



# RUBBER PARK INDIA (PVT) LTD

(A Joint Venture of KINFRA & Rubber Board)

2 A, "Kautilleeyam", Rubber Park, Valayanchirangara,P.O, Ernakulam, Kerala-683 556.

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## Notice Inviting Tender (NIT)

Tender No	:	RP/E/T/05/2024-25
Name of the Work	:	Design, Supply, Installation, Testing and Commissioning of Grid Connected Battery Energy Storage System (BESS) of 500 kW/1 MWh at Rubber Park, Irapuram.
EMD	:	Rs. 1,00,000/-
Period of Completion	:	6 Months
Tender Fee	:	Rs. 8,850/- (Including GST)



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## **Section - 1**

# **TENDER NOTICE**



## **1.0 TENDER NOTICE**

**1.01.** The 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, who fulfill the eligibility criteria prescribed in Clause 1.02.

Tender No.	Name of the work	EMD (Rs.)	Period of contract	Last date of submission of Tender documents	Time & Date of opening of technical bid	Tender Fee (Non refundable)
RP/E/T/05/2024-25	Design, Supply, Installation, Testing and Commissioning of Grid Connected Battery Energy Storage System (BESS) of 500 kW/1 MWh at Rubber Park, Irapuram.	Rs .1,00,000/-	6 Months.	11:0 AM on 30.12.2024	03:00 PM on 31.12.2024	Rs. 8,850/- (Inclusive of GST) Remitted Through online Payment

### **1.02. Minimum Eligibility Criteria**

The 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.

- 1.02.1.** The bidder shall have satisfactorily completed the work of Design, Supply, Installation, Testing and Commissioning of Grid Connected Battery Energy Storage System in India/abroad with in the last ten years as on date of submission of bid (Copy of the **Performance certificate** issued by the Client in **English language** shall be submitted. In the event of Performance certificate issued by the client in a language other than English, the English translation of the same shall be self-attested by the bidder and submit along with the performance certificate in original language. In the event of submission of performance certificate by the bidder towards the work executed for foreign/Indian clients abroad, the lowest successful bidder shall submit the performance certificate in English attested by the Indian Embassy/Consulate / High Commission in the respective country within 15 days from the date of intimation by RPIPL. In the eventuality of failure on the part of the lowest successful bidder to produce the performance certificate attested by the Indian Embassy/Consulate / High Commission,



within 15 days from the date of intimation by RPIPL, the Bidder shall be debarred in future from participating in all Bids). Authorized dealer/channel partners/distributor of foreign companies/OEM who have experience in Battery Energy Storage Systems, is allowed to participate in the tender as a bidder (copy of the Authorization from the OEM/ foreign company or agreement with the OEM/ foreign company shall be submitted). In case, Bidder is a Group Company then Indian/international experience of Parent/Group companies shall be considered.

**1.02.2.** The bidder shall have GST registration and PAN number and proof of same shall be submitted.

**1.02.3.** (i) The bidder shall be a proprietary firm, partnership firm, Limited Liability Partnership, Private Ltd Company, Public Ltd Company, Joint venture company/consortium and proof of same shall be submitted (Proof of the registration shall be submitted).

(ii) The average annual turnover of the firm / company for the last three years shall not be less than Rs.3 Crores (FY 2021-22, 2022-23 and 2023-24. (Self-attested/original documents of Turnover; Balance Sheet & P&L issued by Chartered Accountant shall be submitted). Average annual turnover of parent company/group company will be considered to meet the average annual turnover. Authorization from parent company / group company shall be submitted along with the tender. Turnover of the international company will not be considered, otherwise the same shall be attested/certified by Indian foreign embassy.

**1.02.4.** Those Bidders who are awarded contract earlier and whose contract has been terminated due to violation of contract terms and has been blacklisted by any State/Central Govt./Autonomous bodies / Public sector organization and / or any Contractor who has got any uncleared dues or financial/contractual liability with Rubber Park India (P) Ltd. are not eligible and will not be able to participate in this tender.

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

### **1.03. General Tender Terms & Conditions for e-Procurement**

This tender is an e-Tender and is being published online for the work “*Design, Supply, Installation, Testing and Commissioning of Grid Connected Battery Energy Storage System (BESS) of 500 kW/1 MWh at Rubber Park, Irapuram*”. 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](http://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.

### **1.03.01. 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](http://www.cca.gov.in). Once, the DSC is obtained, bidders have to register on [www.etenders.kerala.gov.in](http://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 0484-2336006, 2332262 or 0497-2764788, 2764188 or 0483-273294 or through email: [etendershelp@kerala.gov.in](mailto:etendershelp@kerala.gov.in) or [helpetender@gmail.com](mailto:helpetender@gmail.com) for assistance in this regard.

