



# **RUBBER PARK INDIA (P) LTD**

**TENDER DOCUMENT No. RP/ADM/008/2025**

***Tender for Hiring of Vehicle with Driver on Contract basis at  
Rubber Park India (P) Ltd, Irapuram***

Rubber Park India (P) Ltd

2 A, "Kautileeyam"  
Valayanchirangara,P.O  
Ernakulam - 683556

Phone : (0484) 2657218/ 2655548/38

E mail : [md@rubberparkindia.org](mailto:md@rubberparkindia.org) Website: [www.rubberparkindia.org](http://www.rubberparkindia.org)

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## **Section - 1**

### **TENDER NOTICE**

## **1.0 Notice inviting E-tender**

**1.01.** The Managing Director, Rubber Park India (P) Ltd (RPIPL) invites online tenders in **two cover (Technical and Price)** system for Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram, Ernakulam (Dt.) detailed below in the prescribed form, from competent, technically and financially sound contractors, who fulfill the eligibility criteria prescribed in Clause 1.02.

S/N	Brand Preferred	Max. kms pm	Driver hours	EMD (Rs.)	Period of contract	Last date of submission of Tender documents	Time & Date of opening of Technical bid	Time & Date of Prebid meeting	Tender Fee Non-Refundable
1	Maruti Omni/ Maruti Eco /Tata Venture (should not be registered before 01.12.2018)	1250 kms	2160 hrs	Rs .27, 700.00/-	2 Years.	02.00 pm on 29.12.2025	03.00 pm on 30.12.2025	11.00 AM on 15.12.2025	Rs.2620/- (Inclusive of GST) remitted through online Payment

All communications shall be addressed to the **Managing Director, Rubber Park India (P) Ltd, 2A, Kautileeyam, Valayanchirangara, Ernakulam – 683 556** only. Bid documents and other details may be downloaded from the website [www.etenders.kerala.gov.in](http://www.etenders.kerala.gov.in)

### **1.02. Bidders Eligibility**

- 1.02.01 The make of the vehicle should be specified and the model should not be registered before 01.12.2018.
- 1.02.02 The vehicle must have a valid taxi permit to run in the territory of Kerala.
- 1.02.03 The Bidder is required to provide commercial vehicle fully conforming to RTA/RTO regulation along with fuel, driver, insurance, consumables etc complete.

- 1.02.04 Copies of the valid documents of the vehicle (RC Book, permit, insurance, etc) should be submitted along with the offer, without which the offer will not be considered.
- 1.02.05 The Bidder should fulfill the conditions prescribed in Sec. 66 of Motor Act, 1988 for hiring of vehicle. The Bidder should ensure that the vehicle remain under insurance cover for the entire period of contract.
- 1.02.06 If the proposed vehicle is not registered in the bidders name, no objection certificate from the registered RPIPL of the vehicle shall be submitted along with the bid.
- 1.02.07 The bidder shall be Private Limited Company / partnership firm or an individual.

Before participating in the tender, the intending bidders are advised to satisfy themselves whether the conditions set out above are fully met by the bidders. The tender documents of those companies / firms who fail in the PQ process would be rejected summarily and no correspondence or intimation would be given to such companies or firm and the decision of RPIPL in this regard is final. The intending bidders have to quote their corresponding category wise 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 Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram. The tender is invited 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](https://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, RPIPL 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 black listed by RPIPL.

### **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:

- i. **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.
- ii. **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.
- iii. **Pre-Bid Meeting:** Pre-Bid meeting shall be held at Office of RPIPL at Irapuram, Ernakulam Dist. **On 15.12.2025 at 11.00 am** to clear the doubt of intending bidders, if any. For those **who are not able to attend pre-bid meeting shall send all their queries, if any, to the mail id [md@rubberparkindia.org](mailto:md@rubberparkindia.org) on or before 14.12.2025 at 05.00 pm. 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.
- iv. **Bid submission:** Bidders have to submit their bids **on or before 02.00 PM (IST) on 29.12.2025** 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 RPIPL 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, technical bid and price bid and if any such alterations are made, the tender is liable to be rejected.

