



RUBBER PARK INDIA (PVT) LTD

(A Joint Venture of KINFRA & Rubber Board)

2 A, "Kautileeyam", Rubber Park, Valayanchirangara, P.O, Ernakulam, Kerala-683 556.
Tel: (0484) 2657218/ 2655548 | Email: md@rubberparkindia.org | Web: www.rubberparkindia.org

Notice Inviting Tender (NIT)

Tender No : **RP/ADM/T/02/2025**

Name of the Work : **Supply of Driver on Contract basis for Company owned Car at Rubber Park**

EMD : **Rs. 10,000/-**

Period of Contract : **One year**

Tender Fee : **Rs.933/- (Including GST)**



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Tender No : **RP/ADM/T/02/2025**
Name of Work : **Supply of Driver on Contract basis
for Company owned Car at Rubber
Park**

Locality : Irapuram, Valayanchirangara P O,
Ernakulam- 683 556.

Last date of Submission : 24.07.2025 at 2:30 PM
Name of Bidder :
Address of Bidder :
.....
.....

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Tender Notice

Tender # RP/ADM/T/02/2025



**Rubber Park India (P) Ltd., 2 A, Kautileeyam, Irapuram
Valayanchirangara P O, Ernakulam- 683 556**

Tender

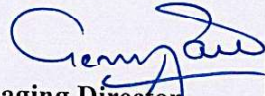
The Managing Director Rubber Park India (P) Ltd. (RPIPL) invites sealed, unconditional tenders from registered and competent contractors for the following work:

Supply of Driver on Contract basis for Company owned Car at Rubber Park

| Tender fee | EMD | Period of Contract | Last Date of submission |
|--------------------------------|------------|--------------------|-------------------------|
| Rs.933/- (Inclusive of GST) | Rs.10000/- | One year | 24.07.2025 at 2:30 PM |

Tender document (Non-transferable) can be downloaded from the website, www.rubberparkindia.org. Enquires can be made from the office of Rubber Park India (P) Ltd., Irapuram, Ernakulam (Tel: 0484 2657218/2655538), from 08.07.2025 to 24.07.2025.

Place: Irapuram
Date: 08.07.2025


Managing Director
Rubber Park India (P) Ltd.




Am Adm
8/7/25

1.0 Notice Inviting Tender

1.01. The Managing Director, Rubber Park India (P) Ltd (RPIPL) invites tenders in **two cover (Technical and Price)** system for the work detailed below in the prescribed form, from competent, experienced, technically and financially sound contractors, who fulfill the eligibility criteria prescribed in Clause 1.02.

| NIT No | Name of work& Location | EMD (Rs.) | Period of contract | Last date of submission of Tender document | Time & Date of opening of Technical bid | Tender Fee (Rs.) |
|------------------|---|-----------|--------------------|--|---|------------------|
| 1 | 2 | 4 | 5 | 6 | 7 | 8 |
| RP/ADM/T/02/2025 | Supply of Driver on Contract basis for Company owned Car at Rubber Park, Irapuram. | 10000/- | 1 year | 24.07.2025 at 2.30 PM | 24.07.2025 at 3.00 PM | 933/- (Inc.GST) |

1.02. Minimum Eligibility Criteria

1.01.1. The intending bidders is eligible to submit the bid provided, the bidder has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily fulfilled the following criteria. Joint ventures and consortiums formed for the purpose of bidding are not eligible to participate in this tender. The Bidder should have a Registered or any Branch Office located in Kerala.

1.01.2. The bidder should have satisfactorily completed the work of providing Man Power Supply Services to any State/Central Govt./Autonomous bodies / public sector organization/any industrial parks of similar nature in Kerala for at least two years as on date of submission of bid.

1.01.3. The total average annual turnover for the last 3 FY 2021-22 & 2022-23, 2023-24, of the firm / company should be at least Rs.15 lakhs.

1.01.4. The Bidder should be registered with the Income Tax, GST and also under the various labour registrations, EPF, ESI etc.

1.01.5. The Bidder should submit copies of certificates proving qualification and experience of the proposed driver.

Before participating in the tender, the intending bidders are advised to satisfy themselves whether the conditions set out above are fully met by the bidders. The tender documents of those companies / firms who fail in the PQ process would be rejected summarily and no correspondence or intimation would be given to such companies or firm and the decision of RPIPL. in this regard is final.

1.03. General Tender Terms & Conditions

1.03.01 Downloading of tender document: Tender document can be downloaded from www.rubberparkindia.org. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

1.03.02 Publishing of Corrigendum: All corrigenda shall be published on www.rubberparkindia.org and shall not be available elsewhere.

1.03.03 Pre-Bid Meeting: Pre-Bid meeting shall be held at Office of RPIPL at Irapuram, Ernakulam Dist on **11.07.2025 at 11.00 am** to clear the doubt of intending bidders, if any. For those **who are not able to attend pre-bid meeting** shall send all their queries, if any, to the mail id md@rubberparkindia.org on or before **10.07.2025 at 05.00 pm**. No queries received after the stipulated time shall be encouraged.

1.03.04 Bid submission: The complete Sealed Tender (with name of work on top of the cover) should reach the office of the undersigned on or before 02.30 PM on 24.07.2025 by post / courier and the opening will be done at 03.00 PM on the same day in the presence of available contractors/his authorized representatives. The Rubber Park shall not be responsible for the delay or non-receipt of the Sealed tenders sent by post or courier.

1.03.05 No alterations shall be made by the bidder in the notice inviting tender, instructions to the bidders, contract form, general conditions of contract, special conditions, technical bid and price bid and if any such alterations are made, the tender is liable to be rejected.

1.03.06 Opening of Technical Bid and Bidder short-listing: The technical bids will be opened evaluated and shortlisted as per the eligibility and technical qualifications. Failure to submit the documents will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid. The technical bids will be opened at the office of the **RPIPL, 2A Kautilleeyam, Valayanchirangara, Ernakulam 683 556 at 03.00 PM (IST); on 24.07.2025**. If the tender (technical bid) 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.

1.03.07 Opening of Price Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the price bid. The time and date of opening of Price Bid of the tender shall be intimated only to the qualified and technically acceptable bidders at a later date.

1.03.08 Documents Comprising Bid:

(i) The First Stage (Pre-Qualification / Technical Bid – Cover - 1):

Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

- 1) Tender Document.
- 2) Copy of certificate of incorporation issued by respective Registrar of Firms/Companies.
- 3) Copy of Registration under Kerala Shops & Commercial Establishments.
- 4) Copy of Registration under ESI Act
- 5) Copy of Registration under EPF Act
- 6) Copy of Audited Balance Sheet and P&L Account (FY 2021-22 & 2022-23 2023-24).
- 7) Copy of Experience Certificates issued by Clients.
- 8) Copy of qualification & experience certificates of proposed staff for RPIPL as per Form 6.2 B
- 9) Copy of GST registration Certificate
- 10) Copy of PAN Card

- 11) Duly signed Preliminary Agreement in stamp paper worth Rs.200/- (form 4)
- 12) Any other Document as specified in the tender.

(ii) The Second Stage (Price Bid – Cover -2):

The Bidder shall complete the Price bid as per format given in the tender form

1.03.09 Earnest Money Deposit (EMD)

The bid shall be accompanied by an Earnest Money Deposit of Rs. **10,000/-** (Rs Ten Thousand only). EMD shall be deposited by way of Demand Draft in favour Managing Director, Rubber Park India (P) Ltd payable at Valayanchirangara. EMD of unsuccessful bidder will be returned after acceptance of a tender is finally settled. The EMD willnot carry any interest. Tenders submitted without EMD will be summarily rejected.

