



Date : 12.12..2022
Sl.No:

RUBBER PARK INDIA (P) LTD

RETENDER DOCUMENT No. RP/C/ 04 R /22

**Reconstruction of Compound Wall on the
western boundary of Plot No. 59 at
Rubber Park, Irapuram.**

ADDRESS:

2 A, "Kautileeyam"
Valayanchirangara,P.O
Ernakulam,
Kerala, Pin -683 556.
Phone/fax : (484) 2655538/ 2655548/2657218
E mail :md@rubberparkindia.org



RUBBER PARK INDIA (P) LIMITED
2A, “ Kautileeyam”
Rubber Park,
Valayanchirangara P.O
Ernakulam
Kerala – 683 556

ISSUE OF TENDER DOCUMENTS

This tender document for tender No. RP/C/04 R/22 as per the contents sheet are issued to.

Bidder's Name :

Bidder's Address :
.....

.....

.....

On payment of the cost of Rs..... (Rupees..... ..
..... ..) against DD No..... /cash. The official receipt
will be marked separately.

Signature and Official seal of the Managing Director.



INDEX

<u>Sl No:</u>	<u>Subject</u>	<u>Page No:</u>
1.	Notice Inviting Tender	4
2.	Bid Synopsis	5
3.	Instructions to Bidders	6
4.	General Terms and Conditions of Contract	8
5.	Technical Specifications	19
6.	Performa for Preliminary Agreement	21
7.	Form of Contract Agreement	23
8.	Information about the Bidder	27
9.	Schedule of quantity	29
10.	Price Bid	30



NOTICE INVITING RETENDER

Managing Director, Rubber Park India (P) Ltd. invites Sealed unconditional percentage rate tenders are invited for the work detailed below in the prescribed form, from competent, experienced, technically and financially sound contractors/firms.

Tender No.	Name of work	P A C	EMD	Cost of Tender Document	Time for completion	Class of registration
RP/C/04 R /22	Reconstruction of Compound Wall on the western boundary of Plot No. 59	Rs. 1,27,053/-	Rs.3,180/-	Rs. 590/- including GST	60 days	CPWD / KPWD Class D (or equivalent Class) or above

The bid document (non-transferable) can be obtained against cash or Demand Draft in favour of Rubber Park India (P) Ltd. payable at Valayanchirangara, from our office on any working days from 12.12.2022 to 28.12.2022. The tender forms will not be sent by post. It could also be down loaded from our web site www.rubberparkindia.org and if down loaded, the tender document cost of Rs 590/- is to be remitted by way of Demand Draft in favour of Rubber Park India (P) Ltd. payable at Valayanchirangara while submitting the tender.

Sale of tender begins at	:	10.00 a.m.	12.12.2022
Sale of tender closes at	:	1.00 p.m	28.12.2022
Receipt of tender closes at	:	2.30 p.m.	28.12.2022
Opening of tender	:	3.00 p.m.	28.12.2022

E mail / Telefax offers will not be accepted. The Rubber Park shall not be responsible for any delay or non-receipt of the tenders sent by post or courier. Any further details, if required can be had from the office of the undersigned. The under signed reserves the right to reject all or accept any tender without assigning any reasons thereof.

Date: 12.12.2022

Place: Irapuram.

Managing Director.

Rubber Park India (P) Ltd.

2A, “ Kautileeyam”

Rubber Park, Valayanchirangara P.O

Ernakulam – 683 556

Phone/Fax (484)- 2657218, 2655538,
2655548

E-mail: md@rubberparkindia.org

Web : www.rubberparkindia.org



BID SYNOPSIS

1. Tender No. : RP/C/04 R/2022
2. Cost of tender document : Rs. 590/- including GST
3. Name and Address of Owner : The Managing Director
Rubber Park India (P) Ltd
2A, Kautileeyam, Valayanchirangara P.
O
Ernakulam 683 556, Kerala.
4. Name of Work. : Reconstruction of Compound Wall on the
western boundary of Plot No. 59.
5. Location. : Irapuram, Ernakulam Dist. Kerala
6. Accessibility. : Site is accessible by road
7. Scope of work. : Reconstruction of Compound Wall on
the western boundary of Plot No. 59.
8. Completion period. : 60 days.
9. Tender document issuing and
Receiving authority. : The Managing Director

Rubber Park India (P) Ltd
2A, Kautileeyam, Valayanchirangara
P.O
Ernakulam- 683 556, Kerala, India.
10. EMD : Rs. 3180/- in the form of DD in favour
of Rubber Park India (P) Ltd. payable
at Valayanchirangara
11. Last date and Time of receipt of Tender : 28.12.2022 - 2.30 pm
12. Date and Time of Tender opening : 28.12.2022 - 3.00 pm
13. Performance Guarantee : 5% of the awarded contract value.
14. Defect Liability Period : 18 months from the date of taking over



INSTRUCTIONS TO BIDDERS

1.1 Back ground.

The Rubber Park India (P) Ltd is a joint venture of Kerala Industrial Infrastructure Development Corporation (KINFRA) and Rubber Board. The Company was incorporated for establishing industrial parks, exclusively for rubber and rubber wood based industries with world class infrastructure.

The first park was set up in 110 acres at Irapuram in Kunnathunadu Taluk, near Perumbavoor, in Ernakulam Dist. Kerala.