### **1.03.02. Online Tender Process:**

The tender process shall consist of the following stages:

**1.03.02.1. Downloading of tender document:** Tender document will be available for free download on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

**1.03.02.2. Publishing of Corrigendum:** All corrigenda shall be published on [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in) and shall not be available elsewhere.

**1.03.02.3. Pre-Bid Meeting:** Pre-Bid meeting shall be held at Office of Rubber Park at Irapuram, Ernakulam Dist. **on 16.12.2024 at 11.00 am** to clear the doubt of intending bidders, if any. The bidders can also attend the pre-bid meeting. For those **who are not able to attend pre-bid meeting shall send all their queries, if any, to the mail id [md@rubberparkindia.org](mailto:md@rubberparkindia.org) on or before 13.12.2024 at 11.00 am. No queries received after the stipulated time shall be encouraged.** All clarifications for the queries of bidders, if any, will be uploaded in e-tender website as addendum.

**1.03.02.4. Bid submission:** Bidders have to submit their bids **on or before 11:00 am (IST) on 30.12.2024** along with supporting documents to support their eligibility, as required in this tender document on [www.etenders.kerala.gov.in](http://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. Please note that the time extension will not be considered for this tender, even though corrigendum may have to be issued during the tendering period.

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.

**1.03.02.5. Opening of Technical Bid and Bidder short-listing:** The technical 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 03:00 pm (IST); on 31.12.2024.** If the tender (technical bid) opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

**1.03.02.6. Opening of Price Bids:** Bids of the qualified bidder's shall only be considered for opening and evaluation of the price bid. The time and date of opening of Price Bid/BOQ (cover – 2) of the tender shall be intimated only to the qualified and technically acceptable bidders at a later date.

### **1.03.03. 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) Tender Document(duly signed and stamped).
- 2) Copy of Company Registration and/or Copy of Authorization from OEM/Joint Venture Agreement.
- 3) Copy of Audited Balance Sheet, P&L Account and IT Returns.
- 4) Copies of Performance Certificates issued by the Clients.
- 5) Copy of GST registration Certificate
- 6) Copy of PAN Card
- 7) Duly signed Form of Bid in stamp paper worth Rs.200/- (Form 2)
- 8) Duly filled Formats for Qualification (form 5A to 5E)
- 9) Duly filled Bid Forms (form 1, 3 , 4 & 5)
- 10) Power of Attorney
- 11) Any other Document as specified in the tender.

#### **(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.

#### 1.03.04. Payment of Tender Fee and Earnest Money Deposit (EMD)

The Bidder shall pay, a tender document fees of **Rs. 8,850/-** (Rupees Eight thousand eight hundred and fifty only) and Earnest Money Deposit of **Rs.1,00,000/-** (Rupees One lakh 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 eProcurement System.

<b>A) Internet Banking Options (Retail)</b>			
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	C S B 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	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu 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>B) Internet Banking Options (Corporate)</b>			
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	C S B Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal 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.

### **1.03.05. 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](http://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](http://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.**

**1.03.05.1.** 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.

**1.03.05.2.** 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.

**1.03.05.3.** Rubber Park India (P) Ltd. right to accept any tender and reject any or all tenders, 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.

**1.03.05.4.** 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 of acceptance will constitute the formation of a contract.

**1.03.05.5.** Before commencing the work within 15 (Fifteen) days from the date of Work Order the bidder shall make a Performance Guarantee as given in Clause 1.05 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an Agreement in Kerala Stamp paper worth Rs 200/-, as fixed by Govt. from time to time.

**1.03.05.6.** 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. Such case, 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, 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.

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

**1.03.05.8.** The tender submitted on behalf of a firm shall be digitally signed by all the partners of the firm or by a person who has the necessary authority on behalf (power of attorney) of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the Rubber Park India (P) Ltd.

#### **1.04. EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit (EMD) is **Rs 1,00,000/-** (Rupees One lakh 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.

E.M.D. deposited with 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.