E.M.D. deposited with The RPIPL will be forfeited,

- i) If a Bidder withdraws his bid during the period of validity specified.
- ii) If the successful Bidder fails within the time limit to sign the Contract agreement or fails to furnish the required Performance Guarantee.

EMD will be discharged only after when the successful Bidder has furnished the Performance Guarantee and execution of the agreement.

1.03.10 Performance Guarantee

The successful bidder has to submit a Performance Guarantee of 10% of the annual contract amount by way of DD or NEFT/RTGS in favor of RPIPL, from a nationalized / Scheduled Bank within 10 days from the date of work order. The performance guarantee will be refunded only after three months from satisfactory completion of contract. The E.M.D will be refunded after remittance of the performance guarantee and execution of the agreement by the successful bidder.

All the deposits of EMD & performance guarantee will not bear any interest whatsoever.

1.03.11 Payment Terms

The CONTRACTOR/Agency shall submit self-attested copies of muster roll; original statement of overtime & holiday claims (if any) certified by the officers of the RPIPL, copies of PF/ESI challans with ECR statements and payment proof of the previous month, , GST remittance details, detailed salary break ups (as per the format given by RPIPL) and proof of salary remittance to employees through their individual bank accounts, and other statutory payments if any at the time of submission of monthly bills at the end of every month. The payment against the monthly bills of the contractor shall be released only upon complying with the above conditions.

Please note GST at the applicable rate will be paid extra, upon reflection of it in our GSTR 2B. The Contractor shall have no claim by way of interest or compensation for the reason of late releasing of the payment to them on this account. Owner shall have the sole authority to judge the performance of Services. Upon receipt of each invoice, Owner's representative shall review it and if deemed to be in accordance with the agreement, owner shall approve the said invoice and payment will be made to contractor within ten (10) days from the receipt of correct invoice by owner subject to bills being in complete shape with all necessary support documentation and in the accepted format. All the applicable taxes and duties will be deducted from the bills. The bill submitted should be as per tax rules. The GST at applicable rate shall be paid by the owner. If the successful contractor has not paid ESI, PF, GST, Salary for employee, as per rules, the same will be recovered from the bills/ performance guarantee and contract will be cancelled at the risk and cost of the Contractor, without further notice.

1.03.12 Please note that engagement on holidays will be on an "Hourly basis".

1.03.13 All Inclusive Rates

The Contractor shall complete the Price bid as per the BoQ attached and submit the same along with Tender. The rates quoted by the Contractor shall be inclusive of all charges like: Minimum Wages (Basic+VDA), VDA shall be strictly as per Consumer Price Index Kerala, and other allowances if any, bonus 8.33% of Basic + VDA, LWF, ESI, EPF and services charges and all applicable taxes **excluding GST** and the Contractor shall not be entitled to make any other demands monetary or otherwise from the RPIPL during the term of this contract. The GST will be paid only as per the GST Act/Rules upon reflection of it in our GSTR 2B. The rates quoted shall be firm

throughout the period of contract as quoted by the bidder and there shall be no upward revision of the rates quoted by the contractor for any reason what so ever. All applicable taxes and duties will be deducted from the bills. The contractor shall maintain an Accident Insurance / Employees Compensation policy for the personnel employed by him in the zone who are not covered by ESI throughout the period of contract. Necessary proof shall be produced to the RPIPL authorities for verification.

Charges for overtime shall be paid extra for duties beyond 8 hours for which the Bidder shall quote the rates separately.

Arrangements for stay if any, outside Ernakulam District shall be met by the Owner and no overtime for stay over night shall be paid.

Per day Travel Allowance for travel within 100 kms radius (outside Ernakulam Dist) shall be Rs. 200.00 and beyond 100 kms radius (outside Ernakulam Dist) shall be Rs. 400.00 and the same shall be claimed along with the monthly bills. No Travel Allowance within Ernakulam Dist will be paid.

1.03.14 Period of Contract

The contract shall be for a period of 1 year and the tenderer shall indicate the cost, considering all the above. The Contract may be extended further, if mutually agreed by Owner & the Contractor.

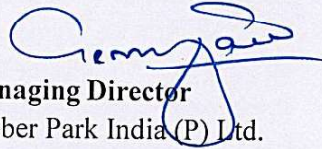
1.03.15 No alterations shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the contractors, Contract form, conditions of the contract and specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.


1.03.16 The Tendering authority of the RPIPL reserves the right of accepting the whole or any part of the tenders received and the tenderer shall be bound to perform the same at the rate quoted.

This Notice Inviting Tender will form part of the tender document and the agreement executed by the successful bidder.

Date: 08/07/2025

Place: Irapuram


Managing Director
Rubber Park India (P) Ltd.
2A, "Kautileeyam"
Valayanchirangara P O
Ernakulam 683556


AM Achu
8/3/25

2.0 BID SYNOPSIS

| | | |
|----|--|--|
| 1 | Tender No: | RP/ADM/T/02/2025 |
| 2 | Name and address of client | Managing Director, RPIPL., 2A, Kautileeyam, RPIPL, Valayanchirangara P.O, Irapuram, Ernakulam, Kerala, Pin : 683 556 |
| 3 | Name of Work | Tender for Supply of Driver on Contract basis for Company owned Car at Rubber Park |
| 4 | Issue of Tender Documents | Tender documents can be down loaded from www.rubberparkindia.org |
| 5 | Pre Bid Clarification start date | 04/07/2025/2025 at 02.00 pm |
| 6 | Submission of Pre Bid Clarification end date | 10/07/2025 at 05.00 pm |
| 7 | Prebid Meeting Date & Time | 11/07/2025 at 11.00 am (IST) (Venue: RPIPL, 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam – 683556) |
| 8 | On line bid submission starting Date & Time | 11/07/2025 by 05.00 pm onwards. |
| 9 | On line bid submission closing Date & Time | 24/07/2025 at 02.30 pm |
| 10 | Tender Opening Date (Technical bid) | On 24/07/2025 at 03.00 pm (IST) (Venue: RPIPL, 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam – 683556) |
| 11 | Period of Contract | 1 year |
| 12 | Bid system | Two bid system (On line) (Cover. I: Technical Bid along with EMD and Cover II: Price Bid) |
| 13 | Tender Fee | Rs. 933/- -(Inclusive of GST) non-refundable |

| | | |
|----|---|---|
| 14 | Earnest Money Deposit (EMD) | Rs 10,000/- to be remitted through Demand Draft in favour Managing Director, Rubber Park India (P) Ltd payable at Valayanchirangara. |
| 15 | Performance Guarantee to be made within 10 days from the date of Work Order | Contractor should submit a performance guarantee of 10% of the annual contract amount by way of DD or NEFT/RTGS in favour of RPIPL, from a nationalized / Scheduled Bank valid for the entire period of contract plus three months of the contract within 10 days from the date of Work Order. The performance guarantee will be refunded only after satisfactory completion of contract. |
| 16 | Validity period of tender | 60 days from the date of opening of technical bid |

Section - 3

INSTRUCTIONS TO BIDDERS

3.01. Back ground

Rubber Park India (P) Ltd (RPIPL). is a joint venture company of Rubber Board and Kerala Industrial Infrastructure Development Corporation (KINFRA). It is established to set up an industrial estate exclusively for Rubber and Rubber wood Industries. RPIPL is one of the electricity distribution licensees operating in the State of Kerala.

