Labour (regulation & abolition) Act. Payment of wages Act, Minimum Wages Act, ESI Act, Employees provident Fund (Family Pension Fund) Act. 1972, Bonus Act if applicable to them and shall keep the company indemnified from all Act or omissions, faults, breaches and / or any claims, demands, liabilities, actions, proceedings, cost, charges, loss injuries, and expenses for which the company may be put or involved as a result of the contractor's failure to fulfill any of the obligations herein and / or statutes and / or any bye-laws or rules framed there under or any of them.
23. The contractor shall be liable for any damage to the company property whether accidentally or otherwise by the workers during the period of contract.
24. The contract can be terminated at any time by giving one-month advance notice by BHEL.

GENERAL TERMS AND CONDITIONS FOR TENDER

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25. The contractor shall provide identity cards to the workers engaged by him, which will be produced by them on demand to Officers or other staff of the company. BHEL Security personnel shall have the right to check the employees while going out of office / work premises and there shall be no cause or grouse on this account either from the contractor or the workers.
26. The Contractor shall be responsible to follow the various laws applicable to his workers such as Contract Labour (Regulations & Abolition) Act, Minimum Wages Act, Payment of Wages Act, Payment of Bonus Act, Provident Fund Act, Employees State Insurance Act, etc. And the rules made there under from time to time.
27. **ARBITRATION:**

Except the matters covered under above, all disputes and differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by the arbitrator appointed by Competent Authority of BHEL in accordance with Arbitration & Conciliation Act 1996 and statutory modification made thereto from time to time and the award made in pursuance thereof shall be binding on the parties, provided that withholding of any of the certificate, decision, opinion, direction, valuation etc., by the authorized officer of BHEL for a period of more than one month shall be referable to Arbitration and the same shall not be barred as Excepted matter.

Unless otherwise directed by the authorized officer of BHEL, the further progress of any work under the contract shall continue during the Arbitration proceedings and no payment due or payable by the bidder shall be withheld on account of such proceedings.

The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of Arbitration shall be borne by both parties equally. However, the fees and expenses of the advocates and expenses relating to the presentation of witnesses shall be borne by the respective parties. Should the Arbitrator give specific award in respect of costs then it would prevail.

The seat of Arbitration shall be at Visakhapatnam, Andhra Pradesh, India.

28. Fraud Prevention Policy :

"The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice".

SIGNATURE OF TENDERER WITH SEAL

Ref: OPS/OS/RW/2018-19/02/019

Date: 07.07.2018

Sub: Enjoying the yield of Coconut, Soap nut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018

ACCEPTANCE TO TENDER TERMS & CONDITIONS

I / We hereby confirm that the Tender documents, all annexures etc. have been studied in detail and we have fully understood the scope of work.

I / We accept to all the Terms and Conditions of the Tender Enquiry and the prices quoted are in accordance with the same.

I / We accept to offer valid for a period of **3 months** from the last date for tender submission.

Tender documents duly signed on all the pages by the Owner / authorized representative of the bidder are attached herewith.

SIGNATURE OF THE BIDDER WITH STAMP

CONTRACTOR INFORMATION

Sl.No.	Particulars	To be Filled by Bidder
01.	Name of the Contractor	
02.	Nature of Firm / Concern (Proprietor/Partnership/Pvt. Limited/Public Ltd.) Note: In case of partnership concern, please enclose photo copies of the partnership deed	
03.	Full address	
04.	Name of the Proprietor/Partner	
05.	Name of the Person(s) and designation authorized for signing the contract/dealing with BHEL	
06.	Telephone No. of the firm	
07.	Fax No.	
08.	Mobile No.	
09.	E-mail ID	
09.	Organizational structure with name and designation	

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS / NEFT TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / SUBCONTRACTOR	
02	VENDOR CODE ASSIGNED BY BHEL,HPVP LTD	

DETAILS OF BANK ACCOUNT

03	NAME & ADDRESS OF THE BANK	
04	NAME OF THE BRANCH	
05	BRANCH CODE	
06	MICR CODE	
07	ACCOUNT NUMBER	
08	TYPE OF ACCOUNT	
09	BENEFICIARY'S NAME	
10	IFSC CODE OF THE BRANCH	
11	EMAIL ID	
12	TELEPHONE / MOBILE NUMBER	

CERTIFICATE

I / We here by agree to receive the payments due from M/s Bharat Heavy Electricals Ltd., by the National Electronic Fund Transfer / or RTGS Transfer mode by credit to my / our above mentioned Bank account. I / We also agree that payments made to the above mentioned account are a valid discharge of the liability of M/s Bharat Heavy Electricals Ltd. I / We also agree to bear the applicable Bank charges for the above mode of transfer. A copy of the cheque leaf/ cancelled cheque leaf of the above account is sent herewith.

(Authorized Signatories with Name & Seal)

BANKER'S CERTIFICATION

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____

(name of account holder), the signature of authorized signatory and the MICR and IFSC codes of our branch mentioned above are correct.

Place:

Bank Manager / Officer

Date:

Signature with Bank Stamp and Name seal

FORWARDED TO ACCOUNTS DEPARTMENT / CASH SECTION

We confirm the above details are verified with the records available with us

Signature of BHEL Official with Name & Seal
Operating the contract / Services

PART – II

(PRICE BID)

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

NAME OF WORK: Enjoying the yield of Coconut, Soap nut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018.

Tender Enquiry No: OPS/OS/RW/2018-19/02/019, Date: 07.07.2018

NOTE:

- 1) Tenderers are requested to visit the site before submitting their tenders and go through the site conditions, nature and quantum of the job to be done and in general shall themselves obtain all necessary information as to risks, safety precautions, contingencies and other circumstances. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, no claim shall be allowed.
- 2) The quoted rate shall be firm throughout the contract period. No cost escalation will be paid on any account throughout the contract period for any item. The contractor shall take into consideration for the labour rate increase during contract period and same to be considered while quoting the rate for each item.
- 3) The item rate offered shall provide for the complete cost towards labour, supervision, overheads, profits & all other incidentals etc., complete. The rate quoted shall be inclusive of all applicable taxes and duties.
- 4) **H1 shall be evaluated based on quoted total price against each item.**

SIGNATURE OF THE TENDERER WITH SEAL

**BHARAT HEAVY ELECTRICALS LIMITED
HEAVY PLATES & VESSELS PLANT
VISAKHAPATNAM – 530 012**

(PRICE BID)

NAME OF WORK: Enjoying the yield of Coconut, Soap nut, Tamarind, Sapota and Jack fruit etc. in BHEL HPVP Township & Factory premises and grass yield in Township for the year 2018.

Tender Enquiry No: OPS/OS/RW/2018-19/02/019, Date: 07.07.2018

Schedule of Quantities & Rates (SOQR)

Sl. No	Description of Work	Season	Total Amount in Figures (in ₹)	Total Amount in Words.
1	Coconut Yield	From July 2018 to December 2018		
2	Soapnut, Tamarind, Grass, Sapota and Jack Fruit Yield	From July 2018 to December 2018		
		Total		

SIGNATURE OF THE BIDDER WITH STAMP