The second park is proposed to be set up in 20 acres of land at Piravanthoor in Pathanapuram Taluk, near Punalur in Kollam District, Kerala.

1.2 Location

The Rubber Park is located at Irapuram, in Mazhuvannoor Panchayat near Perumbavoor, Ernakulam Dist, Kerala 29 KM from Ernakulam, 25 KM from Aluva, 17 KM from Muvattupuzha and 10 KM from Perumbavoor.

1.3 Scope of work.

The work includes carrying out Construction of damaged compound wall on the western boundary of Plot No 59, at Rubber Park, Irapuram in Kunnathunad Taluk, near Perumbavoor, in Ernakulam Dist. Kerala.

1.4 Bid preparation.

The bidder shall have clear understanding of the bid documents as well as the site conditions. For this, they should clarify all points and visit the site prior to tender preparation.

The rates shall be firm and shall not be subject to any conditions. The rates shall include enquiry costs, approvals, testing, cost of all materials and all taxes, duties, packing, loading, freight, insurance, octroi, entry tax, existing or of future and for delivery at site including all other incidental expenses and approvals by statutory authorities etc. but excluding GST.

The Tenderer should keep his offer firm for a period of 90 days from the last date of receipt of the tender during which period if the Tenderer withdraws the offer, his EMD will be forfeited and work otherwise arranged.

1.5 Bid submission.

The bid documents duly filled up and signed on all pages shall be submitted in a sealed cover Super scribing ***“Reconstruction of compound wall on the western boundary of Plot No. 59”*** and addressed to “The Managing Director, Rubber Park India (P) Limited, 2 A, Kautileeyam, Valayanchirangara P.O, Ernakulam – 683 556, Kerala” so as to reach



him before the due date and time fixed for the receipt of the same, along with the earnest money deposit and other enclosures in sealed cover.

The sealed envelope shall contain the following,

- a. DD in favour of Rubber Park India (P) Ltd. payable at Valayanchirangara towards EMD
- b. DD in favour of Rubber Park India (P) Ltd. payable at Valayanchirangara towards tender document cost (for downloaded document)
- c. Preliminary Agreement executed in a non judicial stamp paper worth Rs. 200/-.
- d. Tender document signed on all pages as a token of acceptance of all conditions.
- e. All documentary proof for the eligibility criteria and authorization of signature.
- f. Quote for the work in the prescribed format.

The bids not containing any or all the above will be rejected outright.

1.6 Bid opening.

Bids will be opened as per schedule given in the Tender Notice, in the presence of those bidders or their authorised agents who wish to be present. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place. If EMD is not enclosed, the bid will be rejected.

1.7 Bid Documents.

The bidder shall use the bid documents issued to him for submitting his bid without removing any part. All pages of the bid document shall be signed by the authorized signatory and sealed and enclosed with the respective bid.

1.8 Evaluation of bids.

Before the detailed evaluation of the bids, the owner intends to check the responsiveness of each bid to the bid documents. This will be carried out by,
Checking the completeness of the offer.
Checking for general conformity to terms and conditions of the bid documents giving emphasis to the bidder's capacity to execute the project.

The bids conforming to the above will be considered substantially responsive. The owner may reject a bid that is not substantially responsive even if the bidder tries to make it substantially responsive by subsequent correction/clarification.

1.9 Right to reject any Bid.

The owner reserves the right to reject any or all bids received and to cancel or withdraw the NIT without assigning any reason whatsoever.



GENERAL TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1 COMPANY / OWNER:** Shall mean The Managing Director, Rubber Park India (P) Ltd, 2A, Kautileeyam, Valayanchirangara, Ernakulam, Kerala, India- 683 556.
- 1.2 TENDERER / BIDDER:** Shall mean the person, firm, company or corporation to whom the tender documents have been officially issued by the company and who have duly submitted the same to the company.
- 1.3 CONTRACTOR:** Contractor means the person or persons, firm or company whose tender has been accepted by the company and with whom the company has entered into an agreement for execution of the work and shall include their executors, successors, administrators and permitted assigns.
- 1.4 CONTRACT PRICE:** Contract price means the amount specified in the contract as payable by the company for the work done by the contractor including the amount payable for the agreed deviations if any.
- 1.5 WORKS:** Works means the works to be executed in accordance with the contract and includes all services and activities to be performed by the contractor under the contract.
- 1.6 SPECIFICATION:** Specification shall mean the Technical Specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 SITE:** 'Site' shall mean and include the land and other places on, into or through which the specified equipments / system are to be erected and commissioned.
- 1.10 ENGINEER:** Shall mean the officer appointed by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.11 DATE OF CONTRACT:** Shall mean the date on which Work Order / Letter of Award has been issued.

2.0 AWARD OF CONTRACT.

- 2.1** The intimation of intention to award the contract will be made in writing to the successful bidder by the company in the form of a Work Order.

3.0 GENERAL OBLIGATION

- 3.1** The Contractor shall install and shall execute all work with due care and diligence, following good engineering practices and within the time frame for completion of the work. The Contractor shall also adhere minutely to the approved drawings, specifications and other written instructions if any issued, relating to the work which may be issued from time to time by the Company or Company's Engineer authorized in this behalf.