3.02. Location

The RPIPL is located at Irapuram, in Mazhuvannoor Panchayath near Perumbavoor, Ernakulam Dist. 29 KM from Ernakulam, 25 KM from Aluva, 17 KM from Muvattupuzha and 10KM from Perumbavoor.

3.03. Nature of work.

Providing the services of Driver on contract basis for Company owned Car (For Managing Director)

3.04. 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.

3.05. Submission of tender

The complete Sealed Tender with two covers – Technical & Price Bids (with name of work on top of the cover) should reach the office of the undersigned on or before 02.30 PM on 24.07.2025 by post / courier and the opening will be done at 03.00 PM on the same day in the presence of available contractors/his authorized representatives. The RPIPL shall not be responsible for the delay or non-receipt of the Sealed Quotations sent by post or courier.

During the opening of Envelope-1 (Technical Bid), only the names of agencies who have furnished EMD, shall be read out and no other information, whatsoever shall be given.

3.06. Bid Opening and Evaluation

3.06.01. Bid Opening

- a) Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative.
- b) In the event of the specified date of bid opening being declared a holiday for RPIPL, the bids will be opened at the same time on the next working day.

3.06.02. Confidentiality

- a) Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award has been announced in favor of the successful Bidder.
- b) Any effort by a Bidder to influence the Owner/or his representatives during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, and may result in the rejection of the Bidders' bid.

3.06.03. Clarification of Bids

- a) To assist in the examination, evaluation, and comparison of bids, and qualification of the Bidders; the Tender Inviting Authority may ask the Bidder for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- b) Subject to clause 3.06.03 a. no Bidder shall contact the Tender Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Tender Inviting Authority, it shall do so in writing.

3.06.04. Examination of Bids, and Determination of Responsiveness

- (i) During the detailed evaluation of Technical Bid, the Tender Inviting Authority will determine for each Bid.
 - a. meets the eligibility criteria as required in the NIT;
 - b. meets the qualification criteria in accordance with the provision of NIT; and
 - c. is accompanied by the required bid submission fee, bid security and the required documents and certificates.
- (ii) A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents.
 - a. which affects in any substantial way the scope, quality, or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - c. Whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- (iii) If a Bid is not substantially responsive, it may be rejected by the Tender Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- (iv) Non submission of legible or required documents or evidences may render the bid non-responsive.
- (v) The Technical evaluation of all the bids shall be carried out as per information furnished by Bidders. The Tender Inviting Authority will evaluate bid and finalize list of responsive Bidders.
- (vi) The technical bid submitted by the responsive Bidders shall be evaluated as per the pre-qualification criteria by a Committee for selecting the pre-qualified Bidder.
- (vii). The Price Bids of the technically responsive and pre-qualified Bidders shall only be opened. At the time of opening of "Price Bid", Bidders, whose Technical Bids were found responsive, can be present, if they desire so.

3.07. Award of Contract

3.07.01. Subject to Clause 3.06, the Tender Inviting Authority will award the Contract to the Bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price.

3.07.02. In the eventuality of failure on the part of the lowest successful Bidder to produce the original documents, submit the Performance Guarantee or enter into agreement with the Agreement Authority within the specified time limit, the Bidder shall be debarred in future from participating in all Bids and such bidder shall be blacklisted and EMD will be forfeited. In such cases, the work shall be tendered or will be awarded to the second lowest bidder, as decided by the tendering authority.

3.07.03. The rates for the various items quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation.

3.07.04. Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 3.07.01 to 3.07.03, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

3.07.05. Notification of Award and Signing of Agreement

(a) The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Work Order") will state the sum that the RPIPL will pay the Bidder in consideration of the execution, completion and remedying defects, if any in the Outsourcing manpower works by the Contractor as prescribed in the Contract.

(b) The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 1.03.10.

3.08. Corrupt or Fraudulent Practices

3.08.01. It is required that the Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- (a). “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (b). “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.
- (c). “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (d). “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

3.08.02. The RPIPL will reject a proposal for evaluation, and/or award if it determines that the Bidder recommended for award has engaged in any of the corrupt or practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

3.09. Forms and Declarations

Various forms and formats for declarations to be submitted by the Bidder for Bid submission and pre-qualification detail submissions are included in the sections- FORMS and Pre-qualification Information. Bidders are requested to fill in the required forms and declarations and submit the same with their bids.

3.10. General Guidelines

3.10.01 Before participating in the Tender, the intending bidders are advised to satisfy themselves whether the conditions set out in prequalification criteria are fully met by the bidders. The tender documents of those companies / firms who fail in the PQ process would be rejected summarily and no correspondence or intimation would be given to such companies or firm and the decision of RPIPL. in this regard is final.

3.10.02 RPIPL. shall have no responsibility for any errors in downloading the document or due to erroneous submission. RPIPL., reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

3.10.03 Subject to the RPIPL right to accept any tender and reject any or all tenders, the RPIPL will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest Evaluated Tender Price provided further that the bidder has the capability and resources to carry out the contract effectively.

3.10.04 Prior to the expiry of the period of validity of the tender "RPIPL." will notify the successful bidder in writing that his tender has been accepted. This letter (hereinafter referred as Work Order) shall name the sum, which "RPIPL." will pay to the contractor in consideration of the execution, completion, operation, and guarantee of the work by the contractor as specified in the contract (hereinafter called the contract price). The letter of acceptance will constitute the formation of a contract.

3.10.05 Before commencing the work within 10 (Ten) days from the date of Work Order, the bidder shall make a Performance Guarantee as given in clause 1.12 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an Agreement for the work in required non-judicial stamp paper (Rs 200/-) in the format given as “Articles of Agreement”.

3.10.06 Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected.

3.10.07 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the RPIPL.

3.11. Right to Reject any Bid

Those Bidders/Contractors who are awarded contract earlier and whose contract has been terminated due to violation of contract terms and has been blacklisted by any State/Central Govt./Autonomous bodies / public sector organization and / or any Contractor who has got any uncleared dues or financial liability with RPIPL are not eligible and will not be able to participate in the tender.

Section – 4

GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

4.1 Interpretation and Definitions

- a. The Owner shall mean the “Rubber Park India (P) Ltd” (RPIPL) having its office at Valanchirangara, Ernakulam- 683 556 and include their legal representatives, successors and permitted assigns.
- b. The “Contract” shall mean an agreement where a proposal has been accepted and shall include the notice inviting tender, the tender and acceptance thereof and the formal agreement, if any, executed between the RPIPL and the contractor together with the documents referred to therein including these conditions with appendices and any special conditions; the specifications, schedule of quantities with rates and amounts. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- c. The “Contractor” shall mean a registered firm or incorporated company undertaking the works and shall include legal heir of such company or successors of such firm or company as the case may be and permitted assigns of such firm or company.
- d. The “Contract Sum” shall mean the sum for which the tender is accepted.
- e. A “Day” shall mean a day of 24 hours from mid-night to mid-night irrespective of the number of hours worked in that day.
- f. “Excepted Risks”, are risks due to riots (other than that among Contractor’s employees) and civil commotion (in so far as both these are uninsurable), war whether declared or not, invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damage from aircraft, acts of God such as earthquake, lightning and unprecedented floods and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

- g.** A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
- h.** The “Works shall means the works to be executed in accordance with the contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works as required for performance of the Contract.