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

#### **1.05. PERFORMANCE GURANTEE (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. At least 50 % (fifty percent) of this amount shall be in the form of DD in favour of Managing Director, Rubber Park India (P) Ltd. payable at Valayanchirangara and the rest in the form of Bank Guarantee from a Scheduled/ Nationalized bank in favour of Rubber Park India (P) Ltd. and shall execute an Agreement for the work in required non-judicial stamp paper in the format given as “Articles of Agreement” within fifteen days from the date of the work order. The validity of BG shall be up to 3 months after defects liability period. On completion of Defects Liability Period, the Engineer-in-Charge/Consultant shall recommend on demand from the



Contractor to refund to him the Performance Guarantee and the same will be refunded/ released by the Clint/Accepting Authority provided that the Engineer-in-Charge. is satisfied that there is no demand outstanding against the contractor.

If the contractor is failed to carryout rectification works during defect liability period (DLP), PG will be forfeited, and company/contractor will be blacklisted without further notice.

#### **1.06. SECURITY DEPOSIT**

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

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

All the deposits of EMD, SECURITY DEPOSIT AND PERFORMANCE GURANTEE will not bear any interest whatsoever.

**1.07.** 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.

**1.08.** All statutory deductions shall be made from the amount eligible to the contractor in each part bill at current rates. The deduction towards the turn over tax shall be at the prevailing rates, and shall be changed if the government revises the rate. Income-tax at the rate prevailing at the time of payment will be deducted from each running bill and final bill. Any tax omitted, to be deducted in any part bill shall be deducted in the subsequent part bills/ final bill/PG.

#### **1.09. PERIOD OF VALIDITY**

The tender shall remain valid for acceptance for a period of 90 days from the date of opening of the technical bid. If any tenderer 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 blacklist the contractor.

#### **1.10. INSPECTION OF SITE**

Every tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions, the quantities and nature of work and the means of access to the site, the



accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender etc. before quoting his rates. He must go through the conditions/specifications in the tender documents. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

#### **1.11. QUANTUM OF WORK**

A schedule of approximate quantities for various items accompanies this tender. It shall be definitely understood that the "RUBBER PARK INDIA (P) LTD" do 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 the "RUBBER PARK INDIA (P) LTD" without affecting the terms of the contract.

"RUBBER PARK INDIA (P) LTD" reserves the right to increase or decrease the quantum of work during the period of contract without assigning any reason for which agreed rate will not be changed.

#### **1.12. ALL INCLUSIVE RATES**

The rates quoted by the Contractor shall be inclusive of all charges like cost of all materials, labour charges, transportation, packing, freight and insurance charges, all overheads, contingencies, profits, taxes (ie. Income tax etc.), duties/ levies, custom clearing charges, cost of scaffoldings, tools for installation and commissioning, loading and unloading charges, cost of statutory approvals etc., complete, excluding GST and the Contractor shall not be entitled to make any other demands monetary or otherwise from the RUBBER PARK INDIA (P) LTD during the term of this contract. The GST will be paid only as per the GST Act/Rules. The rates quoted shall be firm throughout the period of contract and there shall be no upward revision of the rates quoted by the contractor for any reason whatsoever. All applicable taxes and duties will be deducted from the bills.

#### **1.13. DEFECT LIABILITY / GUARANTEE PERIOD (DLP)**

All the items of works shall be guaranteed to be free from defective workmanship or materials for a period of **60 Months** from the date of virtual completion of the work as mentioned at Clause No. 4.9.7. The Contractor at his own cost shall rectify any defect that may appear during this period. During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the work executed by him and attend to any difficulties and defects that may arise in the operation.

#### **1.14. PERIOD OF COMPLETION**

Time is the essence of this Contract. The period of work shall be **6 months** from the date of commencement. The Commencement of the work shall be considered from the 10<sup>th</sup> day of issue of letter of award. 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 ten days of award of work and submit to Rubber Park India (P) Ltd. for their approval showing the milestones. The



approved schedule of program will be the part of the agreement.

- 1.15. Matters not covered by the specifications given in the contract as a whole shall be covered by the relevant IEC, Indian Standard Codes and as specified in the tender document. If such codes on a particular subject have not been framed, the decision of the Rubber Park shall be final.
- 1.16. No alterations shall be made by the tenderer in the Notice Inviting Tenders, Instructions to the contractors, Contract form, conditions of the contract and specifications and if any such alterations are made or any special conditions attached, the tender is liable to be rejected.
- 1.17. The acceptance of a tender shall rest with the Authorized Representative of the Rubber Park, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reasons whatsoever.
- 1.18. The Owner's decision with regard to the performance of the contractor will be final and binding.
- 1.19. The contractor must co-operate and co-ordinate with other contractors involved in other works on the site.

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

**Place: Irapuram**  
**Date: 10.12.2024**

**Sd/-**  
**Managing Director**  
Rubber Park India (P) Ltd.