- 3.2 The contractor shall also comply with all applicable laws in the execution and performance of the work under the contract.
- 3.3 The contractor shall be available at site or shall keep a competent and fully authorized representative at site and a letter intimating the posting of authorized representative shall be given to the owner. The authorized representative shall also supervise the work under the contract. The orders given by the company to the Contractor's representative shall be considered to have the same effect as if they have been given to the Contractor himself. Such representative shall be authorized to represent the contractor in all matters related to the contract.
- 3.4 The Contractor is supposed to have a clear idea of the nature of work, probable area of operation, working space, leads, restrictions, labor situation with respect to availability, working hours, wages, benefits, terms of services, etc. No claim on the grounds of ignorance of the above conditions or change in above conditions will be entertained by the Client at any stage. Additional information, if any, required may be collected from the Office of the Rubber Park.
- 3.5 The works under execution shall always be open to the Inspection and Supervision of the Company's Engineer or his authorized representative.
- 3.6 On all questions relating to the meaning of drawings and specifications and to quality of workmanship and materials used on the work, the Engineer's decision shall be final and conclusive.

4.0 ENGINEER'S DECISION

- 4.1 In respect of all matters which are left to the decision of the Engineer, the Engineer shall, if required to do so by the Contractor give in writing a decision thereon.
- 4.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and Intent of the Contract, the Contractor may file with the Engineer within seven (7) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Engineer's decision and the decision shall become final and binding.

5.0 LIABILITY FOR ACCIDENTS AND DAMAGES TO RUBBER PARK STRUCTURE.

- 5.1 The Contractor shall be responsible for loss or damage to the equipment / system which are under the contract till the equipment/ system is taken over by Rubber Park.
- 5.2 Contractor should also ensure that no damage is made to owner's existing structures/ equipments due to his site activities. In case any such damages incurred, same should be rectified by at the cost of the contractor.

6.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which Rubber Park may have paid, for which under the Contract the Contractor is liable, will be claimed by Rubber Park. All such claims shall be billed by Rubber Park to the Contractor.



7.0 INSURANCE

The successful contractor shall, at his cost take out Contractor's All Risk (CAR) insurance policy, jointly in the name of the "RPIPL" and the contractor, and the original policy shall be deposited with the "RPIPL" within one month from the date of the letter of acceptance. The value of the CAR policy will be equivalent to the contract value and the validity of the policy will be date of completion/ extended time of completion of work. The policy should cover third party liability also.

8.0 EFFECT AND JURISDICTION OF CONTRACT

- 8.1** The Contract shall be considered as having come into force from the 10th day of the date of issuance of Work Order/Letter of Award.
- 8.2** All disputes, differences arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala State.

9.0 SCOPE OF WORK

The work includes carrying out Construction of damaged compound wall on the western boundary of Plot No. 59 at Rubber Park, Irapuram in Kunnathunad Taluk, near Perumbavoor, in Ernakulam Kerala, including all materials, labours, tools, insurances, etc complete as per specifications and the direction of the Engineer in charge of the company.

10.0 EXTRA ITEMS

Items of work not expressly or impliedly described in the schedule, plans or Specifications will be treated as "extras". They will include only items of work which though highly necessary for the proper execution of the work as for its completion were not provided for in the original contract.

The execution of an extra item of work and payment therefore will be based on the following conditions:-

There shall be an order in writing to execute the extra item of work duly signed by the Client /Engineer in Charge before its commencement.

If the contractor finds, after examining the specifications and plans that extras are involved, he should give notice to the Client/ Engineer in Charge to this effect and shall proceed with the execution of the extra item, only after receiving instruction in writing from the Client/ Engineer in Charge.

Extra items may be classified as additional substituted altered items, depending on their relation or otherwise to the original item or items of work.

The rates for extra items shall be worked out as below:-

In the case of all extra item whether additional, altered or substituted, if accepted rates for identical items provided for in the contract, such rates shall be applicable.

In the case of extra items whether altered or substituted, for which similar items exists in the contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components. The percentage excess or deduction of the



contract rate for the original item with reference to the CPWD estimate rate shall be applied in deriving the rates for such items.

In the case of extra items, whether altered or substituted and for which similar items do not exist in the contract and rates exist in the schedule of rates, the rate shall be arrived at on the basis of the CPWD data rate current at the time of ordering the extra item after applying the tender variation.

In the case of additional items, the rates shall be arrived at on the basis of the CPWD data rates altered by applying tender variation.

In the case of extra items, whether additional altered or substituted, for which the rates cannot be derived from similar items in the contract, and only partly from the departmental schedule of rates, the rates for such part or parts of items as are not covered in the schedule of rates shall be determined by the Engineer or on the basis of the prevailing market rates giving due consideration to the analysis of the rate furnished by the contractor with supporting documents, including contractor's profit. This shall be added on to the CPWD rate (including contractor's profit) current at the time of ordering of executing the extra item, whichever is earlier for the other part of the item, for which rate can be derived from the schedule of rates.

In the case of extra item whether additional altered or substituted, for which the rates cannot be derived either from similar item of work in the contract or from the CPWD schedule of rates the contractor shall within 14 days of the receipt of the order into carry out the said extra item of work, communicate to the Engineer the rate which he proposes to claim for the item, support by analysis of the rate claimed and the Engineer shall within one month thereafter, determine the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor.

In the case of percentage rate contract, the rate for extra item shall be arrived at by applying the percentage excess or deduction to the CPWD data rate as per the original schedule on which the tenders were invited.

Wherever the term "CPWD data rate" appears, it shall mean the rate derived from the CPWD schedule of rates and shall include conveyance charges and contractors profit.