4.2 Scope and Performance

a. General:

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner in every respect in strict accordance with the tender conditions. All labour and / or personnel employed by the Contractor shall be engaged by him / them as his / their own employees in all respect implied or expressed. The Contractor shall also ensure that for the services only qualified and experienced personnel who can perform as per the desired standards are deployed.

4.3 Sufficiency of Tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rate quoted shall, except as otherwise provided, cover all his obligations under the Contract.

4.4 Labour Rules:

In respect of all personnel, employed by the CONTRACTOR, the CONTRACTOR shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act 1970 , Minimum wages Act 1948, Payment of wages Act 1936, The Kerala Shops & Establishments Act 1960 and any amendments thereof and all legislation and rules of the State and / or Central Government or other local authorities, framed from time to time, governing the protection of health, sanitary arrangements, wages, welfare and safety for labour employed and for bonus, gratuity, retrenchment,/lay off, compensation, and all other statutory obligations. 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.

4.5 Accidents:

The Contractor shall indemnify and keep indemnified the RPIPL against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out or in consequence of the work as per the tender and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect of or to indemnify the owner against any compensation or damage caused by the expected risk/Third Party Liability/risks. The CONTRACTOR shall be responsible for the safety of all employee employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to RPIPL and the CONTRACTOR shall make every arrangement to render all possible assistance and aid to the victims of the accident. RPIPL shall not be liable for, in respect of 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, and the CONTRACTOR shall indemnify and keep indemnified RPIPL 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. The Contractor shall be responsible for the safety of the

employee employed or engaged by him on and in connection with the works and shall forthwith report all cases of accidents to any of them, however caused and whenever occurring, to RPIPL and the Contractor shall make every arrangement to render all possible assistance and aid to the victims of the accident.

4.6 Compensation:

The CONTRACTOR shall at all time indemnify and keep indemnified RPIPL against all claims for compensation under the provisions of the Employees Compensation Act 1923 or any other law for the time being in force by or in respect of any workmen employed by the CONTRACTOR in carrying out the contract and against all costs and expenses or penalties incurred in connection therewith. In any case in which, by virtue of the provisions of the said Act, if RPIPL is obliged to pay compensation to a workmen employed by the CONTRACTOR in executing the works, RPIPL shall recover from the CONTRACTOR the amount of the compensation with all the expenses so paid and without prejudice to the rights of RPIPL under the said Act. RPIPL shall be at liberty to recover such amount or any part thereof by deducting it from the performance bank guarantee or from any amount due by RPIPL to the CONTRACTOR, whether under this contract or otherwise without prejudice to any other remedy that may be available to RPIPL in law. RPIPL shall not be found to contest any claim made against it under the said Act, except on the written request of the CONTRACTOR and upon his giving to RPIPL full security for all costs for which RPIPL might become liable in consequence of non-testing claim.

4.7 Industrial Dispute:

It is laid down that in case any industrial dispute has arisen or is apprehended between the Contractor and the employee/workmen, the Contractor is liable to see that the dispute is settled or to submit himself to legal proceedings arising out of such industrial dispute and RPIPL shall not be liable or responsible, in any manner whatsoever in this regard.

4.8 Insurance:

The Contractor shall take necessary insurance to cover (both accident & medical) the entire provisions of Employees Compensation Act for the personnel who are not covered under ESI throughout the period of contract.

4.9 Labour :

The Contractor shall ensure payment of Employees Provident Fund Act 1952 and its amendments, Employment State Insurance Act 1948 and its amendments, Minimum Wages Act 1923 and its amendments, Equal Remuneration Act 1976 and its amendments, Payment of Wages Act 1936 and its amendments, Payment of Bonus Act 1965 and its amendments, Kerala Shops & Commercial Establishments Workers Welfare Fund Act 2006, Contract Labour (Regulation & Abolition) Act 1971 and its amendments, Kerala Shops & Commercial Establishments Act 2018 and its amendments and any applicable law in the country where any of the services are performed or regulations issued including without limitation all laws, regulations and requirements of Government of India.

The contractor shall pay fair wages to all the staffs deployed by him and should ensure strict compliance of the provisions specified by the Government of Kerala from time to time. The basic wage, VDA, service weightage shall be in line with the Government of Kerala notification GO. (P) No.196/2016/LBR dated 21st December, 2016 and its amendments or other relevant statutes or GO's if the same is not applicable. If service weightage is applicable cited above to any of the employees it is to be paid as per the relevant government orders/notifications. **The VDA based on consumer price index of Ernakulam shall be paid to the personnel.**

The Contractor shall ensure that statutory employee deduction (ESI, EPF, KLWF, if any and Professional Tax) of gross salary be at the rate specified by law. The CONTRACTOR shall ensure that the yearly Bonus @ 8.33% of Basic+VDA shall be paid to the employees as per Payment of Bonus Act, 1965. However, during the initial year the Bonus period shall be calculated from the month of commencement of the contract till the month of issue of the Bonus amount.

The payment of salary to employees shall be made on or before 7th working of the succeeding month. The 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 neighbourhood of the site against the same.

Upon the outbreak of any strike or labour dispute involving any of Contractor's personnel engaged on the services, Contractor shall forthwith give details thereof to Rubber Park. If any dispute arises between the contract labour/employees and Contractor agency, RPIPL will not be responsible in any manner. 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. 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.

The CONTRACTOR shall maintain an attendance register of those employed by him, on a daily basis. The registers shall be made available to RPIPL for inspection as and when required by RPIPL.

The Contractor shall within twenty four (24) hours of any occurrence of any accident at or about the site or in connection with the execution of the services or any injury, loss or damage to any personnel or to property of Contractor, RPIPL or of a third party, report such occurrence to the competent authority.

The Contractor shall obtain and keep it in force throughout the term of the agreement, necessary / valid labour license from the Licensing authority under The Contract Labour (R&A) Act 1970, and the rules framed there under and produce the same to RPIPL before commencement of the services under the contract. The Contractor shall also indemnify RPIPL from and against any claims under the aforesaid act and the rules and shall continue to have a valid license until completion of the contract period or any extended period.

Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-performance of the work.

The Contractor shall keep the RPIPL indemnified against all the losses, damages or liability arising out of or imposed in pursuance of any violation by the Contractor under labour laws & the rules there under or of any prosecution or award made by court of law or other authorities specifically under the Industrial disputes Act-1947.

The RPIPL shall be indemnified from all the liabilities, what so ever created under the Employee Compensation Act / ESI Act in respect of any injury suffered by the personnel employed by the Contractor or resulting in death / fatal accident etc.

The responsibilities whatsoever, incidental or direct , arising out of or for compliance with or enforcement of the provisions of various labour laws of the country shall be that of the Contractor and the RPIPL shall, in no way, be responsible or liable for their wages, salaries, bonus, or any other allowances, leave salary, wages for holidays or any compensation, notice pay etc.

The minimum age limit for the personnel shall be 30 years.

All National & Festival holidays applicable to RPIPL shall be considered as holidays for the contractors personnel.

Employee deployed shall be given with admissible leave as per the Act or as per the leave rules framed by the Contractor considering the working days of RPIPL. Application for leave for prior approval shall be submitted to the concerned officers of RPIPL in advance, failing which will be treated as unauthorized absent.