- v. **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 **RPIPL- 2A Kautileeyam, Valayanchirangara, Ernakulam 683 556 at 03.00 PM (IST); on 30.12.2025.** If the tender (technical bid) opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
- vi. **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 or Technical Cover based on 1 cover or 2 cover tender system):

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

- i. Document 1 : Scanned copy of documents to prove eligibility criteria as per Clause No. 1.02
- ii. Document 2: Tender Document duly signed
- iii. Copy of PAN card & GST registration, as applicable
- iv. First Page of Bank account passbook should be submitted.
- v. Any other documents as per the requirement of the tender conditions

- (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. 2620/- including GST (Rupees Two Thousand Six Hundred and Twenty only) and Earnest Money Deposit of Rs. 27,700.00 (Twenty Seven Thousand Seven Hundred Only).

The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. The tender document without EMD and Tender document fee will be rejected without any notice.

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

The EMD is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security. The tender document without EMD and Tender document fee will be rejected without any notice.

**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	Catholic Syrian 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	Catholic Syrian 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:

- 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.
- 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 RPIPL, 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam, Pin; 683556, Phone: 0484 – 2655538/48, 2657218, during office hours from Monday to Friday (10 am to 5 pm).

- 1.04. RPIPL shall have no responsibility for any errors in downloading the document or due to erroneous online submission. RPIPL, reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- 1.05. 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.
- 1.06. RPIPL. shall have the 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.

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

- 1.07. Within 15 (Ten) days from the date of Work Order, the bidder shall make a Performance Guarantee as given in Clause 1.12 of this notice and furnish the same for the proper fulfilment of the contract and shall execute an Agreement for the work in required non-judicial stamp paper worth Rs. 200/- in the format given as “Articles of Agreement”.
- 1.08. If the bidder fails to execute the Agreement as stated above within the specified period, his Earnest Money Deposit shall be forfeited to the RPIPL and such bidder shall be blacklisted 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 works of RPIPL, any loss to RPIPL results, the loss 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.
- 1.09. Tenders not properly filled, mutilated, uploaded with incorrect calculations or generally not complying with the conditions and requirements of RPIPL are likely to be rejected.
- 1.10. 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. Otherwise the tender may be rejected by the RPIPL.

#### **1.11. Earnest Money Deposit ( EMD)**

Earnest Money Deposit (EMD) is **Rs 27,700/-** (Rs Twenty Seven Thousand Seven 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.

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

- i) If a Bidder withdraws his bid during the period of validity specified.
- ii) If the successful Bidder fails within the time limit to sign the Contract agreement or fails to furnish the required Performance Guarantee.
- iii) EMD will be discharged only after when the successful Bidder has furnished the Performance Guarantee and execution of the agreement.

### **1.12. Performance Guarantee (PG)**

The successful bidder has to submit a Performance Guarantee of 10% of the annual contract amount ( highest annual contract amount out of the two years) by way of DD or NEFT/RTGS in favor of Managing Director, RPIPL, within 15 days from the date of work order. The performance guarantee will be refunded only after two months from satisfactory completion of contract. The E.M.D will be refunded after remittance of the performance guarantee and execution of the agreement by the successful bidder. If the contractor failed to supply vehicle as per terms and conditions of contract to RPIPL, vehicle will be arranged from other agencies immediately and all the cost will be recovered from the PG, without notice.