11.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 11.1 The Contractor may, after approval of the client / the Engineer in Charge, assign or sub-let the works. Such assignment /sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above without prior information of the Engineer in Charge shall be void and shall be construed as a Contracting Default.

12.0 CONTRACTORS DEFAULT

- 12.1 If the Contractor becomes insolvent, or otherwise becomes unable to carry out the work or if without the written consent of the Company, the Contractor assigns or sublets this contract or if in opinion of the Company the Contractor delays or neglects to finish the work in time or shall refuse to execute the work in time, the Company may give notice in writing to the contractor to make good the failure. In case the contractor fails to comply with the notice in Seven (7) days, it shall be at the liberty of



Company/Owner to terminate the contract forthwith and employ any other agency to continue and complete the work at the risk and cost of the Contractor. The Contractor shall have no claim to compensation for any loss that may incur from any materials he may have procured or engagements he may have made into on account of this work.

- 12.2 In the event of termination of contract as mentioned above, the Contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the company shall have certified the performance of such work and the value thereof. The Contractor shall only be entitled to be paid the amount so certified after deducting the value of damages if any caused to the Company.
- 12.3 All deviations and extra items shall be done with written order of the client only. Deviations up to 25% shall be done at the same rate agreed by the contractor in the work order, without price escalation.

13.0 FORCE MAJEURE

- 13.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Rubber Park as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:
- (a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
 - (b) Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
- 13.2 The Contractor or Company/Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

14.0 TIME-THE ESSENCE OF CONTRACT

- 14.1 The time and the date of completion of the Works as stipulated in the Work Order/Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 14.2 Time of Completion

The total period for completion of the work will be **60 days** from the 10th days from the date of Work Order/Letter of Award. The work may be taken up and completed within the contract period as per priorities fixed by the Engineer in charge.

15.0 CONTRACT PRICE

The prices quoted by the Contractor in his bid with additions and deletions as may be agreed before signing of the Contract, for the entire scope of the work. The rates specified in the Letter of Award / Work order shall be fixed firm and no claim for



enhancement / escalation on any ground whatsoever will be entertained and considered.

Site clearing/cleaning, if any, shall be included in the quoted rate.

16.0 MATERIALS BROUGHT BY THE CONTRACTOR.

- 16.1 All materials brought by the contractor for use in the work shall be in good condition and shall be presented for inspection to the Engineer in Charge of the company and if rejected for any reason the contractor shall replace it at his cost.
- 16.2 The materials, tools and equipments brought by the contractor to the company's premises shall not be removed without the written consent of the Engineer-in-charge or any officer authorized for that by the company.
- 16.3 All materials, tools, equipment brought to the Company premises shall be entered as per the guideline of the company and the formalities to be followed are to be collected from the Engineer-in-charge or the authorized person of the Company.

17.0 RATES

- 17.1 The accepted rates shall be for all operations and Schedule of Items of Work and are inclusive of cost of materials, all labour charges, cost of transportation, incidental charges, insurances, loading and unloading charges, testing, inspection, profits, Taxes, duties etc. but excluding GST.
- 17.2 The rates shall be firm till the completion of the work including the extended period, if any and no claims for revision of rates on any account shall be entertained. Also no claims due to any variation of individual quantities will be entertained. The contractor shall execute the work at agreed rates up to +/- 25% of the initial contract value, if required. The bidder shall strictly comply with this for carrying out the site work and submission of reports, detailed drawings etc.

18.0 ISSUE OF DEPARTMENTAL MATERIALS

No materials will be issued by OWNER for this work.

19.0 EARNEST MONEY DEPOSIT, PERFORMANCE GUARANTEE & SECURITY DEPOSIT

19.1 EARNEST MONEY DEPOSIT (EMD)

The bidder shall be accompanied by an Earnest Money Deposit of Rs. 3240/- (Rupees Three thousand two hundred and forty only). EMD shall be deposited by way of demand draft in favor of Managing Director, Rubber Park India (P) Ltd payable at Valayanchirangara. EMD of unsuccessful bidders will be returned after acceptance of a tender is finally settled. Tender not accompanied by EMD will be rejected.

- a) If a bidder withdraws his bid during the period of validity specified or refuses to accept the order EMD shall be forfeited.
- b) If the successful bidder fails within the time limit to sign the contract document or fails to furnish the security deposit EMD shall be forfeited.



19.2 PERFORMANCE GUARANTEE AND SECURITY DEPOSIT

Performance Guarantee: The successful Tenderer on receipt of the Letter of Award, shall deposit an amount equal to 5 % (five percent) of the contract value, as Performance Guarantee in the form of DD in favour of Managing Director, Rubber Park India (P) Ltd. payable at Valayanchirangara or Treasury/Bank Fixed Deposits or in the form of Bank Guarantee from a Scheduled/ Nationalized bank and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement” within fifteen days from the date of the letter of award. The validity of BG shall be up to 3 months after defects liability period. EMD will be refunded to the bidder only after the remittance of the Performance Guarantee and execution of the agreement.

The Performance Guarantee shall become due for discharge only after the completion of defect liability period and issue of a final acceptance certificate by the Engineer, settlement of dues to the Rubber Park India (P) Ltd. and after the contractor furnishes a Bank Guarantee/DD in accordance with Clause towards defect liability. The Defect Liability period shall be considered as 18 months from the date of issue of completion certificate by the Engineer/Owner.