In every case in which, by virtue of the provision of the aforesaid acts or rules, the RPIPL is obliged to pay any amount of wages to the personnel employed by the Contractor in execution of the work or to incur any expenditure in providing welfare, Health & safety amenities required to be provided under the aforesaid act and rules or to incur any expenditure on account of contingent liability of the RPIPL due to the Contractor's failure to fulfill his statutory obligation under the aforesaid act or the rules, the RPIPL shall be at liberty to withhold from the bills of the Contractor the amount of the wages as paid or the amount of expenditure so incurred, and RPIPL shall be at liberty to recover such amount or part thereof by deducting it from performance guarantee and / or from any sum payable by the RPIPL to the Contractor. The decision of the RPIPL regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

The Contractor shall at all time indemnify the RPIPL against all claims which may be made under the Employees Compensation Act 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequences of any accident, injury sustained by any labour / servant or person in his employment and engaged in the performance of contract. If any such accident occur which may involve any such liability under the Act, the RPIPL shall be at liberty to withhold such amount from the bills of the Contractor and also deposit the same with Commissioner under the E.C. Act.

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.

4.10 Sub Contractor:

The CONTRACTOR shall not sub contract any part of the work under this contract without the written consent of RPIPL and such consent, if given, shall not relieve the CONTRACTOR from any liability or obligation under the contract and the CONTRACTOR shall be liable for all the acts, defaults and neglects of the subcontractor, his agents,

employees or workmen as fully as they were the acts, defaults or neglects of the CONTRACTOR of his agents, servants or workmen. The tender conditions shall be applicable to subcontractors as well. The CONTRACTOR shall be responsible for the observance of the provisions of aforesaid clauses by the sub-contractors employed by him in the execution of the contract.

4.11 Conflict of Interest:

Contractor shall conduct its operations in a lawful manner consistent with good international practices and standards for such type of services. Neither Contractor nor any of its subsidiaries or affiliates shall in connection with the services enter into a contract, give an undertaking, bid, enter into a Joint Venture Partnership, have any relations with a Third Party or any other arrangement to perform any services, to supply goods or equipment which may be to RPIPL's detriment.

4.12 Force Majeure

If either party is prevented from or delayed in performing any obligation under this contract as a result of circumstances beyond its control, including but not limited to Act of God, severe earthquake, typhoon or cyclone, flood, lightening, land slip, fire or explosions, plague or epidemic, war, riot, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or trade embargos by any public authority, it shall not be deemed to have committed a default or breach of conditions of this contract and time for carrying out the activity thereby affected shall be extended for a reasonable period for which the work is actually affected due to such cases, provided it shall promptly notify the other of the details of the force majeure and the influence on its activity under this contract. The proof of the existing Force Majeure shall be provided by the party claiming it to the satisfaction of the other.

Should either party be prevented from fulfilling the obligations provided for in the contract by the existence of cause of Force Majeure lasting continuously for a period of 6 months the parties hereto shall consult with each other in regard to the future implementation of this contract.

The contractual right and obligations covered under this contract shall not be assigned by either party without obtaining, in advance, the written consent of the other party hereto.

RPIPL or Contractor may, if warranted by circumstances, waive any of its rights under this contract, but a waiver by either party of any of such rights in this contract shall not constitute a precedent, not bind either party hereto, to a waiver of any succeeding breach of the same of any other term, provision or condition of the contract.

All communications and notices to be given by either party to the other in connection with the rights and obligations of both parties hereto under to pertaining to this contract shall be made in the English language and if sent by post, they shall be by postage prepaid and registered mail and if confirmed by letter to addresses in the agreement. Either party may change individuals designated to receive notice or addresses and in such an event notice shall be given to the other party by means of written notice of any such change.

This contract and all questions arising there from shall be interpreted in accordance with and governed by the laws of India.

4.13 Termination of Contract

RPIPL may, without prejudice to any other rights or remedies provided by law or under this contract, by giving one month written notice of default to the CONTRACTOR, terminate this contract in whole or in part in any of the following circumstances:

- a. If the CONTRACTOR has been declared bankrupt or insolvent.
- b. If the Company/Partnership firm is dissolved.
- c. If any of its Directors / Partners is convicted in any criminal offence.
- d. Violation of the provisions of Acts, Rules, Schemes or notifications issued by the appropriate Govt. from time to time, as applicable.
- e. If the CONTRACTOR repetitively fails to perform the work after receipt of notice from RPIPL specifying such failure.
- f. If the Contractor violates the terms and conditions of the tender document.

4.14 Termination for Convenience.

RPIPL may without prejudice to any other rights or remedies provided by law or under this contract, if it is felt to the RPIPL that the personnel engaged by the CONTRACTOR as per the contract are not satisfactory RPIPL can terminate this contract in whole or in, part after giving a written notice of ONE MONTH and the contractor can terminate the contract by giving THREE MONTHS advance notice to RPIPL.

In case of any misconduct or delay in discharging duties or if the performance is not found satisfactory, on the part of any personnel employed by the contractor his service shall be terminated forthwith on intimation from authority of RPIPL and the agency/contractor shall provide substitutes immediately. RPIPL reserves the right to terminate the contract during the currency of the contract, if the performance of the contractor is not found to be satisfactory or other reasons which they found is necessary in the interest of the RPIPL with an advance notice of one month. The contractor will not be eligible for any compensation whatsoever for termination of contract as above.

In case of any disputes arising out of the interpretation, operation, and enforcement of this agreement the same shall be referred to the sole adjudication of the Managing Director of RPIPL who will be the sole Arbitrator and his decision on all such matters be final and acceptable to all the parties of this contract.

4.15 Foreclosure of contract

- a. If at any time after acceptance of the tender, during execution of work, the owner shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the authorized person of the owner shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- b. The contractor shall be paid at contract rates full amount for works executed as per the scope of work.

4.16 Termination of Contract on Death

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then, unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract, the owner shall be entitled to cancel the contract as to its incomplete part without the owner being in any way liable to payment of any compensation to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of the contract. The decision of the Owner (RPIPL) that the legal representatives of the deceased contractor or the surviving partners of the contractor's firm cannot carry out and complete the contract shall be final and binding on the parties. In the event of such cancellation, the owner shall not hold the estate of the deceased contractor and/or the surviving partners of the contractor's firm liable for damages for not completing the contract.

4.17 Liability for Damage, Defects or Imperfections and Rectifications

In the event of any damage caused to the property (Motor Car)of RPIPL by the Driver engaged by the Contactor during the period of contract the Contractor shall be held fully responsible for such damages. If any compensation is received through insurance coverage for the said damage, the Contractor shall be liable to pay the balance amount if any over an above the settlement amount paid by the insurance company. This additional amount shall be recovered from the contractor either from their pending bills or from the performance guarantee.

Section – 5

SPECIAL CONDITIONS OF CONTRACT

5.1 Description of Work

The work for providing manpower services shall be done by deploying competent, trained and experienced work force under a well-structured system.

5.2 Duties and obligations of the contractor & the personnel deployed by the Contractor

The details about the scope of work are described below

1. The primary purpose of carrying out the Works is to ensure that the best standards are maintained at all times round the year for the entire contract period.
2. The Contract is for a period of 1 year.
3. The contractor shall follow all instructions issued by RPIPL fromtime to time.

5.3 Detailed Scope of Work

1.1 The Driver should have an experience of more than 15 years in LMV with a valid license or five years in LMV with valid Heavy license. Driver shall be a native of Kerala, healthy and male. Driver shall be made available on holidays on short notice to the contractor.

1.2 The Driver should ensure that the vehicle is always kept clean and tidy.

1.3 The Driver shall be well dressed and well behaved. Any laxity of behaviour of the Driver shall be treated as breach of contract.