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

### **1.13. Payment Terms**

- i. The monthly charges quoted shall be covered in a calendar month which will also cover the cost of driver (wages as per minimum wages act), cost of fuel, consumables like lubricants, tyres, battery, repairs & maintenance, taxes, insurance etc. The payment, as per agreed contract rate, alone will be admissible every month. Rate of excess kilometers run beyond maximum Kms specified, which is to be calculated and become eligible for payment on six months block period only i.e., rate per km run in excess of maximum kms pm specified above 7500 kms.
- ii. Additional charges for Drivers extra hours of work beyond 2160 hours will be calculated and become eligible for payment only on six months block period. Period less than an hour is not to be counted.
- iii. Payment will be made monthly on the basis of Log Book entries duly certified by the concerned officers. No advance payment on any account will be made.
- iv. Please note GST at the applicable rate will be paid extra, upon reflection of it in our GSTR 2B. The Contractor shall have no claim by way of interest or compensation for the reason of late releasing of the payment to them on this account. Upon receipt of each invoice, RPIPL's representative shall review it and if deemed to be in accordance with the agreement, RPIPL shall approve the said invoice and payment will be made to contractor within ten (10) days from the receipt of correct invoice by RPIPL subject to bills being in complete shape with all necessary support documentation and in the accepted format. All the applicable taxes and duties will be deducted from the bills. The bill submitted should be as per tax rules. The GST at applicable rate shall be paid by the RPIPL.

#### **1.14. 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 Bidder withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the “RPIPL” has the liberty to forfeit the said Earnest Money Deposit and black list the bidder for five years. If required, validity of tender period shall be extended by the bidder, on the request of the tendering authority, without any additional financial commitments.

#### **1.15. Period of Contract**

The contract shall be for a period of 2 years and the Bidder shall indicate the cost accordingly.

#### **1.16. Interpreting Specifications**

In interpreting the specifications, the following order of decreasing importance shall be followed;

1. Tender Schedule.
2. Special conditions of contract.
3. Instruction to tenders.
4. General conditions of contract.

**1.17.** While all efforts have been made to avoid errors in the drafting of tender documents, the Bidders are advised to check the same carefully. No claim on account of any errors detected later in the tender documents shall be entertained.

**1.18.** No alterations shall be made by the Bidder 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.

**1.19.** The acceptance of a tender shall rest with the Tendering authority of the RPIPL, 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.

**1.20.** The Tendering authority of the RPIPL reserves the right of accepting tenders received and the Bidder shall be bound to perform the same at the rate quoted.

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

Place: Irapuram

Date: 10/12/2025

Sd/-  
**Managing Director**  
Rubber Park India (P) Ltd.  
2A, "Kautileeyam"  
Valayanchirangara P O  
Ernakulam  
Kerala -683556

**Signature of the Bidder**

## **Section – 2**

### **BID SYNOPSIS**



## **2.0 BID SYNOPSIS**

1	Tender No:	RP/ADM/008/2025
2	Name and address of RPIPL	Managing Director, RPIPL., 2A, Kautileeyam, RPIPL Valayanchirangara P.O, Irapuram, Ernakulam, Kerala, Pin : 683 556
3	Name of Work	Tender for Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram, Ernakulam (Dt.)
4	Issue of Tender Documents	Tender documents can be down loaded free of cost from the e-GP website <a href="http://www.etenders.kerala.gov.in">www.etenders.kerala.gov.in</a>
5	Pre Bid Clarification start date	11.12.2025 at 02.00 pm
6	Submission of Pre Bid Clarification end date	14.12.2025 at 05.00 pm
7	Prebid Meeting Date & Time	15.12.2025 at 11.00 am
8	On line bid submission starting Date & Time	17.12.2025 by 10.00 am onwards.
9	On line bid submission closing Date & Time	29.12.2025 at 02.00 pm
10	Tender Opening Date (Technical bid)	On 30.12.2025 at 03.00 pm (IST) (Venue: RPIPL, 2A, Kautileeyam, Rubber Park, Valayanchirangara P.O, Irapuram, Ernakulam – 683556
11	Period of Contract	2 years
12	Bid system	Two bid system (On line) (Cover. I: Technical Bid along with EMD and Cover II: Price Bid)
13	Tender Fee	<b>Rs. 2620/-</b> (Inclusive of GST) non-refundable (This shall be remitted in line with the online payment features stipulated).