Security Deposit : Security Deposit is the retention amount deducted from the running bill of the contractor in addition to Performance Guarantee. This will be deducted from each running bills of the Contractors @ 2.5% of the gross amount of running bill so that the amount so retained shall be 2.5% of value of the work done till then.

On virtual completion of the work and passing of Final bill, recording of completion certificate, the Security Deposit will be released based on the report from the Engineer-in-Charge/Consultant.

If the successful bidder fails to commence the work within the prescribed time specified in the contract, the Company/Owner shall forfeit the Performance Guarantee and amount shall be recovered from out of the bank guarantee/DD furnished by him.

All compensation or other sums of money payable by the contractor to the Company/Owner under terms of this contract may be deducted from or paid by the encashment or sale of sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the employer on any account whatsoever and in the event of his security deposit being reduced by reasons of any such deductions or sale of aforesaid, the contractor shall within ten days thereafter make good in way of bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of contractor's equipment on site etc. or his security deposit or any part thereof.

19.3 No interest will be paid for the period during which the Performance Guarantee or Security Deposit or EMD lies with the Company/Owner.

20.0 DEFECT LIABILITY PERIOD / MAINTENANCE PERIOD



All the works carried out by the contractor shall be guaranteed for a period of 12 months from the date of completion and taking over. In case the manufacturer provides any additional warranty, the contractor may pass on the additional warranty to the company free of cost. In case of any defect in the work carried out or in the equipment supplied arising out of poor workmanship or design defect observed during the guarantee period of 12 months, the same will be rectified by the contractor free of any cost to the company immediately. In case the contractor fails to rectify the defects to the satisfaction of the company, same will be got done by the company at the risk and cost of the contractor and all expenses on this account shall be recovered from the performance guarantee.

21.0 PAYMENTS

21.1 The payment to the Contractor for the performance of the works under the contract will be made by Rubber Park as per the guidelines and conditions specified in the contract after making statutory deduction like income tax, KCWWF, levies, duties etc and any other deduction recommended by the Engineer-in-charge. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all the works and on fulfillment by the Contractor of all his liabilities under the Contract. The company's Engineer's certificate of measurement shall be accepted as final and binding on all parties.

21.2 Billing procedure : The contractor shall prepare and submit the bills showing quantity executed item wise along with the detailed measurement sheets in two copies. The bills shall be submitted on completion of milestone activities. Payments against Running Account Bill shall be released only on certification by the Engineer-in-charge in the following manner;

- (i) 75% of the running account bill, after deductions will be released within 10 working days from the submission of the bill on the basis of checking and certificates by the Engineer-in-charge.
- (ii) Balance 25% will be paid within 30 working days from the submission of bill. It is to be noted that as far as possible the Contractor will submit the bill after joint measurements and certified by the Engineer-in-charge. This is to expedite the billing procedure.

Measurements shall be recorded as per the methods of measurements spelt out in CPWD/KPWD specifications/codes and IS code 1200 if not mentioned in the specifications. Engineer-in-charge shall be fully authorised and entitled for checking the measurements quantitatively and qualitatively as recorded in the measurements Books/Bills.

21.3 Dispute in Mode of Measurement: In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian standard code shall be followed and the decision of the Engineer-in-charge shall be final.

21.4 Currency of Payment

All payments under the Contract shall be in Indian Rupees only.



22.0 TAXES AND DUTIES

Income tax and KCWWF at applicable rates will be deducted from the bill. The contractor shall be responsible for payment of all taxes, duties, levies applicable for the work under the contract. Any variation in taxes, duties and levies during the currency of the contract shall be borne by the contractor. GST will be paid extra over the quoted rates, as applicable.

23.0 LIABILITY FOR ACCIDENTS AND DAMAGES

23.1 ACCIDENT OR INJURY TO WORKMEN

The Client shall not be liable for, in respect, or any damages or compensation payable as per regulations or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor shall indemnify and keep indemnified the Client against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation there to.

24 SAFETY MEASURES

The contractor has to make his own arrangement to ensure safety of the workers deployed by him. He has to provide all personnel safety appliances like safety helmet, safety belt, safety shoe etc. He has to follow the instructions given by the safety officer of Company/Owner.

25.0 COMPANY / OWNERS OBLIGATION

25.1 Company will hand over the front / work site as per the contract.

26.0 COMPLIANCE WITH LABOUR LAWS AND RULES

26.1 No person below the age of 18 years shall be employed in the work.

26.2 The contractor shall maintain relevant records and fulfill all conditions and requirements in accordance with labor laws and rules in force.

26.3 The Contractor shall pay wages to labour employed by him in accordance with the rules, regulations and the law in force relating to the payment of wages for the workers. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, The Minimum Wages Act, 1948, the Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, the Industrial Disputes Act, 1947, the Maternity Benefit Act, 1961, the Mines Act, 1952, the Contract Labour (Regulations & Abolition) Act, 1940, all other benefits including the benefits under ESI Act, PF Act, Employees Compensations Act and Annual bonus as per Payment of Bonus Act., insurance Etc. and compliance under the various enactments relating to the workers deployed by him. Rubber Park shall have the right to verify the compliance to the payment of minimum wages and all other benefits or any modifications thereof or any other law relating thereto and rules framed there under from time to time. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc will be deemed to be part of the contract.



