



RUBBER PARK INDIA (P) LTD.

SHORT RE-TENDER DOCUMENT No. RP/C/W/T/04-R1/26

Name of the Work: Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A.

ADDRESS:

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



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SECTION – 1

NOTICE INVITING RE-TENDER



1.0 e-Government Procurement (e-GP) – Notice Inviting Re-Tender

(Re-Tender No: RP/C/W/T/04-R1/26)

1.01. Managing Director, Rubber Park India (P) Ltd. invites **item rate** online 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/firms with appropriate class of registration in Kerala PWD/Central PWD or other Central or State Government Departments or Central or State Public Sector Undertakings etc., who fulfil the eligibility criteria prescribed in **Clause 1.03**.

| Re-Tender No. | Name of the work | Probable amount of contract (PAC) | EMD | Period of completion | Last date of submission of Tender document, | Time & Date of opening of Technical bid | Tender Fee (Non-refundable) | Class of registration |
|-------------------|---|-----------------------------------|-------------|----------------------|---|---|------------------------------|--------------------------------------|
| RP/C/W/T/04-R1/26 | <i>Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A.</i> | ₹ 16,03,205/- (Excluding GST) | ₹ 40, 100/- | 25 days | 5.00 p.m. on 02.05.2026 | 10.15 a.m. on 04.05.2026 | ₹ 2,950/- (inclusive of GST) | CPWD/KPWD Class C (or equivalent) |

1.02. General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online for the “**Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A.**” The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. in this regard,



Rubber Park India (P) Ltd. shall not be responsible for any kind of such issues faced by bidder. Ineligible bidders or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender. If such instances are noticed, the same shall be treated as “fake bidding” by the respective bidder and such bidder shall be blacklisted by Rubber Park India (P) Ltd.

1.02.01 Online Bidder registration process:

Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form/ Annexures of this tender. Mentioning of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.

Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or through email: etendershelp@kerala.gov.in / helpetender@gmail.com for assistance in this regard.

1.02.02 Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document:** Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Publishing of Corrigendum:** All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.
- iii. **Bid submission:** Bidders have to submit their bids **on or before 05:00 p.m. (IST) on 02.05.2026** along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. **No manual submission of bid is allowed** and manual bids shall not be accepted under any circumstances. The Rubber Park India (P) Ltd doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

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, drawings, technical specifications and schedule of quantities and if any such alterations are made, the tender is liable to be rejected.

- iv. **Opening of Bid and Bidder short-listing:** The bids will be opened evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for



opening the financial bid. The technical bids will be opened online at the office of the **Rubber Park India (P) Ltd. 2A Kautileeyam, Valayanchirangara, Ernakulam 683 556 at 10:15 a.m. (IST); on 04.05.2026** in the presence of those bidders or their authorised agents who wish to be present. 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.

1.02.03 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) Duly signed & Stamped/Digitally signed Tender Document.
- 2) Registration certificate of the bidder as a contractor.
- 3) GST registration Certificate
- 4) PAN Card
- 5) Duly filled Formats for Qualification in letter head (form 6A & 6B)
- 6) Copy of the work experience certificate issued by the Client/Company
- 7) Duly filled Bid Forms in letter head (form 1, 2, 3 & 4)
- 8) Any other Document as specified in the tender document

The successful bidder has to produce the original documents for verification, if requested by the tendering authority.

(ii). The Second Stage (Price Bid/BOQ- Cover 2):

The Bidder shall complete the Price bid as per format given for download along with this tender. This shall contain only duly filled BOQ – file in MS-Excel format and shall be uploaded using the digital signature of the Bidder in the e-tender portal.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

1.02.04 Payment of Tender Fee and Earnest Money Deposit (EMD)

The Bidder shall pay; a **Tender document fees of Rs. 2,950/-** (Rupees Two Thousand Nine Hundred and Fifty only) inclusive of GST and **Earnest Money Deposit of Rs. 40,100/-** (Rupees Forty Thousand one hundred only). The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.



Online Payment modes: The tender document fees and EMD can be paid in the following manner through e-Payment facility provided by the e-Procurement system

State Bank of India Multi Option Payment System (SBI MOPS Gateway):

Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in e Procurement System.

| A) Internet Banking Options (Retail) | | | |
|---|------------------------------------|----|--|
| 1 | Allahabad Bank | 32 | Kotak Mahindra Bank |
| 2 | Axis Bank | 33 | Lakshmi Vilas Bank |
| 3 | Andhra Bank | 34 | Mehsana Urban Co-op Bank |
| 4 | Bandan Bank | 35 | NKGSB Co-operative Bank |
| 5 | Bank of Bahrain and Kuwait | 36 | Oriental Bank of Commerce |
| 6 | Bank of Baroda | 37 | Punjab and Maharashtra Cooperative Bank |
| 7 | Bank of India | 38 | Punjab National Bank |
| 8 | Bank of Maharashtra | 39 | Punjab and Sind Bank |
| 9 | Bassein Catholic Co-operative Bank | 40 | RBL Bank |
| 10 | BNP Paribas | 41 | Saraswat Cooperative Bank |
| 11 | Canara Bank | 42 | ShamraoVithal Cooperative Bank |
| 12 | CSB Bank | 43 | South Indian Bank |
| 13 | Central Bank of India | 44 | Standard Chartered Bank |
| 14 | City Union Bank | 45 | State Bank of India |
| 15 | Corporation Bank | 46 | Syndicate Bank |
| 16 | Cosmos Bank | 47 | Tamil Nadu Mercantile Bank |
| 17 | DCB Bank | 48 | Tamil Nadu Cooperative Bank |
| 18 | Dena Bank | 49 | The Kalyan Janata Sahakari Bank |
| 19 | Deutsche Bank | 50 | TJSB Bank (Erstwhile Thane Janata Sahakari Bank) |
| 20 | Dhanalaxmi Bank | 51 | UCO Bank |
| 21 | Federal Bank | 52 | Union Bank of India |
| 22 | HDFC Bank | 53 | United Bank of India |
| 23 | ICICI Bank | 54 | Vijaya Bank |
| 24 | IDBI Bank | 55 | YES Bank |
| 25 | Indian Bank | | |
| 26 | Indian Overseas Bank | | |
| 27 | IndusInd Bank | | |
| 28 | Jammu & Kashmir Bank | | |
| 29 | Janata Sahakari Bank | | |
| 30 | Karnataka Bank | | |
| 31 | Karur Vysya Bank | | |



| B) Internet Banking Options (Corporate) | | | |
|--|-------------------------|----|-----------------------------------|
| 1 | Bank of Baroda | 21 | Laxmi Vilas Bank |
| 2 | Bank of India | 22 | Oriental Bank of Commerce |
| 3 | Bank of Maharashtra | 23 | Punjab & Maharashtra Coop Bank |
| 4 | BNP Paribas | 24 | Punjab & Sind Bank |
| 5 | Canara Bank | 25 | Punjab National Bank |
| 6 | Catholic Syrian Bank | 26 | RBL Bank |
| 7 | City Union Bank | 27 | ShamraoViththal Co-operative Bank |
| 8 | Corporation Bank | 28 | South Indian Bank |
| 9 | Cosmos Bank | 29 | State Bank of India |
| 10 | Deutsche Bank | 30 | Syndicate Bank |
| 11 | Development Credit Bank | 31 | UCO Bank |
| 12 | Dhanalaxmi Bank | 32 | Union Bank of India |
| 13 | Federal Bank | 33 | UPPCL |
| 14 | HDFC Bank | 34 | Vijaya Bank |
| 15 | ICICI Bank | 35 | Axis Bank |
| 16 | Indian Overseas Bank | | |
| 17 | Janta Sahakari Bank | | |
| 18 | Jammu & Kashmir Bank | | |
| 19 | Karur Vysya Bank | | |
| 20 | Kotak Bank | | |

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) **SBI Account Holders** shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*

** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*



Any transaction charges levied while using any of the above modes of online payment has to be borne by the bidder. The supplier/contractor's bid will be evaluated only if payment status against bidder is showing “**Success**” during bid opening.

1.02.05 SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their technical bid and Price bid online on www.etenders.kerala.gov.in along with online payment of tender fee and EMD.

For page-by-page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.

It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process

Further details and clarifications can be had from the office of **Rubber Park India (P) Ltd., 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam, Pin: 683 556, Phone: 0484 – 2655538/48, 2657218.**

1.03 ELIGIBILITY CRITERIA:

Intending bidders is eligible to submit the bid provided he 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.

- 1 The bidder shall be a registered contractor with Kerala PWD/Central PWD or other Central or State Government Departments or Central or State Public Sector Undertakings etc. with valid C class or equivalent or above class registration.
- 2 The bidder should have satisfactorily completed Dredging / Desiltation works during the last seven (7) years preceding to the date of this tender.

Before participating 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 Rubber Park India (P) Ltd. in this regard is final. The intending bidders have to quote their corresponding item rates in schedule of quantities along with the price bid.