14	Earnest Money Deposit (EMD)	<b>Rs. 27,700/-</b> to be remitted through On line payment of e – procurement system of Govt. of Kerala.
15	Performance Guarantee	Contractor should submit a performance guarantee of 10% of the highest annual contract amount out of the two years by way of DD or NEFT/RTGS in favour of Managing Director, RPIPL., within 15 days from the date of Work Order. The performance guarantee will be refunded only after satisfactory completion of contract.
16	Validity period of tender	90 days from the date of opening of technical bid

## **Section – 3**

# **INSTRUCTIONS TO BIDDERS**

### **3.0 INSTRUCTIONS TO BIDDERS**

#### **3.01. General Instructions**

This tender is an e-Tender and is being published online for the 'Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram, Ernakulam (Dt.). 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](http://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 bid 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](http://www.etenders.kerala.gov.in)). No payment is required for downloading the tender documents from the above website however a bid submission fee of Rs. 2620/- (incl GST), 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 / Annexures 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.

The amount of EMD and tender fee shall be furnished through online banking system of e-GP website [www.etenders.kerala.gov.in](http://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. RPIPL shall not be responsible for bidder's negligence in checking the website regularly for any updates on this tender.

Uploaded Tender documents, corrigendum (if any), supporting documents, certificates, etc complete shall be signed and stamped or digitally signed by the authorized signatory of the company/firm

### **3.03. Back ground.**

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

### **3.04. Location**

The RPIPL is located at Irapuram, in Mazhuvannoor Panchayath near Perumbavoor, Ernakulam Dist. 29 KM from Ernakulam, 25 KM from Aluva, 17 KM from Muvattupuzha and 10KM from Perumbavoor. The second phase of RPIPL has started its operation at Piravanthoor, Near Punallur, Kollam Dist, 4.5 kms from Punallur.

### **3.05. Nature of work.**

Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram, Ernakulam (Dt.)

### **3.06. Bid preparation.**

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

### **3.07. 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](http://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 RPIPL. 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.

### **3.08. Bid Opening and Evaluation**

#### **3.08.01. Bid Opening**

- a) Bids shall be opened on the specified date & time, by the tender inviting authority or his authorized representative.
- 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.

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.

### **3.08.02. Confidentiality**

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

### **3.08.03. 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. All clarifications required shall be submitted to the tendering authority before 24 Hrs from the date and time of pre-bid clarification meeting.
- b) Subject to clause 3.08.03 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.

### **3.08.04. Examination of Bids, and Determination of Responsiveness**

- (i) During the detailed evaluation of Technical Bid, the Tender Inviting Authority will determine for each Bid.
- (ii) meets the eligibility criteria as required in the NIT;
- (iii) meets the qualification criteria in accordance with the provision of NIT; and
- (iv) is accompanied by the required bid submission fee, bid security and the required documents and certificates.
- (v) A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents.

- (vi) 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.
- (vii) Non submission of legible or required documents or evidences may render the bid non-responsive.
- (viii) 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.
- (ix) 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.
- (x) 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.

### **3.09. Award of Contract**

**3.09.01.** Subject to Clause 3.08, 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.

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

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



#### **3.09.04. Right to Accept any Bid and to Reject any or all Bids**

Notwithstanding Clause 3.09.01 to 3.09.03, the Tender Inviting Authority reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action.

#### **3.09.05. Notification of Award and Signing of Agreement**

The Bidder, whose Bid has been accepted, shall be notified of award by the Agreement Authority prior to expiration of the Bid validity period by e-mail confirmed by letter sent through post. This letter (hereinafter and in the Conditions of Contract called the "Work Order") will state the sum that the Employer will pay the Bidder in consideration of the execution, completion and remedying defects, if any towards the works by the Contractor as prescribed in the Contract. 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 1.12. The agreement shall be executed with the tendering authority by the successful bidder within 15 days from date of Work order, after remitting the PG, failing which EMD will be forfeited and blacklist the bidder for 5 years.