- 26.4 The Contractor shall take necessary insurance to cover the entire provisions of Workmen's Compensation Act and the public liability and also in respect of any other person on account of accident at site.
- 26.5 Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst its employees and for the preservation of peace and protection of persons and property in the neighborhood of the site against the same
- 26.6 The Contractor shall not stop or cause stoppage of work on account of strike or other agitation during the period of contract. The contractor shall engage his labour as per the provisions of relevant labour acts. In case the Contractor engages migrant laborers their data shall be verified by the Contractor. Upon the occurrence of any strike or labour dispute involving any of Contractors personnel engaged on the services, contractor shall forthwith give details thereof to Rubber Park. Clearing of labour dispute/strike is the responsibility of the contractor.
- 26.7 The Contractor shall at his own expense arrange all the safety provisions to the labours directly or indirectly employed by him for performance of the works and shall provide all facilities in connection therewith

27.0 OBJECTION TO CONTRACTORS EMPLOYEES

The owner shall be at liberty to object to and require the contractor to remove forthwith from the works any person employed by the contractor in or about the execution of the work who in the opinion of the Owner, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable by the Owner.

28.0 PROVISION OF WORKMEN'S COMPENSATION ACT

In every case in which by virtue of the provisions of the Workmen's Compensation Act the owner is obliged to pay compensation to a workman employed by the contractor in the execution of the work, the owner will be entitled to recover from the contractor the amount of compensation so paid and without prejudice to the right of the Owner under the said Act, the Owner shall be at liberty to recover such amount or any part thereto by deducting it from any other sum payable to the contractor.

29.0 COMPENSATION FOR DELAY IN WORK

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below or that the work remains incomplete.



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

- Compensation for delay of work - @ 1.5 % per month of delay to be computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with Owner/Client

30.0 CLEARANCE OF SITE ON COMPLETION OF WORK

On completion of the work the contractor shall remove all temporary structures, debris etc from site and hand over the site at which he has worked in clean condition.

31.0 LANGUAGE OF THE CONTRACT

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. Information in any other language shall be accompanied by its translation in English. The metric system of measurement shall be used exclusively in the Contract.

31.1 All Correspondence regarding the bid shall be in the following addresses:

Owner: The Managing Director,
Rubber Park India (P) Ltd.
2A, “ Kautileeyam”, Rubber Park,
Valayanchirangara P.O
Ernakulam, Kerala– 683 556
Phone / Fax : (0484) - 2657218, 2655538, 2655548
E-mail : md@rubberparkindia.org .

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TECHNICAL SPECIFICATIONS

1.1 All works shall be carried out at site as per CPWD Specification for Civil -2009 Vol 1&2, with latest amendments, MoRTH specifications for road works and CPWD General Specifications for electrical-2013, with latest amendments unless otherwise specified.

1.2 Applicable codes and specifications

IS 269	Specification for ordinary, rapid hardening and low heat Portland cement
IS 1489	Specification for Portland- pozzolona cement
IS 650	Specification for standard sand for testing of cement
IS 383	Specification for coarse and fine aggregates from natural sources for concrete
IS 2386	Methods of test for aggregates for concrete I to VIII
IS 516	Methods of test for strength of concrete
IS 1199	Methods of sampling and analysis of concrete
IS 432 (Part I & II)	Specification for mild steel and medium tensile steel bars and hard drawn steel wire for concrete reinforcement
IS 1139	Specification for hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement
IS 1786	Specification for cold twisted steel bars for concrete reinforcement.
IS 1791	Specification for batch type concrete mixers
IS 2438	Specification for roller pan mixer
IS 2505	Specification for concrete vibrators immersion type
IS 2750	Specification for steel scaffoldings
IS 456	Code of practice for plain and reinforced concrete
IS 2502	Code of practice for bending and fixing of bars for concrete reinforcement
IS 3558	Code of practice for use of immersion vibrators for consolidating concrete
IS 3414	Code of practice for design and installation of joints in buildings
IS 4014	Code of practice for steel tubular, scaffolding (Part I & II)
IS 3696	Safety code for scaffolds and ladders
IS 1077	Common burnt clay building bricks
IS 3102	Classification of burnt clay bricks
IS: 2180	Burnt clay building bricks, heavy duty
IS: 3495	Method of sampling and testing clay building bricks
IS: 2691	Burnt clay facing bricks
IS: 2221	Code of practice for brick work
IS 1200	Method of measurement of building and civil engineering works
IS 3696	Safety code for Scaffolds and ladders



IS 4081-1986	Safety code for blasting and drilling related operations.
IS 14458 (part1)	Specifications for the retaining wall constructions

2.3 LIST OF APPROVED MANUFACTURERS/ SUPPLIERS

Sl. No	Description of Item	Manufacturers/Suppliers
1	Cement	Ultratech (L&T), Gujarat Ambuja, Birla, ACC, Shankar, Ramco, Malabar
2	Reinforcement Bars	TISCO, SAIL, RINL, VIZAG or equivalent
3	Structural Steel	TATA, SAIL, VIZAG or equivalent
4	MS Tubes	Tata, Lloyd Metal & Engineering Co., NSL Limited or equivalent
5	GI pipes	TATA, SAIL or equivalent
6	PVC /UPVC pipes and fittings	Supreme, Finolex, Sakthiman, Prince, Star or equivalent
7	Forged Brass Ball Valve	Zoloto or equivalent



PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on non-judicial stamp paper of value Rs. 200/- and submitted along with tender).