- 1.04** Rubber Park India (P) Ltd. shall have no responsibility for any errors in downloading the document or due to erroneous online submission. Rubber Park



India (P) Ltd., reserves the right to accept or reject any or all tenders without assigning any reason what so ever.

- 1.05.01.** After the public opening of the tenders, the information relating to the examination, clarification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to the bidder and other persons not officially concerned with such process.
- 1.05.02.** Rubber Park India (P) Ltd. 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.
- 1.05.03** Prior to the expiry of the period of validity of the tender “Rubber Park India (P) Ltd.” will notify the successful bidder in writing that his tender has been accepted. This letter (herein after referred as **Work Order**) shall name the sum, which “Rubber Park India (P) Ltd.” will pay to the contractor in consideration of the execution, completion, operation, maintenance and guarantee of the work by the contractor as specified by the contract (hereinafter called the contract price). This letter of acceptance will constitute the formation of a contract.
- 1.05.04. Within 3 (three) days from the date of Work Order, the bidder shall make a Performance Guarantee** as given in Clause 1.09 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement”.
- 1.05.05.** If the bidder fails to execute the Agreement as stated above within the specified period, his Earnest Money Deposit shall be forfeited to the Rubber Park India (P) Ltd and black listed and fresh tenders called for or tender of the next lowest bidder will be considered. If as a result of such measures due to the default of the bidder to pay the required deposit, execute the agreement or take possession of the work site, any loss to Rubber Park India (P) Ltd. results, the same will be recovered from the bidder by deducting from any amount due to him from other works or revenue recovery or by suitable course of action including legal proceedings.
- 1.06.** Tenders not properly filled, mutilated with incorrect calculations or generally not complying with the conditions are likely to be rejected.
- 1.07.** The tender submitted on behalf of a firm shall be digitally 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 (Power of Attorney). Otherwise, the tender may be rejected by the Rubber Park India (P) Ltd.



1.08. EARNEST MONEY DEPOSIT (EMD)

Earnest Money Deposit (EMD) is Rs. 40,100/- (Rupees Forty Thousand one hundred only). It shall be remitted through online payment mechanism of e procurement system of Govt. of Kerala. The EMD will not carry any interest. Tenders submitted without EMD will be summarily rejected.

The E.M.D. deposited with The Rubber Park India (P) Ltd. 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.

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

1.09. PERFORMANCE GUARANTEE

Performance Guarantee (PG); The successful Tenderer on receipt of the Work Order, shall deposit an amount equal to 5 % (five percent) of the contract value, as Performance Guarantee. This amount shall be in the form of DD in favour of Managing Director, Rubber Park India (P) Ltd. payable at Valayanchirangara and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement” within **3 (three) days** from the date of the work order, considering the urgency of completion of work.

On successful & satisfactory completion of work, the Engineer-in-Charge shall recommend on demand from the Contractor to refund the Performance Guarantee furnished for this work and the same will be refunded / released by the Client/Accepting Authority provided that the Engineer-in-Charge. is satisfied that there is no liabilities outstanding against the contractor as far as for this work.

1.10 DELETED

1.11. All statutory payments in connection with the employment of the workmen for this work will be borne by the Contractor. The contractor is the employer of all the workers engaged for this work and should therefore take all required registrations and liable to pay premium correctly to labour welfare funds, constituted by the Union Government and Government of Kerala from time to time and insurance policy premium.

1.12 All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. Tax at the rate prevailing at the time of payment will be deducted from final bill.



1.13. PERIOD OF VALIDITY

The tender shall remain valid for acceptance for a period of 30 days from the date of opening of the bid. If any tender withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the “Rubber Park India (P) Ltd.” has the liberty to forfeit the said Earnest Money Deposit and the Bidder shall be debarred in future from participating in all Bids and blacklisted.

1.14. INSPECTION OF SITE

Every bidder is expected to inspect the site of the proposed work and acquaint himself with the site conditions, approaches, materials, geological and weather conditions etc., Before quoting his rates. He must also go through all the, specifications and other tender documents. Any further clarifications in the documents can be had from Rubber Park India (P) Ltd.

1.15. QUANTUM OF WORK

A schedule of approximate quantities for various items accompanies this Tender. It shall be definitely understood that Rubber Park India (P) Ltd. does not accept any responsibility for the correctness or completeness of this schedule in respect of items and quantities and this schedule is liable to alteration by deletions, deductions or additions at the discretion of Rubber Park India (P) Ltd. without affecting the terms of the Contract.

Rubber Park India (P) Ltd. has reserves right to increase or decrease the quantum of work at site without assigning any reason. Variations in the quantities put to tender will not be the basis of any claim or disputes. The Contractor shall carry out all works as directed by Rubber Park India (P) Ltd as per Clause No. 4.11.0.

1.16. ALL INCLUSIVE RATES

The intending bidders have to quote their corresponding item rates in schedule of quantities along with the price bid. The quoted price will be considered as all inclusive rate but exclusive of GST. Bidder will be deemed to include the cost of all materials, labour, hire charges for all machinery, cost of fuel, power, all leads and lifts, royalties, transportation, all overheads, contingencies, profits, expenses for inspection major equipment at factory, cost for testing, taxes (ie. TDS etc.), workers welfare fund, duties/ Levis, insurances, etc but excluding GST. The total Contract price shall also be worked out and entered in. The rates quoted by the Contractor shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the Contractor for any reasons whatsoever.

In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.



1.17. DELETED

1.18. PERIOD OF COMPLETION

Time is the essence of this Contract. The period of work shall be 25 days from the date of Agreement. The contractor shall execute the work as priority fixed by Rubber Park India (P) Ltd., The Contractor shall draw a detailed schedule of program in the form of a Pert Chart / bar Chart for the whole work, within 3 (three) days of award of work and submit to Rubber Park India (P) Ltd. for their approval showing the milestones.

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

I / We hereby declare that I/we have read and understood the above instructions and the terms and conditions mentioned above are binding on me/us.

Place: Irapuram
Date: 24.04.2026

Sd/-

Managing Director,
Rubber Park India (P) Ltd.
2 A, "Kautileeyam"
Valayanchirangara,P.O
Ernakulam, Pin -683 556



SECTION – 2

BID SYNOPSIS

2.0 BID SYNOPSIS

| | | |
|---|---|--|
| 1 | Re-Tender No: | RP/C/W/T/04-R1/26 |
| 2 | Name and address of client | Managing Director, Rubber Park India (P) Ltd., 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam, Kerala, Pin: 683 556 |
| 3 | Name of Work | Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A. |
| 4 | Scope of work | The work involves Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A, while retaining the existing water in the pond. The silt/sludge shall be removed by any suitable methods either by pumping, excavation, or any other approved methods. The removed sludge shall be disposed of into a suitably sized pre- excavated pit on the southern side of the pond within the park premises or any other suitable location identified by Rubber Park officials within Rubber Park premises, after clearing light jungle, ensuring minimal water content in accordance with specifications to complete the work in all respects as per the directions and approval by the Engineer in charge at site/Rubber Park officials. |
| 5 | Probable amount of contract (PAC) | ₹ 16,03,205/- (Excluding GST) |
| 6 | Type of Tender | Item rate basis |
| 7 | Basis of estimate | CPWD rate analysis for Delhi (DSR-2021) with applicable cost index for Ernakulam District and for items which are not covered under DSR-2021, market rates are adopted. |
| 8 | Issue of Tender Documents | Tender documents can be downloaded free of cost from the e-GP website www.etenders.kerala.gov.in |
| 9 | On line bid submission starting Date & Time | 24.04.2026, 12.00 p.m. (IST) |



| | | |
|----|--|---|
| 10 | On line bid submission closing Date & Time | Submission till 05.00 p.m. (IST) on 02.05.2026 |
| 11 | Technical bid Opening Date | On 04.05.2026, 10:15 a.m. (Venue: Rubber Park India (P) Ltd., 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam – 683 556) |
| 12 | Completion period | 25 days as per Clause 4.9.2 |
| 13 | Tender Fee | Rs. 2,950/- inclusive of GST |
| 14 | Bid system | Two cover system (On line) |
| 15 | Earnest Money Deposit (EMD) | Rs. 40,100/- |
| 16 | Performance Guarantee | 5% of the contract value as Performance Guarantee as per Clause No. 1.09 |
| 17 | Validity period of tender | 30 days from the date of opening of technical bid |
| 18 | Escalation | No Escalation applicable, price is fixed. |
| 19 | Eligibility Criteria | As per Cause No 1.03 |
| 20 | Extra Items | As per Cause No 4.16.0 |
| 21 | Deviations | As per Cause No 4.17.0 |
| 22 | Insurance | As per Cause No 4.18.0 |
| 23 | Compensation for Delay | As per Cause No 4.20.0 |



SECTION – 3

INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

3.01. GENERAL INSTRUCTIONS

This tender is an e-Tender and is being published online for the “**Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A.** The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<https://www.etenders.kerala.gov.in>). The details of work are as detailed in the Notice inviting Tender (NIT). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in.

3.02. ONLINE SUBMISSION

Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances.