1.4 In case of non availability of Driver, alternative arrangement shall be made by the Contractor and the same shall be intimated to RPIPL. If Driver is not provided by the Contractor, as required by the RPIPL, alternate arrangements will be done at the risk and cost of the contractor by RPIPL.

1.5 The details of journeys undertaken by the officials of the RPIPL, fuel purchased, Oil, etc. shall be reported to the officer/staff in charge of the Car on a daily basis. Servicing of the Car shall be done as directed by the officials of the RPIPL from time to time.

1.6 The vehicle shall be parked at Managing Director's residence and the starting and ending trips will be from the residence of Managing Director - RPIPL, at Thammanam, near Vyttila. RPIPL shall have the right to change the parking point from time to time for which no extra charges will be paid.

1.7 If the performance of the Driver is found not good, Contractor shall replace the driver forthwith suitable one as per direction of the RPIPL.

1.8 The personnel employed by the CONTRACTOR shall not use any intoxicating liquor, drugs or smoke while on duty. The contractor shall remove the personnel (Driver) from duty immediately when such instances are reported. The penalty levied if any shall be deducted from the monthly

5.4 Contractors Personnel

- a) For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Labor Legislations in respect of personnel so employed and engaged in RPIPL under this contract. The workers deployed by the Contractor in RPIPL shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against RPIPL.
- b) The Contractor shall be solely responsible for the redressal of grievances /resolution of disputes relating to workers engaged by them. RPIPL shall, in no way, be responsible for settlement of such issues whatsoever.
- c) The RPIPL shall not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Contractor in the course of their performing the functions / duties, or for payment towards any compensation.
- d) The Driver deployed by the Contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, adhoc, regular / confirmed employees during or after expiry of the contract period.
- e) In case of termination of this contract on its expiry or otherwise, the Driver engaged by the Contractor shall not be entitled to and shall have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the RPIPL.

- f) The persons to be deployed must strictly meet the requirement of the network contracted to the contractor. The suitability of the persons to carry out the work contracted shall be endorsed by the RPIPL officials and in case, the deployed persons are found to be not suitable for the work, the contractor shall ensure immediate replacement of them. Any addition or deletion in the case of Contractor's personnel in RPIPL during the tenure of the contract should be with prior permission of RPIPL only.
- g) Any addition or deletion in the case of CONTRACTOR's personnel in RPIPL during the tenure of the contract should be with prior permission of RPIPL only.
- h) It shall be the duty and responsibility of the CONTRACTOR to comply with all statutory requirements with regard to the employment of his personnel. He shall be liable for payment of ESI, EPF, KLWF, bonus, Employees compensation policy Insurance if not covered under ESI and all other payments as necessitated by the relevant statutes or otherwise.
- i) A copy of the Bio-data with photograph, relevant self attested certificates, ID proof and age proof, Driving License of the personnel after proper scrutiny shall be made available to RPIPL for verification and approval shall be obtained from RPIPL before the personnel are actually posted. The officials of RPIPL shall interview the people identified by the CONTRACTOR and their deployment shall be subject to RPIPL's approval / acceptance of the personnel. Such decision of RPIPL shall be final and binding upon the CONTRACTOR.
- j) The CONTRACTOR shall ensure that the personnel posted by him will not have any claim on RPIPL by way of job, salary increase or any benefit and should acknowledge and communicate to the personnel that they are employees of the CONTRACTOR and not of RPIPL.
- k) If the personnel engaged make any default like mal practices/altering or damaging of log books or other records etc., the Contractor alone shall be responsible for all legal and cost implications in this regard.
- l) RPIPL shall have the full authority to ask for immediate replacement of the personnel deputed by the CONTRACTOR to the premises of RPIPL without assigning any reason whatsoever. In such case the CONTRACTOR shall arrange immediate replacement upon intimation of the requirement of replacement.

- m) RPIPL shall have the right to impose penalty/fine on the CONTRACTOR for any lapses from the personnel engaged by the CONTRACTOR or demand removal of any of the personnel deployed and such personnel shall be removed and replacement provided immediately, failing which loss incurred to the RPIPL will be recovered from the contractor..
- n) The staffs employed by the CONTRACTOR shall not use any intoxicating liquor, drugs or smoke while on duty. The contractor shall remove the staffs from duty immediately when such instances are reported. The penalty levied if any shall be deducted from the monthly bills claimed by the contractor.
- o) The Contractor shall indemnify the RPIPL against all actions, proceedings, claims demands, costs and expenses which may be made against the RPIPL for or in respect of or arising out of any failure by the Contractor in the performance of his obligation under the contract document. RPIPL shall not be liable for or in respect of any demands or compensation payable under any law in respect of any consequence of any accident or injury to any workmen or other person and the contractor shall indemnify and keep indemnified RPIPL against all such damages and compensation against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

5.5 Working Hours

The Driver shall report for duty from 7.30/8.00 hrs to 18.30/19.00 hrs, normally (Monday to Saturday). However, depending upon the urgency of works, the Driver may be required to work late (beyond office hours) or on holidays depending on demand or works. RPIPL reserves the right to change the timing/duration, whenever necessary at its discretion and the person shall be required to render the services during such timings as intimated to the Contractor. Normal working hours will be eight hours from starting time and over time will be paid for additional daily works, as per labour rules.

5.5 Conditions of Performance Contractor confirms and assures that :

- a. Contractor has the requisite skilled and qualified personnel to perform the services.
- b. Contractor has inspected the premises and is familiar with the conditions related to performance of the services.

- c. Contractor shall at all times ensure that the services are being carried out in the most expeditious efficient manner consistent with the best interests of RPIPL, and in good and professional manner and in accordance with sound industry practice.
- d. Contractor shall perform and provide the services in accordance with provisions of this Contract and shall exercise all reasonable skill, care diligence and judgment in performance of the services.
- e. Contractor shall notify RPIPL as soon as Contractor knows of any difficulty in performing the services. If, at any time during the performance of the services, Contractor's actual progress is inadequate to meet the requirements of the Contract, RPIPL may so notify Contractor who shall thereupon take such steps as may be necessary to improve it's the performance.
- f. The Contractor should note that unless otherwise stated the tender is on lump sum rate basis and his attention is drawn to the fact that rates for each and every lump sum should be correct, workable and self-supporting.

If the contractor fails to execute the works as directed by RPIPL within the stipulated time, then RPIPL reserves the right to execute the works at the risk and cost of the contractor.

Section - 6

FORMATS FOR QUALIFICATION

6.1 DETAILS OF THE BIDDER

| | | |
|---|--|---------------------------|
| (TO BE SUBMITTED IN THE LETTER HEAD OF THE BIDDER) | | |
| Name of Work:..... | | |
| 1. Details of the Bidder | | |
| 1.1 | Name of the Firm/Bidder | |
| 1.2 | Address | |
| | Tel. No. (O) | |
| | Mob. No. | |
| | E mail | |
| 1.3 | Nature of Firm (Note:- 1. Tick whichever is applicable. 2. Attach certified documentary proof) | Proprietary |
| | | Partnership |
| | | 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 documentary proof) | |
| 1.7 | Permanent Account Number (Attach documentary proof) | |
| 1.8 | GST registration Number (Attach documentary proof) | |

| | | |
|------|---|--|
| 1.9 | Registration under Kerala Shops & Commercial Establishments (Attach documentary proof) | |
| 1.10 | EPF Registration Number (Attach documentary proof) | |
| 1.11 | ESI Registration Number (Attach documentary proof) | |
| 1.12 | Copies of the Balance Sheet and Profit and loss account for the last three FY (2021-22, 2022-23 & 2023-24)) | |
| 1.13 | Copies of the acknowledgement of the IT returns for the last three AY (2022-23, 2023-24 & 2024-25) | |
| 1.14 | List of Reputed clients along with documentary Evidence (Attach copies of Experience Certificate) | |
| 1.15 | Name of Bankers with address and telephonenos., IFS Code ,and Account No. | |

Signature of the Bidder

6.2 ORGANISATION STRUCTURE OF THE FIRM

A. Chief of the Organization :

a. Name :

b. Designation :

c. Address :

d. Telephone :

e. Email :

f. Mobile :

g. Qualification :

h. Age :

i. Experience :

B. List of proposed personnel to be provided at RPIPL with qualification and experience in the following format.

| S/N | Name | Age | Educational Qualification | Technical Qualification | Relevant Experience (No. of yrs) |
|-----|------|-----|---------------------------|-------------------------|----------------------------------|
| 1 | | | | | |

* Copies of qualification / experience certificates of personnel should be enclosed.