Preliminary Agreement entered into on this day of 2022 between **Managing Director**, Rubber Park India (P) Ltd. 2A “Kautileeyam” Rubber Park, Valayanchirangara P. O, Ernakulam, Kerala, Pin : 683 556 of the one part and M/s., office at,Dist. (state) Pin., represented by its, Shri., son of Shri., aged (....) years, residing at P.O,Dist. , (state) Pin., PAN/Aadhaar No. (hereinafter called “ the Contractor”) of the other part for the execution of the agreement as well as for the execution of work.

WHEREAS the Rubber Park India (P) Ltd. Invited tenders for the work of .. by notification No. .. dated ... for the ..

AND WHEREAS the notice inviting tenders state as follows:

Before commencing work and within 10 days from the date of Letter of Award/Work Order from the client the tenderer shall deposit a sum of 5 percent of the probable value of contract shall be treated as performance guarantee for the proper fulfillment of the same and shall execute an agreement for the form given in the annexure. If he fails the earnest money deposit shall be forfeited to the Rubber Park India (P) Ltd. And fresh tenders to pay the requisite deposit, sign contract or take possession of the work the same will be recovered from him, but should it be saving to the Rubber Park India (P) Ltd., the original contractor shall have no claim whatsoever to the difference.

NOW THEREFORE THESE PRESENTS WITNESS AND it is mutually agreed as Follows:

The terms and conditions for the said contract having been stipulated in the said tender form to which the contractor has agreed, a copy of which is hereto appended which forms part of this agreement, it is agreed that the terms and conditions stipulated therein shall bind the parties to this agreement except to the extent to which they are modified or altered by express terms and conditions herein agreed to and in which respect the express provisions herein shall supersede those of the said tender form.

The contractor hereby agrees and undertake to perform and fulfill all the operations and obligations connected with the execution of the said contract work viz. (Here enter the name if the work is awarded in favour of the Contractor.)

If the contractor does not come forward to execute the original agreement within 10 days after letter of award is issued in his favour or commits breach of any of the conditions of the



contract as stipulated in the notice inviting tenders as quoted above with in the period stipulated, then the Rubber Park India (P) Ltd. may rearrange the work otherwise at the risk and cost of the contractor and the loss so sustained by the Rubber Park India (P) Ltd. can be realised from the contractor as per the prevailing rules as assessed quantified and fixed by the Engineer considering the prevailing market rates and after giving due notice to the Contractor. The decisions taken by such authority, officer or officers shall be final conclusive and shall be binding on the contractor.

The contractor further agrees that any amount found due to the Rubber Park India (P) Ltd. under or by virtue of this agreement shall be recoverable from the contractor from his EMD and his properties movable and immovable as per the prevailing rules or in any other manner as the Rubber Park India (P) Ltd. may deem fit in this regard.

It witness whereof the parties have executed these presents in the day and the year first above written.

Signed
On behalf of Owner .

Signed
On behalf of Contractors.

(Rubber Park India (P) Ltd.)

IN PRESENCE OF TWO WITNESSES

1. _____
1. _____

2. _____
2. _____



Form of Contract Agreement

Agreement No. RP/.....

This AGREEMENT made on this the ...th day of 2022, by and between **Rubber Park India (P) Ltd.**, a joint venture of Kerala Industrial Infrastructure Development Corporation (KINFRA) and Rubber Board, incorporated as a company under the Indian Companies Act. 1956, having its registered office at 2 A, "Kautileeyam", Rubber Park, Valayanchirangara P.O, Ernakulam Dist., Kerala Pin : 683 556, duly authorized and represented by its **Managing Director**, Sri., son of, aged (.....) years, residing at....., P.O, Pin PAN (herein after referred to as 'RPIPL'), which expression shall include, unless repugnant to the context, be deemed to include its successors and permitted assigns on the ONE PART.

And

M/s., having its registered office at(state) , Pin : , duly authorized and represented by its, Sri., son of Sri....., aged(.....) years, residing at",P O,(state) Pin:, Aadhaar No. (hereinafter referred to as the "CONTRACTOR" which expression shall, unless repugnant to the context, be deemed to include his legal representatives, executors administrators, successors and permitted assigns) of the OTHER PART.

WHEREAS, RPIPL is desirous of carrying out "....." hereinafter referred as 'WORK'. WHEREAS, RPIPL has invited competitive tender item rate/percentage bids, on bidders participated in the tender. The bids of the bidders were opened on On evaluation, it was found that M/s., has quoted the lowest rate at estimate rate /..... % (..... .. percent) above/below the tendered PAC (ie for Rs./-). Accordingly, RPIPL has issued work order No., dated awarding the contract to M/s., for the work of "....." at his agreed contract amount of **Rs...../-** (Rupeesonly). The applicable GST will be paid extra.

AND WHEREAS Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions, unit rate, specifications, technical specifications & in the schedule of quantities and conditions of



contract (all of which are collectively hereinafter to as the said conditions and forming part and parcel of this articles of agreement) the work shown upon the said drawings and/or described in the said specifications and included in the said schedule of quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under (herein after referred to as the “said Contract amount”).

The following documents and correspondence also form part of this agreement as if they are specifically incorporated herein.