The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned below in this document, is required to be submitted along with the online bid.

The e-GP system shall not allow submission of bids online after the stipulated date & time. The bidder is advised to submit the bids well before the stipulated date & time to avoid any kind of network issues, traffic congestion, etc. In this regard, the department shall not be responsible for any kind of such issues faced by bidder.

The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including the Form / Annexure of this tender.

Mention of price details at any place other than the designated place, shall disqualify the bid and the bid shall be summarily rejected.

Tender duly signed using bidder’s valid Digital Signature Certificate shall be submitted online on e-GP website www.etenders.kerala.gov.in on or before 05.00 pm on 02.05.2026. The bids will be opened online at the office of the tender inviting authority on 04.05.2026 at 10.15 am (IST), 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.



The amount of EMD and tender fee shall be furnished through online banking system of e-GP website www.etenders.kerala.gov.in.

All amendment(s)/ corrigendum(s) shall be published on the e-GP website and bidders are advised to check the website regularly for the same. Rubber Park India (P) Ltd. shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.

3.03. LOCATION

The location of the work is in the land under the possession of Rubber Park India (P) Ltd. at Irapuram village, at Ernakulam District, Kerala. The exact location shall be pointed out by the Client.

3.04. SCOPE OF THE CONTRACT

The main scope of this work is to remove the silt/sludge deposited in the bed of the pond by any suitable means either pumping or excavation etc. as directed and approved by the Engineer in charge/Rubber Park officials. The silt/sludge is to be dumped into a pre excavated pit after clearing the light jungle before making the pit on the land available at the southern side of pond or any other suitable location identified by Rubber Park officials within Rubber Park premises, to accommodate the mixture of sludge and minimum water content. The work shall be completed strictly as per specifications and complying the standard procedures including safety norms, thus to achieve the main objective to improve the quality of water and to enhance the storage volume of pond water and all other requirements necessary to complete the work satisfactorily as directed by the Engineer-in-Charge, at Rubber Park, Irapuram, in Kunnathunad Taluk, near Perumbavoor, in Ernakulam Dist. Kerala

The initial and final level measurements of the pond (including water level and silt quantity) and the excavated pit shall be taken by the contractor in the presence of Rubber Park officials, using standard methods prescribed in the CPWD Specifications, before the commencement and after the completion of the desiltation works. The contractor shall record and submit the Level Field Book (LFB) along with relevant measurement details to Rubber Park officials for reporting to CTE. The actual work can be commenced only after the statutory waiting period or inspection of CTE officials, whichever is earlier.

The site survey shall be carried out using calibrated equipment's in grid method by suitable means to accurately assess the quantity of silt and excavation involved.

3.05. THE BIDDER

3.05.1 The bidder should have fully met with the eligibility criteria as detailed below.

1. The bidder shall be a registered contractor with Kerala PWD/Central PWD or other Central or State Government Departments or Central or State Public Sector Undertakings etc. with valid C class or equivalent or above class registration.



2. The bidder should have satisfactorily completed Dredging/Desiltation works during the last seven (7) years preceding to the date of this tender.

Intending bidders is eligible to submit the bid provided he 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.

All documentary proof for the eligibility criteria shall be submitted along with the tender. Partnership firms shall furnish full names of all partners in the tender. It may, however, be signed in the partnership name by one of the partners or by a duly authorized representative, followed by the name and designation of the persons signing. Tenders by Corporations shall be signed in the name of the Corporation by a person duly authorized to do so. In case an authorized representative, with a power of attorney, signs it, the power of attorney also should be enclosed. A copy of the constitution of the firm with names of partners shall be furnished.

3.05.2 THE DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

3.05.2.1 The bidder shall furnish as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract. The bidder shall also give other information required in the format attached to the tender document such as:

3.05.2.2 Copy of the work experience certificate issued by the Client

3.05.2.3 Copy of contractor's registration certificate.

3.05.2.4 Copy of PAN Card and GST registration etc.

3.06. METHOD OF TENDERING PRICE

The Bidder shall carefully and fully study the Tender documents, before preparing and submitting the tender.

It will be deemed that the Bidder has thoroughly studied and obtained all clarifications and all relevant details regarding prices and provisions necessary for successfully carrying out the work as per the tender documents. No claim/objections will be entertained at a later date on account of lack of clarity /misinterpretation of any data.

The bidder shall visit the site beforehand and acquaint himself fully of the site conditions. No claim whatsoever would be entertained later on the plea of any difficulties involved in the execution of work which was or was not foreseen by the bidder.



3.07. RATES

The Bidder shall bid for the whole work as described in the Bill of Quantities. The rate quoted as item rate for each item in the schedule, the bidder shall fill in rates in figures and should not leave any cell blank. The line-item total in words and the total amount shall be calculated by the system and shall be visible to the Bidder. Any tender containing percentage rates is liable to be rejected.

The quoted price will be considered as all inclusive rates but excluding GST. Bidder will be deemed to include the cost of all materials, surveying, labour, hire charges for all machinery, cost of fuel, power, all leads and lifts, royalties, transportation, all overheads, contingencies, profits, cost for quality testing, taxes (purchase tax, income tax etc.), workers welfare fund, insurance premiums, duties/ levis, royalty, octroi and other levies etc. but excluding GST. The total Contract price shall also be worked out and entered in. The rates and price quoted by the bidder shall be firm throughout the contract period and there shall be no upward revision of the rates quoted by the bidder for any reasons whatsoever.

In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s) and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

The bidder shall pursue carefully the tender notice, conditions of contract, schedule of quantities, relevant drawings, specifications, general conditions, special conditions etc. All these documents shall be uploaded along with the tender and digitally signed as token of unqualified acceptance of all the conditions.

3.08. SUBMISSION OF TENDER

The tender document(s), may be downloaded free of cost from the e-Government Procurement (e-GP) website (www.etenders.kerala.gov.in). No payment is required for downloading the tender documents from the above website however a bid submission fee, as mentioned in this document, is required to be remitted through online payment mechanism for e-procurement system of Govt. of Kerala. Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-GP website. All bids shall be submitted online on the e-GP website only in the relevant envelope(s)/ cover(s), as per the type of tender. No manual submission of bids shall be entertained for the tenders published through e-GP system under any circumstances, however signed copies of documentary evidences as the proof of eligibility criteria shall be submitted to Rubber Park India (P) Ltd. in hard copies also.

During the online opening of online 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.



3.09. OTHER INFORMATION

3.09.01. SPECIFICATIONS

Specifications and quantities shown are only for the purpose of tendering and are subject to changes and modifications on actual execution or to suit the revised requirements of the project.

3.09.02. OVERALL WORK SCHEDULE

Work schedule of each item of work has to be submitted along with the tender for evaluation of technical bid.

3.10. DELETED

3.11. TENDER DOCUMENT

The Bidder shall use only the documents downloaded for the e-tender site of government of Kerala. If any part of the Tender document is missing or not duly filled in, the Tender maybe rejected. Rates shall be quoted in figures in appropriate position only.

The bidding documents shall consists of the following unless otherwise specified

- a) Notice Inviting Tender (NIT)
- b) Instructions to Bidders
- c) General and special Conditions of Contract
- d) Technical Specifications
- e) Form of Bid, Appendix to Bid
- f) Bill of Quantities

The Tender shall be electronically signed by persons legally authorised for the purpose and if required, proof of such authorisation shall be furnished by the bidder. The complete set of Tender document is to be returned. The bidder shall digitally sign all statements, documents, certificates uploaded by him, owing sole and complete responsibility for their correctness/authenticity as per the provisions of the IT Act. 2000.

3.12. TENDER CLARIFICATIONS

If there are any clarifications required in the details furnished in the Tender document, the same shall be submitted to the tendering authority on or before 1.00 pm on 30.04.2026 (md@rubberparkindia.org).



3.13. BID OPENING AND EVALUATION

3.13.01 Bid Opening

- a) Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative in the presence of Bidders or their designated representatives who choose to attend.
- b) Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The Bidders & guest users can view the summary of opening of bids from any system. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- c) In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the same time on the next working day.

3.13.02. 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 favour of the successful Bidder.
- b) Any effort by a Bidder to influence the Owner during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices, mentioned under Clause 3.16 and may result in the rejection of the Bidders' bid.

3.13.03. 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 3.13.03 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.

3.13.04. 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, without material deviation or reservation.
- (iii) A material deviation or reservation is one:
 - 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.
- (iv) 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. The Bid Inviting Officer shall log on to the system and open the Price Bid in sequence. At the time of opening of "Price Bid", Bidders, whose Technical Bids were found responsive, can be present, if they desire so.
- (vii) Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.

3.14 AWARD OF CONTRACT

3.14.01. Subject to Clause 3.13, 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.

3.14.02. 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, subjected to Clause 1.08, the Bidder shall be debarred in future from participating in all Bids

3.14.03 DELETED

3.14.04. 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.

3.14.05. Employer's Right to accept any Bid and to reject any or all Bids

Notwithstanding Clause 3.14.01 to 3.14.04, 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.