* Details may be furnished in separate sheet in the same format if required.

Signature and Seal of Bidder

6.3 DETAILS OF PREVIOUS EXPERIENCE OF CONTRACTS
(meeting the prequalification criteria)

A. Details of the completed major contracts may be furnish in the following Format.

| Name of the Client | Description of work | Number of personnel deployed | Value of Contract (Rs) | Date of Work Order | Stipulated period of completion |
|--------------------|---------------------|------------------------------|------------------------|--------------------|---------------------------------|
| | | | | | |

Signature and Seal of Bidder

6.4 FINANCIAL INFORMATION

- A. Furnish the turnover for the last 3 years in the following format (Enclose Copies of Audited balance sheet and P & L statement).

| S/N | Financial Year | Turnover (Rs. in lakhs) | Remarks |
|-----|----------------|----------------------------|---------|
| 1 | 2021-22 | | |
| 2 | 2022-23 | | |
| 3 | 2023-24 | | |

- B. Whether any legal cases are pending against the firm for the last five years, please furnish the details in the following format.

| S/N | Organization against whom the litigation is involved | Brief details of dispute | Amounts involved (Rs) | Present Status | Remarks |
|-----|---|-----------------------------|-----------------------------|----------------|---------|
| | | | | | |

Signature and Seal of Bidder

Section - 7

BID FORM AND OTHER FORMS

FORM-1

Note: Bidders are required to furnish this form in the letter head filling all the blank spaces.

TENDER FORM

To

.....
.....
.....

Dear Sirs,

Sub :SUPPLY OF DRIVER ON CONTRACT BASIS AT RPIPL INDIA (P) LTD.,
IRAPURAM, ERNAKULAM

Ref: Tender No. RP/ADM/T/02/2025, dated

With reference to the tender invited by you for the above proposed work, I/We write this after having:

- a) Examined the instructions to tenderers, agreement and the conditions of contract annexed thereto (hereinafter called The Contract Documents) relating to the work.
- b) Visited and examined the sites of the proposed work and
- c) Acquired the requisite information as affecting the tender

I/We undersigned hereby offer to undertake the proposed work in strict accordance with the contract document for the consideration to be calculated in terms of the price schedule of quantities.

My/Our acceptance to all the conditions of the tender document in this bid form shall persist over any other terms and conditions, deviations, if any, given in my/our bid.

I/We undertake, if my/our bid is accepted, complete the whole of the works as per the attached schedule form the date of issue of intimation by you that our tender has been accepted and upon receiving possession of site. I/We further undertake that on failure, subject to the conditions of the contract relating to extension of time, I/We shall pay agreed 'Liquidated Damages' / Penalty for the period during which the work shall remain incomplete.

If my/our bid is accepted, I/We will obtain the bank guarantees as per the terms and conditions for the due performance of the contract.

I/We agree to abide by this bid for the period of 60 days from the date fixed for bid opening and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Work Order shall constitute a binding contract between me/us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of 2025

(Signature) For and on behalf of

.....

FORM 2

ACCEPTANCE LETTER

Note: Bidders are required to furnish this form in the letter head filling all the blank spaces.

To

The Managing Director,
RPIPL., “ 2A,
Kautilleeyam”
Valayanchirangara P.O
Ernakulam,
Pin : 683 556

Dear sir,

I/We hereby unconditionally accept the tender terms and conditions in its entirety
for Tender No RP/ADM/T/02/2025 dated: for the

....

.....at Rubber Park, Irapuram.

I/We also confirm that payment of EMD, Tender Fee has been **remitted through**

.....

Date:

**SIGNATURE OF THE BIDDER
WITH RUBBER STAMP**

FORM 3

DECLARATION FORM

Note: Bidders are required to furnish this form in the letter head filling all the blank spaces.

To

The Managing Director,
RPIPL.,2A, “
Kautilleeyam”
Valayanchirangara P.O
Ernakulam,
Pin : 683 556

DECLARATION

I/We confirm having read and understood the work requirements, instructions, forms, terms and conditions and all relevant information regarding the Tender No. RP/ADM/T/02/2025 Dated2025 and agree to abide by all without any deviation from what are stated above and contained therein in the Tender Notification. I/We am/are fully aware of the statutory obligations to be complied with and I/We will be responsible for all the statutory/legal obligations.

This offer will be valid for 60 days from the date fixed for bid submission and in case the contract is awarded to me/us, no enhancement/revision of the charges will be demanded during the currency of the contract.

Place:

Date:

**SIGNATURE OF THE BIDDER
WITH RUBBER STAMP**

FORM 4

PROFORMA OF PRELIMINARY AGREEMENT

(To be executed on non-judicial stamp paper of value as per stamp Act. and submitted along with tender).

Preliminary Agreement entered into on this day of
2025 between **Managing Director**, RPIPL. 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 residing at
..... (hereinafter called “
the Contractor”) of the other part for the execution of the agreement as well as for the
execution of work.

WHEREAS the RPIPL. Invited tenders for the work of
..... by notification No. ..
..... dated in the
.....

AND WHEREAS the notice inviting tenders state as follows:

Before commencing work or within 10 days after the date when acceptance of the tender has been intimated to him the tenderer shall deposit a sum of 10% 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 RPIPL. 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 RPIPL., 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 of 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 Work Order 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 RPIPL may rearrange the work otherwise at the risk and cost of the contractor and the loss so sustained by the RPIPL.can be realised from the contractor as per the prevailing rules as assessed quantified and fixed by the Officer considering the prevailing market rates and after giving due noticeto 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 RPIPL. 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 RPIPL. 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 and Delivered for and
On behalf of Owner .

Signed and Delivered for and
On behalf of Contractors.

(RPIPL.)

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

SECTION – 8

ANNEXURES

ANNEXURE 1
[On the letter head of firm]
PRICE BID FORM
(TO BE SUBMITTED BY THE LOWEST BIDDER AFTER OPENING
THE FINANCIAL BID)

(A) Gross

| Sl. No. | Components | Amount (Rs.) |
|--------------------------------|--|---------------------|
| a) | Gross monthly wages (including all allowances) | |
| b) | Employers contribution towards statutory payment like EPF,ESI, LWF, Bonus, and other contributions if any) | |
| c) | Service Charges | |
| Gross Wage (A)= (a+b+c) | | |
| (In Words) | | |

(B) Overtime Charges (hourly basis)

| S/N | Category | Per Hour |
|------------|--|-----------------|
| 1. | Overtime charges for Driver | |
| 2. | Additional charges for National Holidays | |

Note : Labour laws in force shall be followed.