1. Tender document No., dated
2. Work order No., dated

NOW THEREFORE THIS PRESENTS WITNESSED AND IT IS MUTUALLY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the time and in the manner set forth in the conditions, the Contractor shall upon and subject to the conditions of the contract and General Conditions of Contract execute and complete the work shown upon the said drawings and described in the said specifications and schedule of quantities at the agreed rates.
2. The “RPIPL” shall pay the Contractor, the Contract Amount or such other sum that may become payable at times and in the manner hereinafter specified in the said conditions.
3. The said conditions thereto shall be read and constructed as forming part of this agreement and the parties hereto shall respectively abide by and submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions.
4. The documents mentioned herein above shall form the basis of this contract.
5. The Contractor hereby agrees and undertakes the perform and fulfil all the conditions and obligations connected with the execution of the said contract work viz.-
“.....”.



6. The Contractor has furnished 5% of contract value as performance guarantee amounting to Rs./-, in the form of Fixed Deposit of Rs./- vide receipt No., dated and Bank Guarantee No....., dated for Rs...../- at Bank., for due performance of obligation of the Contractor under the contract.
7. The “RPIPL” reserves to them the right of altering the drawings and nature of the work by adding or omitting any items of work from the contract or having portions of the same carried out by themselves or through any other agency without prejudice to the right of “RPIPL” under this contract.
8. The Contractor shall indemnify and keep indemnified “RPIPL” against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in connection with the construction or maintenance of the work and against all claims, demands, proceedings, damages, cost, charges, expenses whatsoever in respect thereof in relation thereto.
9. It is specifically understood that the Contractor shall not be eligible for or entitled to claim any amount except to the extent allowed or due under the terms of this contract. It should be understood that on no account, the rates once agreed to and quoted in the tender, shall be revised.
10. It is specifically understood that work should be completed in all respects within the stipulated time showing proportionate progress at each and every stage of work. Any delay in completing the project in time will attract compensation as per tender condition.
11. The Period of Completion for this work is Months from (ie on).
12. The rates quoted by the Contractor shall be firm and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever.
13. It is specifically understood that the any part of the work is not completed in time as agreed by the contractor it will be carried out at the risk and cost of the contractor.
14. The several parts of the contract have been read by the Contractor and fully understood by the Contractor.



15. This agreement has deemed to have come into force from and has validity till actual completion of work, as per tender condition plus defects liability period of months.

16. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kerala and only courts in Ernakulam shall have jurisdiction to determine the same.

In witness WHEREOF the Managing Director, Rubber Park India (P) Ltd and the CONTRACTOR have set their hands on the day and year above written.

Signed by, Managing Director, Rubber Park India (P) Ltd.	Signed by Proprietor, M/s.
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In the presence of witnesses:

In the presence of witnesses:

IN PRESENCE OF WITNESSES:

1.

2.



INFORMATION ABOUT THE BIDDER

A DETAILS OF THE BIDDER

<i>(TO BE SUBMITTED IN THE LETTER HEAD OF THE BIDDER)</i>	
<i>Name of Work:</i>	
1. Details of the Bidder	
1.1.	Name of the Firm/Bidder
1.2.	Address
	Tel. No. (O)
	Mobile No.
	E mail
1.3	Nature of Firm Note:- 1. Tick whichever is applicable 2. Attach certified documentary proof.
	Proprietary/ Partnership/ LLP Company (Private Limited)/ Company (Public Limited)/
1.4	Details of proprietor/ partners/ Directors.
1.5	Name of the responsible contact person:
	Tel No. (O)
	Mobile No.
1.6.	Date & No of Registration of Firm/company (Attach certified copy of certificate.)
1.7	Permanent Account Number Attach documentary proof
1.8	GST Number Attach documentary proof



1.9	Contractor license Number Attach documentary proof	
1.10	Name of Bankers with address and telephone nos., IFSC Code and Account Number.	

Signature of the Bidder

Name :

Designation :



Schedule of Quantity

Item no	Description of work	Unit	Quantity	Rate	Amount
1	Earth work in excavation by mechanical means (Hydraulic excavator) / manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m.	Cu.M	5.00	297.00	1485.00
2	Solid block masonry using pre cast solid blocks (Factory made) of size 30x20x20cm or nearest available size confirming to IS 2185 Part I of 1979 for super structure up to floor two level thickness 20cm and above in: CM 1:6 (1 cement : 6 coarse sand) etc complete	Cu.M	15.00	7806.00	117090.00
3	Plastering with CM 1:4, 12 mm thick including cost of all materials, scaffolding charges, conveyance, labour charges, curing etc, complete	Sq. M	27.00	314.00	8478.00
TOTAL				Rs. 1,27,053.00	
(Rupees One lakh twenty seven thousand and fifty three only)					



Price Bid

Name of work : Reconstruction of Compound Wall on the western boundary of Plot No. 59 at Rubber Park, Irapuram.

Tender No : RP/C/04 R /22, date : 12.12.2022

Name of bidder :

I / We agree to undertake the works at estimate rate /..... % (..... .. percent) above/below estimate rate. (strike out whichever is not applicable)

Signature of bidder :

Name and address of bidder :

Note:-

1. The rate shall be entered in both figures and words and in case of any disparity between them the rates in words will be taken for granted.
2. The bidder shall attest any correction / scouring or over writing.

(To be entered by the person opening the tender)

1. Scorings
2. Overwriting
3. Corrections

Signature of the person opening the tender

Witness;

- 1.
- 2.

Date :



END OF DOCUMENT