3.14.06. 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 facsimile or 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 Employer will pay the Bidder in consideration of the execution, completion and remedying defects, if any in the Works by the Contractor as prescribed by 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 1.09.

3.15 QUALITY CONTROL TESTS

Primary responsibility of maintaining quality of all items of work as per specifications and standards prescribed in the CPWD Quality Control Manual vests with the Contractor. The Contractor shall carry out all Quality Control tests prescribed in the Manual at his own expense and submit it to the Client. He shall also bear expenses towards rectification works, if any required during the Technical Audit conducted after completion of the work.

3.16. CORRUPT OR FRAUDULENT PRACTICES

3.16.01. It is required that the Bidders observe the highest standard of ethics during the procurement and 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.

3.16.02. The Owner 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.

3.17. FORMS AND DECLERATIONS

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 both online and in hard copy.

3.18. TRAINING/ASSISTANCE FOR BIDDERS

Bidders can also attend the training/familiarization programme on e-tendering system conducted by the Kerala Govt. Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471-2577088/188/388 or through email: *etendershelp@kerala.gov.in* or *helpetender@gmail.com* for assistance in this regard.



SECTION – 4

GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

4.1 DEFINITIONS

In the contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the contract otherwise requires.

4.1.01 The **Client/Owner** shall mean Rubber Park India (P) Ltd. or their officers or representatives duly authorised to deal with any matter regarding this work on its behalf.

4.1.02 The **“Contractor”** shall mean person or persons, firm or company, whose tender has been accepted by the Rubber Park India (P) Ltd. and includes the Contractor’s legal representatives, successors and permitted assigns.

4.1.03 The **“Consultant/PMC”** shall mean, any firm/ competent agency duly appointed by the Rubber Park India (P) Ltd, for the supervision and project management pertaining to the execution of the project/work covered under this contract.

4.1.04 **“Bidder/Tenderer”** shall mean person, firm or corporation who has submitted a tender against invitation to tender and shall include his legal representatives, successors and assignees.

4.1.05 **“Bid or Tender”** means the Contractor’s priced offer to the Client for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of Contract.

4.1.06 The **“Work”** shall mean and include all works to be executed in accordance with the contract or part thereof as the case may be and shall include all extras, additional, altered or substituted works required for the purpose of the contract.

4.1.07 The **“Contract”** shall mean the agreement between the Rubber Park India (P) Ltd. and the Contractors for the execution of the work including therein all documents such as the Notice Inviting Tender, Tender Forms, Conditions of Contract, Specification, Schedule of Quantities, Special Conditions, Letter of Acceptance, Agreed Variation if any, drawings, Work Order and / or any other / correspondences or records as regards negotiations, etc.

4.1.8 **“Specifications”** shall mean all directions, various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner of performing the work, and the quantity of materials to be furnished under the contract for the work as may be amplified or modified by the Client, drawings for the performance of the contract in order to provide the unforeseen conditions or in the best interest of the work. It shall also include the latest revised version of the relevant B.I.S. specifications and other relevant codes.

4.1.09 **“Site”** shall mean the pond “Sarovaram” and other areas specified to be handed over by Rubber Park India (P) Ltd. under, in or through which the work is to be carried out.



4.1.10 “Work Order” shall mean intimation by letter, email to the bidder/tenderer that the tender has been accepted in accordance with the provisions contained therein.

4.1.11 “Engineer” / Engineer – in – charge means the person appointed by the Owner /Consultant for the supervision of work at the site.

4.1.12 “Contract Price” is the price stated in the Work Order and thereafter as adjusted in accordance with the provision of the contract.

4.1.13. “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the bid.

4.1.14. “Drawings” means all drawings, calculations and technical information related to the Work provided by the Engineer from time to time to the Contractor under the Contract.

4.1.15. “Time of completion” means the period allowed for completing all works related to the Work including carrying out and passing the required quality control tests and clearing the site.

4.1.16. “Date of completion” shall be the date of handing over the work after completion, and removal of all Plant/equipments, etc. complete from the premises of the RPIPL. In case of defects liability period the works shall be finally taken over after completion of defects liability period.

4.1.17. A **“Defect”** is any part of the work not completed in accordance with the contract.

4.1.18. “Plant” is any integral part of the works which is to have a mechanical, electrical, civil, electronic or biological function.

4.1.19. “Equipment” means contractor’s machinery and vehicles brought temporarily to site for execution of the Work.

4.1.20. “Materials” means all supplies, including consumables used by the contractor for incorporation in the works.

4.1.21. “Works” are what the Contract requires the contractor to construct, install and run over to the Employer as defined in Contract Data.

4.1.22. “Days/Months” are calendar days, months calendar months.

4.1.23. “Codes” shall mean the following, including the latest amendments, and/or replacements, if any:

a. Bureau of Indian Standards/Indian Roads Congress relevant to the works under the Contract and their specifications. If Indian Standards are not available British Standards or AASHTO Standards are to be followed.

b. Other Internationally approved Standards and/or rules and regulations touching the subject matter of the Contract.



c. Any other laws, rules, regulations and Acts applicable in India with respect to labour, safety, compensation, insurance etc.

4.1.24. Words importing singular only shall also include the plural and vice-versa where the context so requires.

4.1.25. Words importing "Person" shall include firms, companies, corporations, and associations or bodies of individuals, whether incorporated or not.

4.1.26. Terms and expressions, not defined herein, shall have the same meaning as are assigned to them in the Indian Contract Act, and failing that in the General Clauses Act.

4.2.0 SCOPE OF WORK

4.2.1 The primary objective of this work is to remove the silt/sludge deposited in the bed of the pond by any suitable means either pumping or excavation etc. as directed and approved by the Engineer in charge/Rubber Park officials. The silt/sludge is to be dumped into a pre excavated pit after clearing the light jungle before making the pit on the land available at the southern side of pond or any other suitable location identified by Rubber Park officials within Rubber Park premises, to accommodate the mixture of sludge and minimum water content. The work shall be completed strictly as per specifications and complying the standard procedures including safety norms, thus to achieve the main objective to improve the quality of water and to enhance the storage volume of pond water and all other requirements necessary to complete the work satisfactorily as directed by the Engineer-in-Charge, at Rubber Park, Irapuram, in Kunnathunad Taluk, near Perumbavoor, in Ernakulam Dist. Kerala.

4.2.2 The scope of work may include variations in quantity of work, as well as additions, omissions, or substitutions of items, as directed by Rubber Park India (P) Ltd. The Contractor shall comply with such instructions promptly for the satisfactory completion of work.

4.2.3 The Contractor shall ensure the timely provision of all required labour, materials, plant/equipment, safety measures and management/supervisory personnel necessary to complete the works under this contract within the specified time period.

4.2.4 A detailed Work Method Statement (Work Procedure) shall be submitted along with the tender documents. During the technical evaluation, the bidder shall present and explain the proposed methodology for the complete execution of works before the evaluation committee of RPIPL.

4.3.0 LOCATION OF WORK

4.3.1 The location of the work is in the land under the possession of Rubber Park India (P) Ltd. at Irapuram village, at Ernakulam District, Kerala. The exact location shall be pointed out by the Client. The Pond "Sarovaram" is located inside Site A, Rubber Park. The intending bidder should inspect the site and familiarise himself with site conditions and available communication facilities, water sources and availability of power etc.

4.3.2 Entry into the project area will be restricted. Passes and permits will have to be obtained from the client for entry of all persons and vehicles into the project area.



4.4.0 ASSIGNMENT AND SUB-CONTRACTING

4.4.1 ASSIGNMENT

The Contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written permission of the Owner/Client.

4.4.2 SUB-CONTRACTING

The Contractor shall not sub-contract the whole of the contract. The Contractor shall not sub-contract any part of the work without the written consent from the Clint and such consent, if given, shall not relieve the Contractor from liability or obligation under the contract and the Contractor shall be responsible for the acts, defaults and neglects of the Sub-Contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants or workmen.

For enabling Owner and its Consultant to consider the request for sub-contracting part of the work as above, the Contractor shall furnish documentary evidence to the satisfaction of the Owner/Client that the Sub-Contractor has satisfactorily completed in the last 3 financial years (i.e., 2023-2024, 2024-2025, 2025-2026) at least one work of dewatering/desilting nature and same magnitude as that part of the work to be sub-contracted, it being made clear that this will not be the sole consideration for Owner/Client to decide whether to grant consent for sub-contracting the work.

4.5.0 DELETED

4.6.0 GENERAL OBLIGATIONS

4.6.1 INSPECTION OF SITE ETC. BEFORE SUBMISSION OF TENDER

The Contractor shall inspect and examine the site and its surroundings, and shall satisfy himself before submitting his tender, as to the nature of the ground and nature of the site, the quantities and nature of work and materials and its availability required for the completion of the works, the means of access to the site, the local labour conditions, the accommodation he may require and in general shall obtain all necessary information as to the risks, contingencies and other circumstances which may influence or affect his tender. All labour disputes shall be settled by the contractor, for which no time extension will be granted or no extra payments will be made.