Annexure-2
Articles of AGREEMENT

Agreement of no:

THIS CONTRACT AGREEMENT executed on the between **Rubber Park India (P) Ltd**, a Joint Venture of KINFRA and Rubber Board, incorporated under the Companies Act 1956 and having its Registered office at 2A, Kautileeyam, Irapuram, Valayanchirangara – 683 556 represented by its Managing Director hereinafter called the “**Rubber Park**” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the ONE PART.

AND, with Registered office at, represented by its hereinafter called the “**Contractor**” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the OTHER PART.

AND WHEREAS Company had invited tenders from Contractors for executing the above saidwork as per the tender document No. dated

AND WHEREAS pursuant to the notice inviting offers the Contractor had submitted his tender and the same was opened on along with other tenders submitted by other contractors, and the tender submitted by the Contractor was found to be lowest and accordingly the tender was confirmed in his favour and the Work Order/work order Number..... dated has been issued to the Contractor awarding the contract to the Contractor subject to the terms and conditions contained in the tender document, and the unit rate of specifications, and technical specifications and the schedule of quantities as specified in the tender document.

AND WHEREAS the Contractor has offered to carry out the work and the **company** has agreed to award the work to the Contractor on certain terms and conditions as per the tender No: _____ which the parties are desirous of recording.

Whereas the Company above mentioned is desirous of utilizing the services of the Contractor subject to the terms and conditions hereinafter given.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

1. The company and the Contractor agree that the Work order issued by the company and all the correspondence between the company and the contractor prior to issue of Work order along with the Notice Inviting Tender, Instructions to tenderers, tender Form, General Conditions of Contract, Special Conditions, Technical Specifications, Detailed Specifications, Schedule/Bill of Quantities and letter of acceptance of tender and any amendments, etc. defined as “**Contract Documents**” in the General Conditions shall form an integral part of this Agreement.
2. The Contractor shall provide the service of a Driver on contract basis for the company owned car for a period of one year commencing fromto.....
3. The rate agreed for the above services shall be Rs. per annum as per the BoQ excluding GST as detailed below: .
4. The rate shall be firm throughout the contract period, and there shall be no upward revision of rate for any reason whatsoever. Contract period shall be for one year. It may be extended further, if mutually agreed by RPIPL & the contractor.
5. The Contractor shall ensure that the personnel engaged by them shall be paid the minimum wages under the Minimum Wages Act and 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 all other benefits and compliance under the various enactments relating to the personnel deployed by him. The company shall have the right to verify the compliance to the payment of minimum wages and all other benefits.
6. Per day Travel Allowance for travel within 100 kms radius (outside Ernakulam Dist) shall be Rs. 200.00 and beyond 100 kms radius(outside Ernakulam Dist) shall be Rs. 400.00 and the same shall be claimed along with the monthly bills. No Travel Allowance with in Ernakulam Dist will be paid. Arrangement for stay outside Ernakulam Dist shall be met by Rubber Park and no overtime for stay over night shall be paid.

7. The security deposit amounting to Rs./- (Rupeesonly) remitted by the Contractor, shall be retained with the company till the end of the contract plus three months. The security deposit will be refunded only after satisfactory completion of the contract and issuance of non-liability certificate from the officer in charge. Please note, the security deposit will be forfeited in the event of any breach or negligence or non observance of any terms/conditions of contract or for unsatisfactory performance during the contract period.
8. The CONTRACTOR shall submit self attested copies of muster roll, copies of PF/ESI challans, ECR statements, salary break ups and proof of salary remittance to the personnel engaged for duty through their individual bank accounts, and other statutory payments at the time of submission of monthly bills at the end of every month. The payment against the monthly bills of the contractor shall be released only upon complying with the above conditions. The Contractor shall have no claim by way of interest or compensation for the reason of late releasing of the payment to them on this account. Owner shall have the sole authority to judge the performance of Services. Upon receipt of each invoice, Companies representative shall review it and if deemed to be in accordance with the agreement, owner shall approve said invoice and payment will be made to contractor within ten (10) days from the receipt of correct invoice by owner subject to bills being in complete shape with all necessary support documentation and in the accepted format. All the applicable taxes and duties will be deducted from the bills. The bill submitted should be as per GST rules. The GST, at applicable rate shall be paid by the owner.
9. The said conditions thereto shall be read and construed 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.
10. The personnel engaged by the Contractor shall only be the employee of the Contractor and shall have the relevant experience as per the clause # 5.3 (1.1) of the conditions in quotation.
11. It is specifically understood that Rubber Park shall not have any employer-employee relationship between the personnel engaged by the contractor and Rubber Park as such, and that those persons are not the employees of the Rubber Park. The personnel engaged by the contractor shall have no claim for employment in the service of the Company.

12. The Driver engaged for duty shall report for duty from 7.30/8.00 hrs to 18.30/19.00 hrs, normally (Monday-Saturday). However, depending upon the urgency of works, the Driver may be required to work late (beyond office hours) or on holidays depending on demand or works. Rubber Park reserves the right to change the timing/duration, whenever necessary at its discretion and the person shall be required to render the services during such timings as intimated to the Contractor. Normal working hours will be eight hours from starting time and over time will be paid for additional daily works, as per labour rules.
13. The payment of salary to the personnel engaged shall be made on or before 7th working of the succeeding month only through the bank account of the employee by the Contractor and the proof of which shall be forwarded to Rubber Park along with the monthly bills.
14. The Contractor will be responsible for the payment of minimum wages, as per the Minimum Wages Act and all other benefits and compliance under the various enactments relating to the personnel employed by him from time to time, which is already detailed in the quotation and work order. Rubber Park shall have the right to verify the compliance to the payment of minimum wages and all other statutory benefits.
15. The personnel engaged are not allowed to participate in any political/trade union activities.
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.
17. Noncompliance of the terms and conditions of this contract and the directions given by the officers of Rubber Park from time to time, could lead to termination of this contract and forfeiture of the Security Deposit and black list the contractor. Termination of contract shall be as per clause # 4.13 of the conditions mentioned in the tender.
18. In the event of any damage caused to the property of Rubber Park by the Driver engaged by the Contractor during the period of contract the Contractor shall be held fully responsible for such damages. If any compensation is received through insurance coverage for the said damage, the Contractor shall be liable to pay the balance amount if any over and above the settlement amount paid by the insurance company. This additional amount shall be recovered from the contractor either from their pending bills or from the performance guarantee.
19. If any loss or damage is caused to the property of the Rubber Park due to negligence, want of care, or dereliction of duty on the part of the personnel engaged by the contractor, the said loss or damage shall be deducted from the security charges payable to the contractor or any other amount found due from the Rubber Park.

20. The Contractor agrees to withdraw their personnel immediately on termination of the contract or on direction of the Park.
21. This agreement of contract can be terminated by the company by giving one month notice to the contractor and the contractor can terminate the contract by giving three months advance notice to the company.
22. The following documents are also part of this agreement :
23. If any dispute arises regarding the interpretation of any of the clauses, the decision of the Managing Director of the RPIPL shall be final.
24. 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.

This Agreement shall come into force with effect from and shall remain valid for a period of one year , i.e. fromto.....

In Witness whereof this agreement has been executed by the Managing Director, Rubber Park and by the Contractor by their respective hands on the day, month and year first above written.

For **Rubber Park India (P) Ltd**

For

Managing Director

Proprietor

Witness:

1.

2.