4.6.2 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 rates and prices stated in the priced bill of quantities and the schedule of rates and prices, if any, with tender rates and prices which shall cover all the obligations under the contract and all matters and things necessary for the proper completion and maintenance of the work.



4.6.3 CLARIFICATION BEFORE SUBMITTING TENDERS

Should the Contractor notice any discrepancy or error in the statement made, or quantities or units shown against items, he shall immediately bring the same to the notice of CLIENT and obtain the clarification before submitting the tender. The tender shall be based on such clarifications received and shall be recorded as such in the covering letter to the tender, failing which the CLIENT shall have the right to ask the Contractor to execute the work according to the statement made or quantities or units shown in the tender, without any compensation.

4.6.4 DELETED

4.6.5 TENDER OPEN FOR

The tender shall remain open for acceptance for a period of 30 days from the date of opening of Technical bid of the tender.

4.6.7 COMMENCEMENT OF WORK

The Contractor shall commence the work at site, immediately after signing of agreement and handing over the site.

4.6.8 PROGRAMME OF WORK

Soon after the award of contract ,the contractor shall submit to the Client for his approval final programme schedule in MS project to match with the planned completion of the whole job showing the order of procedure and method in which he proposes to carry out the works and the Contractor shall whenever required by the Client or their representative, furnish further detailed programme and particulars in writing of the Contractor's arrangements for carrying out the works and the details of the constructional plant and temporary works, which the Contractor intends to supply use or construct as the case may be. The programme so prepared by the Contractor shall include details of time required for the completion of each and every major individual item of work under the overall contract, so as to complete the work in stipulated time period of **25 days** as per Clause 4.9.2. These details shall be submitted before execution of agreement.

The submission to, and approval, if any, by the Client or their representative, of such programmes or particulars, shall not relieve the Contractor of any of his duties or responsibilities under the contract.

Any delay / failure on the part of the contractor to arrange for men and materials at required time shall not be considered as valid hindrance.

4.6.9 CONTRACTOR'S EMPLOYEES

The Contractors shall provide and employ at site in connection with the project management, all the personnel they have offered to employ in the pre-qualification papers filed before the **Client**.



Only such technical assistants as are skilled and experienced in their respective fields and such agents, foreman and leading hands as are competent to give proper supervision to the work they are required to supervise and, such skilled, semi-skilled and un-skilled labour as are necessary for the proper and timely execution and maintenance of works shall be provided.

4.6.10 REMOVAL OF WORKMEN

The Client /Consultant 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 or maintenance of the works who in the opinion of the Client misconduct himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Client to be undesirable and such person shall be replaced by the Contractor without delay by a competent substitute approved by the Client.

4.6.11 COMMUNICATIONS TO BE IN WRITING

All references, communications, correspondences made by the Client, the Client's representative or the Contractor concerning the works shall be in writing and no reference, communication, or complaint which is not in writing, shall be recognised.

4.6.12 OCCUPATION AND USE OF LAND

No land, building belonging to or in the possession of the Client, shall be occupied by the Contractor. The Contractor shall not use, or allow to be used, the site for any purpose other than that for executing the works.

4.6.13 CONSTRUCTION OF SITE-SHED

Any site-shed, proposed to be temporarily constructed by the Contractor for his office work, storage of materials, etc. shall conform to the standard sketch, or to the plan approved by the Client. Permission for the construction of such sheds shall be obtained in writing.

4.6.14 MATERIALS, TOOLS AND PLANT

The Contractor shall supply all materials required for the execution of the works other than those mentioned in the Notice Inviting Tenders. Materials so supplied shall have the approval of the Client/Consultant before using on the works. All the rejected materials shall be removed at once from the site of work at the Contractor's own cost.

4.6.15 TOLLAGES ETC.

The Contractor shall pay all tollages and other royalties, rent and other payments or compensations, if any, for all materials required for the works.

4.6.16 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and



for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to rectify such error by the Client or Client's representative, shall at the Contractor's own cost do so to the satisfaction of the Client or his representative. The Contractor shall provide all necessary instruments, appliances and labour required by the Client for checking the accuracy of setting out. Such check by the Client shall not in any way absolve the Contractor of the responsibility of accurately setting out various works under the contract. The contractor shall carefully protect and observe all bench marks, site lands, pegs and other things used in setting out the work. The rate quoted for the work should also include the cost of reference and land pillars and their dismantling when no longer requires.

4.6.17 DAMAGE TO PERSONS AND PROPERTY

The Contractor shall indemnify and keep indemnified the Client against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands proceedings, damages, costs, charges, expenses, whatsoever in respect thereof in relation thereto.

4.6.18 CO-OPERATION WITH OTHER AGENCIES

The Contractor shall co-operate with the work of other agencies or Contractors that may be employed or engaged by the "Client" as far as it relates to the Contractor's work. The sequence of work shall be so arranged that the work of other agencies can also attain satisfactory progress simultaneously.

4.6.19 BARRICADING AROUND EXCAVATED TRENCHES ETC.

The contractor shall at his own cost provide around excavation, temporary barricading with bellies and bamboo with warning signals during day and night and shall maintain it so long as the trenches are not filled up. Similar barricades shall also be provided at all dismantling work, erection of structural, sheeting work etc. No extra claim shall be entertained for providing, maintaining and removing such barricades.

4.6.20 Deleted

4.6.21 PROTECTION OF UNDERGROUND SERVICES

The Contractor must take precautionary measures to protect the existing underground and other service lines viz. power cables, water and sewer lines etc. and observe any specific instructions which may be given in this regard by the Client Sufficient safety precautions must be taken like barricading around excavated trenches etc.



4.6.22 DEWATERING TRENCHES AND PITS AND PROTECTION OF EARTHEN BUND UNDER CONSTRUCTION

The tendered rates shall always be deemed to have taken into account the cost of removal of silt and materials that may slip in the trenches and pits and dewatering the trenches or pits of water accumulated or collected through seepage or subsoil water or rain water. The Contractor shall in no case be entitled to claim any extra amount for the above work. The Contractor shall remain prepared with necessary pumps and equipment for dewatering the trenches or pits so as to avoid unnecessary delay and possible damage to the property, etc. The contractor shall protect the earthen bund under construction by temporary protections and diverting the storm water safety through property protected temporary spillway arrangements.

4.6.23 WORKING DURING OFF-HOURS.

Due to the urgency of the project, the Contractor shall carry out work during off-hours, as required to ensure timely and satisfactory completion. No additional charges beyond the quoted rates shall be payable for work performed under these conditions.

4.6.24 WORK IN SHIFTS AND ON OFF-DAYS

The Contractor shall work in one or more shifts as also on Sundays and off days to complete the work on time, if so, required by the Client for which Client shall not be liable to pay any extra charge. If instructed by the Client, the Contractor should carry out the work in the night also. Necessary lighting arrangements and safety precautions shall be provided and ensured by the Contractor at their own cost, as directed by the Engineer-in-Charge, without any additional payment.

4.6.25 SITE ORDER BOOK AND OTHER RECORDS

A site order book, Water pumping record register, and all other records as per IS Code must be maintained and always be available at site for inspection and to record the instructions by the Client or their representative in duplicate. The Contractor must see that the instructions noted there in are properly carried out.

4.6.26 DELETED

4.6.27 DELETED

4.6.28 DELETED

4.6.29. DELETED

4.6.30 SITE TO BE KEPT CLEAN

The surplus spoil and dismantled debris shall be removed to a place as directed by the Client and stacked, levelled and dressed as directed. Rehandling charges will not be allowed.



4.7.0 LABOUR

4.7.1 LABOUR RULES

In respect of all labour directly or indirectly employed on the works 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, ESI Act. 1948, Workmen compensation Act. 1923 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 on building and construction works. The Contractor will be liable for claims on bonus, retirement benefits, retrenchment/lay off, compensation and all other matters of liabilities. The rules and the other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc. shall be deemed to be part of the contract.

4.7.2 REPORTING ACCIDENT OF LABOUR

The Contractor shall be responsible for the safety of all employees and/or workers 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 the Client or his representative and shall make every arrangement to render all possible assistance and aid to the victims of the accident.

4.7.3 PROVISION OF WORKMEN'S COMPENSATION ACT

The Contractor shall at all times indemnify and keep indemnified the Client against all claims for compensation under the provisions of the workmen's 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 cost and expenses or penalties incurred by the Client in connection therewith. In any case in which, by virtue of the provision of the said act, the Client is obliged to pay compensation to a workman employed by the Contractor in executing the works, the Client shall recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of Client under the said Act. The Client shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any amount due by the Client to the Contractor, whether under this contract or otherwise without prejudice to any other remedy that may be available to the Client, in law. The Client shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Client full security for all cost for which the Client might become liable in consequence of contesting such claim.

4.7.4 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.



4.7.5 PRESERVATION OF PEACE

The Contractor shall take requisite precautions to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him, for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works.

4.7.6 AGE LIMIT OF LABOUR

The age limit for employment of labour shall be in strict accordance with the existing labour legislation.

4.7.7 RETURN OF LABOUR EMPLOYED

The Contractor, if required by the Client, shall submit return in detail in such form and at such interval as the Client may prescribe showing number of different classes of labour employed on the work from time to time by the Contractor.

4.7.8 OBSERVANCE BY SUB-CONTRACTOR

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.

4.8.0 MATERIAL TESTS AND WORKMANSHIP

4.8.1 QUALITY OF MATERIALS, WORKMANSHIP AND TESTS

All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the Client or their representative's instructions and shall be subject, from time to time, to such tests as the Client or his representative may direct at the place or any of such places. The Contractor shall provide such assistance instruments, machines, labour and materials, as are normally required for examining, measuring and testing any work and the quality, weight, levels or quantity of any material used and shall supply samples of materials before incorporation in the works for approval as may be required by the Client.

4.8.2 DELETED

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4.8.3 DELETED

4.8.4 COST OF MEASUREMENTS

The cost of making any test as per specifications/ measurements shall be borne by the Contractor, and the Contractor should arrange for all facilities like meters, instruments etc. as required for carrying out such tests/measurements. Initial and final level measurements as per standards, in the presence of Engineer in charge and cost of the instruments & qualified staff are also to be included the price bid. No extra will be paid for measurements and recording of the same in the prescribed format.



4.8.5 INSPECTION OF OPERATION

The Client or their representative shall at all times have access to the works and to the site and to all workshops and places where materials, manufactured articles or machinery are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

4.8.6 EXAMINATION OF WORK BEFORE COVERING UP

No work shall be covered up or put out of view without the approval of the Client or the Client representative and the Contractor shall afford full opportunity to the Client or the Client representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Client wherever any such work or are ready or about to be ready for examination and the Client representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such works.

4.8.7 UNCOVERING AND MAKING OPENINGS

The Contractor shall uncover any part or parts of the works or make opening in or through the same as the Client may, from time to time, direct and shall reinstate and make good such part or parts to the satisfaction of the Client. If any such part or parts have been covered up or put out of view after compliance with the requirements of clause 4.8.6 hereof and found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the Client but in any other case all such expenses shall be borne by the Contractor and shall be recoverable from him by the Client and deducted by the Client from any money due, which may become due to the Contractor, without prejudice to any other remedy that may be available to the Client, by law.

4.8.8 REMOVAL OF IMPROPER WORK AND MATERIALS

The Client or his representative shall during the progress of the works have power to order the following in writing from time to time of which no extra payment will be made to the Contractor.

- a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Client or his representative are not in accordance with the contract.
- b) The substitution of proper and suitable materials.

4.8.9 SUSPENSION OF WORK

The Contractor shall, on the written order by the Client suspend the works or any part thereof for such time or times and in such manner as the Client may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Client



4.9.0 TIME OF COMPLETION AND TAKING OVER

The work shall be completed in all respects within 25 days from the date of execution of agreement and handing over of site.

4.9.1 POSSESSION OF SITE

Save in so far the contract may prescribe the extent of portions of the site of which the Contractor is to be given possession from time to time and the order in which such portions will be available to him and subject to any such portions will be available to him and subject to any requirement in the contract as to the order in which the work shall be executed, the Client shall give to the Contractor possession of so much of the site as may be required to enable the Contractor to commence with such reasonable proposals of the Contractor as he will make in writing to the Client and shall, from time to time as the work proceeds give the Contractor possession of such further portions of the site as may be required to enable the Contractor to proceed with the construction of the works in accordance with the said programme or proposal.

4.9.2 TIME OF COMPLETION

Time is deemed to be the essence of this contract and the whole of the works shall be completed within the time frame as stipulated below or within such extended time as has been allowed under Clauses 4.9.3 and 4.9.4.

The period of completion of the work is 25 days counting from the date of Agreement.

4.9.3 EXTENSION OF TIME OF COMPLETION

Should the amount of extra or additional work of any kind or changes in scope of work or other special circumstances of any kind whatsoever which may occur, be such as fairly to justify the Contractor's request for extension of time for the completion of the works, the Client shall determine the amount of such extension and with the approval of the Client shall intimate the Contractor in writing provided that the Client is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 3 days, after such work has been commenced or such circumstances have arisen, submit to the Client full and detailed particulars of any request for the extension of time to which he may consider to be justified.

4.9.4 EXTENSION OF COMPLETION TIME DUE TO UNAVOIDABLE CASUALITIES.

If, in the opinion of the Client, the progress of the work is delayed due to force majeure events, including catastrophic events or acts of God, or other unavoidable circumstances beyond the Contractor's control, the time for completion may be extended for a reasonable period as determined by the Client. Such extension shall be granted with due approval and communicated in writing.



4.9.5 WORK TREATED AS COMPLETE

The works shall not be treated as complete until:

- i) The site is clear from all materials, site shed, etc. and the Client is satisfied with the job done by the Contractor.
- ii) All power and water supply connections taken for the execution of the works have been got disconnected by the Contractor.
- iii) Rectification of any damage done by the Contractor to the work has been completed by the Contractor.
- iv) The works shall not be considered as completed until the Client has certified in writing that the works have been completed in all respects and the Defects Liability Period shall commence from the date of such certificate.

4.9.6 TAKING OVER

After completion of works or any substantial part of the works before the completion of the whole of the works, the Contractor shall notify the Client in writing, who within 15 days of receipt of the said notice shall give such certificate with respect to any substantial part of the works which has been both completed to the satisfaction of the Client and occupied or used by the Client or refuse to issue the same stating the reasons thereof in writing. When any such certificate is given in respect of a part of the work, such part shall be considered as completed for the purpose of taking over and computation of the period of maintenance of such part that is such period of the work as certified. The works in whole or part shall not however, be treated as completed for the purpose of other relevant clauses.

4.9.7 DELETED

4.10 TERMINATION OF CONTRACT

4.10.1 If the Contractor has abandoned the contract or has failed to proceed with the work due to negligence or the progress on any particular item/ items is slow or has failed to execute the work in accordance with the terms and conditions of the contract, is persistently or frequently neglecting to carry out his obligation under the contract, then it shall be lawful for the Client to terminate the contract forthwith under written notice and to proceed with the balance of the work through any other agencies. During the course of execution of the job, in case the Contractor has done any substandard work, he shall be asked in writing to dismantle and redo the same at his own expense. If the Contractor fails to comply with the above instructions immediately, then the Client shall proceed with the above rectification work, through another agency or agencies. Similarly, if the Contractor goes slowly on any particular item or items of work, the Client shall have the right to execute this item or items through another agency or agencies, including its own department, at Contractor's risk and cost.



4.10.2 BACK CHARGING THE CONTRACTOR

Extra cost and expenses incurred for completing the balance work or carrying out the rectification of any work as mentioned above through another agency or agencies including its own department, shall be debited to Contractor's account and shall be recovered from any money due or that may become due to the Contractor without prejudice to any other remedy that may be available to the Client in law. If there is any savings in cost due to re-arrangement or supplementing through other agencies the original Contractor will not have any claim on this.

4.11.0 ALTERATIONS, ADDITIONS AND OMISSIONS

4.11.1 VARIATION

The Client shall be entitled to make any variation of the quantity of the works or any part thereof that may in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any of the following:

- a) Increase or decrease the quantity of any work included in the contract.
- b) Omit any portion of work.
- c) Change the character or kind of any such work.
- d) Change the levels, lines, position and dimensions of any part of the works and
- e) Execute additional work of any kind necessary for the completion of the works, and no such variation shall in any way vitiate or invalidate the contract and the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price.

4.11.2 ORDER FOR VARIATIONS TO BE IN WRITING

No such variation shall be made by the Contractor without an order in writing of the Client, provided that no order in writing shall be required for increase or decrease in the quantity of any item or work where such increase or decrease is the result of the actual quantities exceeding or being less than those stated in the bill of quantities which are estimates. In such cases, the Contractor shall be paid only for the actual quantity of work done as certified by the Client at the accepted unit item rate and no compensation shall be allowed. Provided also that if for any reason the Client shall consider it desirable to give any such order verbally, the Contractor shall comply with such order but it must be followed by confirmation in writing of such verbal order given by the Client, which shall be deemed to be an order in writing within the meaning of this clause.

4.12.0 QUANTITIES

The quantities set out in the bill of quantities are the estimated quantities of the work. They are not to be taken as the actual and correct quantities of the works, to be executed by the Contractor in fulfilment of his obligations under the contract.



4.13.0 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, level, dimensions or alignment of any part of the works, the Contractor on being required to rectify such error by the Client or his representative, shall at the Contractor's own cost do so to the satisfaction of the Client or his representative. The Contractor shall provide all necessary instruments, appliances and labour required by the Client for checking the accuracy of setting out. Such check by the Client shall not in any way absolve the Contractor of the responsibility of accurately setting out various works under the contract. The contractor shall carefully protect and observe all bench marks, site lands, pegs and other things used in setting out the work. The rate quoted for the work should also include the cost of reference and land pillars and their dismantling when no longer requires.

4.14.0 MEASUREMENTS OF WORK DONE

Client shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format prescribed by the Client so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor or his authorized representative as per interval or program fixed in consultation with Client or his authorized representative. After the necessary corrections made by Client, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to client for the dated signatures by the client and the contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements & test checked from client and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to Client a computerized measurement book, duly bound, and with its pages machine numbered. Client and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by Client. Thereafter, the MB shall be taken in the Client's office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Client's office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the client.



The contractor shall also submit to the Client's office separately his computerized Abstract of Cost and the taxable invoice in the GST format based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Client's office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for checking of measurements/levels by Client or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor shall give not less than seven days' notice to Client or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of client or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or client's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Client or his authorized representative may cause either themselves or through another officer of the Client to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

The initial and final level measurements of the pond (including water level and silt quantity) and the excavated pit shall be taken by the contractor using standard methods prescribed in the CPWD Specifications, before commencement and after completion of the desiltation works. The contractor shall record and submit the Level Field Book (LFB) along with relevant measurement details for reporting to CTE.

The contractor shall arrange suitable methods, instruments, equipment, and accessories required for level measurements well in advance. All expenses related to the measurements shall be borne by the contractor.

4.15.0 BILLING AND PAYMENTS



4.15.1 BILLING

a) Final Bill

The contractor can claim their final bill for the works completed, once the work is completed to the satisfaction of the client. The contractor has to submit four sets of Computerized MB's along with the computerized Abstract of Cost and the taxable invoice in GST format based on the cost abstract, duly bound, and its pages machine numbered. Payment against bills shall be released only on the certification by the Engineer-in-charge in the following manner. No further claims shall be made by the contractor after submission of the final bill

- i) 75 % of the final bill, after deductions will be released within 15 working days of submission of the bill on the basis of checking and certification by the Engineer-in-charge.
- ii) Balance 25% of the final bill, after deductions will be released within 30 working days of submission of the bill on the basis of checking and certification by the Engineer-in-charge and auditing by Finance department.

The payment against bill shall be made only after making necessary deductions as stipulated elsewhere in the contract document, for materials, advances, security deposit, taxes, duties, welfare fund etc.

4.15.2 PAYMENTS

(a) The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. 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 this contract and also after issue of Completion Certificate by the Consultant/ Engineer-in-Charge.

(b) All payments under the Contract shall be in Indian Rupees only. All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Consultant/ Engineer-in-Charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Consultant/ Engineer-in-Charge under the contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

(c) Pending consideration of extension of date of completion, payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.



(d) GST portion of the invoice would be released only after reflection of GST amount in our GSTR 2B.

4.16.0 EXTRA ITEMS

Any item of work that does not find a place in the schedule of quantities, in the original tender or in the accepted tender or contract as has been directed by the Client to execute, is deemed as an extra item of work. All such works that are necessary to be carried out under the direction of the Client shall be carried out by the Contractor. No such variation will violate the Contract.

(i) Extra items of work thus carried out by the Contractor will be paid at the rates worked out by Client in the following manner.

(ii). In the case of all extra items whether additional, altered or substituted, if accepted rates for identical items are provided for in the Contract such rates shall be applicable. The contractor shall bear all additional costs for unloading or other such works done.

(iii). In the case of extra items whether altered or substituted, for which similar items exist in the Contract, the rates shall be derived from the original item by appropriate adjustment of cost of affected components, on the basis of provision of standard data book of CPWD / DSR 2021. The percentage (%) excess or reduction of the contract rate for the original item with reference to the estimated rate shall then be applied in deriving the rate for such items.

(iv) In the case of extra items, whether additional altered or substituted, for which the rates can only be partly derived from similar items in the Contract and CPWD data and DSR 2021 and partly from market rates the rate will be worked out as follows:

The contractor will immediately after the execution of the work as mentioned above shall communicate to the Engineer and Client the rate claimed for the item with supporting documents as regards the prevailing market rates. The Client shall examine those reports and work out the rate in the following manner. As regards the first part involving in the CPWD data and DSR 2021 the rate will be worked out as given in (iii) above and as regards the second part involving market rate the rate will be worked out as given below in (v)

(v) In the case of extra item whether additional, altered, substituted, for which the rates cannot be derived either from similar items of work in the Contract or from the departmental schedule or rates, the rate will be worked out fully on the basis of prevailing market rates (giving due consideration to the analysis of the rate furnished by the contractor with supporting documents). The Contractor immediately after execution of the work as mentioned above and shall within 14 days of the receipt of order to carry out the said extra item of work, communicate to the Client the rate which he proposes to claim for the item, supported by analysis of the rate claimed and the Client shall determine, the rate on the basis of the market rate giving due consideration to the rate claimed by the contractor and forward the same to Client. In the case the requirement for labour such item is available in the CPWD data / DSR 2021; this shall be taken as the basis for working out rate. If this is not available observed data during the actual execution of work will be taken as the basis. An allowance of 15% will be added towards contractors overhead, profit and establishment charges. The percentage (%) excess or deduction in the contract rate over the estimate rate shall not be applied in this case.



(vi) The Contractor shall make his own arrangement for water and electricity required for the work. Client takes no responsibility for the supply of either electricity or water. While all efforts will be made to finalize the rate before the extra item of work is ordered, the contractor shall not stop the work on account of non-finalization of the rates.

4.17.0 DEVIATIONS, VARIATIONS EXTENT AND PRICING

4.17.1 Deviations/ Variations Extent

Owner/Client shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by Owner/Client and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

Deviation Limit:

The allowable deviation for the quantities under this work shall be up to 100% of the quantities provided in the Schedule of Quantities (BOQ).

4.17.2. The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by Client.

4.17.3 Deviated Quantities and Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Clause 4.17.1, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, Client shall within prescribed time limit of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.



4.17.3.1 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Clause 4.17.1 and Client shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

4.17.4 The contractor shall send to the Client/Engineer-in-Charge once every three months, an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Client/Engineer-in-Charge which he has executed during the preceding quarter failing which the contractor shall be deemed to have waived his right.

4.17.5 DELETED

4.17.6 Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

4.18.0 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" before **singing of agreement** and starting of works. 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.

4.19.0 SAFETY PRACTICES

4.19.1 The Contractor shall observe all statutory and legal requirement of safety by Central and State Governments applying to the work as well as any local regulations applying to the site issued by Client or any authority.

It shall be the sole responsibility of the contractor to ensure all safety measures giving proper prior notices etc. and obtaining prior permission from concerned local authorities as per bye-laws or directions issued by them all at his own cost. No claim of the contractor in this regard shall be entertained.

4.19.2 Particular attention is drawn to the following:

1. Proper Safety shall be ensured/followed strictly during Dewatering & Electrical works, Pump erection cum installation and operations with all safety provisions prescribed in the relevant Safety BIS codes and manufacturer specifications/guidelines. Dewatering shall be carryout with due care that the side of pond wall shall not collapse or caved in due to sudden draw down of water table in the surrounding area.



2. Excavation & Sludge Removal – Excavation for sludge disposal pits shall conform to IS 3764 (Safety Code for Excavation Work). Proper slope stability and edge protection shall be ensured to prevent collapses. Suitable berm width shall be provided at appropriate depths as the excavation proceeds deeper below ground level to ensure safety by preventing collapse. Regular inspection by a competent person shall be ensured.
3. **Confined / Slushy Area Safety:** No worker shall enter deep sludge without ensuring ground stability. Safe access arrangements (temporary walkways, ladders, platforms) shall be provided. Continuous supervision shall be ensured when personnel are working inside the pond.
4. General Safety & PPE.
 - (i) Personal protective equipment shall be provided as per IS 2925 (Industrial Safety Helmets) and other applicable safety standards.
 - (ii) Life jackets shall be worn when working near water.
 - (iii) Work shall follow general construction safety practices under relevant IS safety codes.
5. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
6. Environmental & Pollution Control: Prevent spillage of diesel, oil, or lubricants into pond or soil. Sludge transport and dumping shall avoid runoff into adjacent areas. Compliance of disposal of sludge as per relevant pollution control norms.
7. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
8. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Client official-in-charge or their representatives.
9. Notwithstanding the above clauses from (1) to (9), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India. Cost of implementing all safety measures during the execution of the project will be on account of the contractor only. No extra will be paid by the client.

4.20.0 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 week 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.

4.21.0 DELETED

4.22.0. ELECTRICITY

4.22.1 Electricity required for the work and general lighting of the site will have to be provided by the Contractor at their own cost. Non-availability of power from distribution licensee will not be a ground for any delay in work or any claims for any compensation whatsoever.

4.22.2 All the instruments used by the Contractor shall have valid calibration certificate meeting the National Standards

4.23.0 FACILITIES TO BE PROVIDED

The Contractor shall extend all facilities to Client as well to the Client's staff for inspection/supervision/checking the activities involved in this work at all stages.

4.24.0 OTHER CONDITIONS

4.24.1 The various works shall be done true to line level and grade. The periodical checking of these by the Client shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the Contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. The Client has the unquestioned right, if need be, to arrange to rectify the discrepancies and to recover the cost from the Contractor. The Contractor shall protect the earthen bund under construction by temporary protection and diverting the storm water safely without damaging the bund through properly protected temporary spillway arrangements.

4.24.2 In the case of all works whether fully completed or incomplete, all materials, machinery's, plants, tools, etc. shall remain on the risk and in the sole charge of the Contractor until the complete work has been delivered to the Client and till completion certificate has been issued by the Client.



4.24.3 The Site Order Book has to be maintained by the Contractor in the site office, in which the Client and their representatives shall enter orders regarding the work in the book in duplicate. All entries therein shall be signed by the Contractor or his authorised representative within two days and one copy given to the Client. It is the responsibility of the Contractor to follow the instructions given in the Site Order Book.

4.24.4 All the items of the work are to be executed as per relevant I.S. specifications.

4.24.5 The Contractor has to agree and strictly abide by all the conditions stipulated in the tender and any offer with deviation or request for deviation is liable to be rejected.

4.25.0 NOTICE TO CONTRACTOR

All certificates, notices or instructions to be issued to the Contractor by the Client or the Engineer under the terms of the contract shall be sent by post, email or facsimile transmission to or left at the contractor's principal place of business or such other address as the contractor shall nominate for that purpose.

4.26.0. NOTICE TO OWNER/ CONSULTANT

Any notice to be given to the Owner under the terms of the Contract shall be sent by post, email or facsimile transmission to or left at the respective addresses as stipulated in clause 4.29.0

4.27.0 DELETED

4.28.0 JURISDICTION

For all matters arising out of or concerning this contract or any dispute or difference between the parties to this contract the courts in Perumbavoor alone shall have jurisdiction being the place where this contract is entered into between two parties.

4.29.0 TRANSMISSION OF CORRESPONDANCE.

All Correspondence regarding the bid shall be in English and at the following addresses:

Owner/Client:

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

Date:

Signature of the Bidder



SECTION – 5

TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS

5.1 All works shall be carried out at site as per CPWD Specification for Civil -2024 with latest amendments, and CPWD General Specifications for electrical-2013, with latest amendments. Unless otherwise specified.

5.2 Applicable codes and specifications

| | |
|--|---|
| IS 1200 (Part 1): 1892 | Method of measurement of building and civil Engineering works |
| IS 3764:1992 | Standard Code of Safety for Excavation Work |
| Central and State Pollution control norms | Sludge disposal regulations focus on safely managing wastewater residues (biosolids) through strict, authorized methods like landfilling, land application, or incineration, ensuring they do not contaminate soil or water |
| IS 6279-1971 | Specifications for equipment for grit removal devices, which may be used in conjunction with pond cleaning. |
| The Kerala State Biodiversity Board (KSBB) | for Eco-restoration of Ponds: outlines procedures for cleaning, including the removal of plastic Guidelines, waste, clay, and weeds. |
| Water Management Standards | The Water (Prevention and Control of Pollution) Act, 1974, provides the legal framework for maintaining the cleanliness of water bodies. |



SECTION- 6

FORMATS FOR QUALIFICATION



6. A DETAILS OF THE BIDDER

| <i>(TO BE SUBMITTED IN THE LETTER HEAD OF THE BIDDER)</i> | |
|--|---|
| Name of Work: <i>Rubber Park India Private Limited, Irapuram, Ernakulam – Removal of accumulated silt/sludge from the bottom of Pond “Sarovaram” at Site-A, while retaining the existing water in the pond.</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 :



6 B. DETAILS OF EXPERIENCE

| Details of Dredging/Desilting works which are undertaken and successfully completed by the bidder in a single contract as prime contractor in the last seven years | | | | | | | | |
|--|--|-------------------|--------------------------------------|-------------------------------|---------------------------|--------------------------|---|---|
| Sl.No | Name & address of client with Telephone No. Email Id | Value of contract | Date of commencement as per contract | Stipulated date of completion | Actual date of completion | Completed value of work. | Litigation/ arbitration cases pending/in progress with details. | Full particulars of work carried out by the Bidder. |
| | | | | | | | | |

Attach copies of completion/experience certificate issued by the client with detailed description of work, work start date, work completion date, completed value of work etc. for each works. Works without proper documentary evidence will not be considered for evaluation.

I/We hereby affirm that the details furnished above are true to the best of my/our knowledge.

Signature of the Bidder



SECTION – 7

BID FORM AND OTHER FORMS



FORM 1

TIME SCHEDULE

NAME OF BIDDER:

Bidders shall submit in the proposal, as per this form, a project schedule covering all activities detailed scope of work. The Bidder shall include in the proposal the techniques to be used to control the work schedule, measure and report progress to assure meeting the project schedule.

| Activity Description | Duration | Expected date (MM/DD/YY) | |
|----------------------|----------|--------------------------|--------|
| | | Start | Finish |
| | | | |

Note:

Bidder to furnish the schedule detailing linkages and time required for completion of all activities given in the **scope of work**.

Signature :

Date :

Seal :



FORM 2

FORM OF BID

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

To

Date:

The Managing Director,
Rubber Park India (P) Ltd.,
2A, "Kautileeyam"
Valayanchirangara P.O
Ernakulam,
Pin: 683 556

Dear Sir,

Sub: Re-Tender for the at Rubber Park, Irapuram
Ref: Re-Tender No., dated

I/We have read and examined the notice inviting tender, General Conditions, Special Conditions, Technical Specifications and the Drawings included in or referred to in the Tender Documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to supply and deliver goods and services including installation and commissioning as detailed in the work schedule, in conformity with the technical specifications and drawings and the terms and conditions as mentioned in or referred to in the said tender documents for the sum as quoted in the Priced part or such other sums as may be ascertained in accordance with the work schedule attached herewith and made part of this bid and the said conditions.

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, to commence and complete delivery of all the goods and services including supply and installations and commissioning as specified in the tender document, from the date of receipt of your Work Order.

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 30 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 Letter of Intent 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 2026

(Signature)
For and on behalf of
.....



FORM 3

ACCEPTANCE LETTER

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

To

The Managing Director,
Rubber Park India (P) Ltd.,
2A, "Kautileeyam"
Valayanchirangara P.O
Ernakulam,
Pin: 683 556

Dear sir,

I/We hereby unconditionally accept the tender terms and conditions in its entirety for Re-tender No, dated: for the
.....
..(Name of work) at Rubber Park, Irapuram, Ernakulam.

I/We also confirm that payment of EMD, Tender Fee has been **remitted through online payment mechanism for e -procurement system** of Govt. of Kerala www.etenders.kerala.gov.in.

Date:

**SIGNATURE OF THE BIDDER
WITH RUBBER STAMP**



FORM 4

DECLARATION FORM

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

To

The Managing Director,
Rubber Park India (P) Ltd.,
2A, “Kautileeyam”
Valayanchirangara P.O
Ernakulam,
Pin: 683 556

DECLARATION

I/We hereby declare that I/We read and understood that Terms & Conditions of contract, Technical Specifications, Drawings, Schedule of Requirements etc for the Re-tender No., for the (Name of work) and hereby agree to abide by them. In token of I/We also understand that otherwise this tender is liable to be rejected.

I/We hereby confirm that only the relevant entries asked for, have been made within the Tender documents issued to us. I/We also confirm that in the event of any entry in this tender document, other than the relevant entry, shall make this tender invalid.

I/We hereby confirm that I/We am/are authorised to sign on behalf of the bidder.

Date:

**SIGNATURE OF THE BIDDER
WITH RUBBER STAMP**



FORM – 5

ARTICLES OF AGREEMENT

Agreement of no:

This AGREEMENT made on this the ...th day of 2026, by and between **Rubber Park India (P) Ltd.** PAN 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 (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., **PAN**, 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 with two cover item rate bids, on bidders participated in the tender and bidders were pre-qualified. The price bids of the prequalified bidders were opened on On evaluation, it was found that M/s., has quoted the lowest amount of Rs./- (Rupees only). 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...../-** (Rupees
..... only). The applicable GST will be paid extra, if applicable.

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 to 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./-(Rupees.....only), in the form of DD vide DD No.., dated 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 Perumbavoor 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, M/s. |
|--|--|

In the presence of witnesses:



SECTION – 8

PRICE BID



FORM FOR PRICE BID

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

To

The Managing Director,
Rubber Park India (P) Ltd.,
2A, “ Kautileeyam”
Valayanchirangara P.O
Ernakulam,
Pin : 683 556

Dear sir,

I/We hereby unconditionally accept the tender terms and conditions in its entirety for Re-tender No, dated: for the at, Rubber Park, Irapuram, Ernakulam.

I/We also confirm that the price bid for the work is also submitted through the **online e -procurement system** of Govt. of Kerala www.etenders.kerala.gov.in.

I/We also understand that 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 us.

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

Date:

**SIGNATURE OF THE BIDDER
WITH RUBBER STAMP**



END OF DOCUMENT