### **3.10. Corrupt or Fraudulent Practices**

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

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

(d). “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

**3.10.02.** The Employer 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.

### **3.11. Forms and Declarations**

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

### **3.12. General Guidelines**

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

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

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

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

**3.12.5.** Within 15 (Fifteen) days from the date of Work Order, the successful bidder shall make a Performance Guarantee as given in clause 1.12 of this notice and furnish the same for the proper fulfillment of the contract and shall execute an Agreement for the work in required non-judicial stamp paper (Rs 200/-) in the format given as “Articles of Agreement”.

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

**3.12.6.** 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. Otherwise the tender may be rejected by the RPIPL.

### **3.13. Eligibility to participate in the Bid**

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

## **Section – 4**

# **GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

- 4.1 Conditional tenders are liable to be rejected. Final acceptance of the tender rests entirely with the tendering authority acting on behalf of the RPIPL who is not bound to accept the lowest or any other tender. Also, the RPIPL is not liable to assign any reason whatsoever for not accepting the lowest or any tender and the RPIPL decision will be final and binding to all bidders.
- 4.2 The tender invited is for hiring of one number of Vehicle (Maruti Omni/ Maruti Eeco /Tata Venture (not registered before 01.12.2018) for a period of 2 years for the use of RPIPL from Contractors/Registered RPIPLs of vehicles along with experienced Drivers.
- 4.3 The successful bidder has to submit a Performance Guarantee of 10% of the annual contract amount (highest annual contract amount out of the two years) by way of DD or NEFT/RTGS in favor of Managing Director, RPIPL, within 15 days from the date of work order.
- 4.4 EMD of unsuccessful bidders will be refunded as per rules after finalizing the tender.
- 4.5 The rate quoted should include wages of Driver - as per minimum wages act, cost of fuel, consumables like lubricants, tyres, battery, repairs & maintenance, taxes, insurance etc.
- 4.6 Price escalation clause will not apply to this tender due to change in the fuel price, insurance charges, consumables etc..
- 4.7 The billing for Kms and hours shall be made from the reporting place to the relieving place. In certain cases, where relieving place is not the ordinary place of reporting, the ordinary place of reporting shall be deemed to be relieving place.
- 4.8 The billing will be done on monthly basis. Bill should be neatly typed and submitted in duplicate to this office in the first week of the following month. Payment will be made within 10 days from the receipt of the bill, clear in all respect., TDS shall be deducted.
- 4.9 RPIPL reserve the right to check the accuracy of meters periodically by any authorized officer of RPIPL and reserves right to get the meter calibrated or checked at any time at his sole discretion and in the event of any error/default in the meter being noticed, the bill of the journey undertaken (including those undertaken earlier) would be adjusted, besides any other penal action as decided by the Managing Director, RPIPL which may even lead to termination of contract.
- 4.10 Vehicle should be in proper condition to undertake long trips at short notice, even on informing over the phone.

- 4.11 The expenses in connection with outstation travels if any, (outside Ernakulam district) shall be met by the Contractor.
- 4.12 Rates, terms and conditions of contract quoted, once accepted by RPIPL shall not be altered during the period of the contract for any reason and shall be valid till the expiry of contract, for 2 years.
- 4.13 The contract may be extended further, if mutually agreed by RPIPL and the Contractor.
- 4.14 RPIPL will not be held responsible for any loss/damage to vehicle, other properties, life or other unforeseen incident or damage to any 3<sup>rd</sup> party that may occur during the period of contract.
- 4.15 The Contractor shall all times keep the RPIPL indemnified against all claims, actions, proceedings, costs, damages incurred and compensation agreed in consequence of any breach of all or any of the covenants and warrants herein contained.
- 4.16 The log book is to be maintained by the Contractor as per the Proforma to be specified by the organization, which is to be acknowledged by the controlling officers. In case of loss of the said log book, the controlling officer's decision regarding payment will be final. The log book shall be kept in the safe custody of the Driver, who shall get the same filled up for journeys undertaken by the officials of RPIPL daily. The log book shall be made over to the authority passing the bill. The log book shall be submitted along with the bill to the Controlling officer. It is the responsibility of the successful Contractor that completed log book is made over to the Controlling Officer before the contract is terminated.
- 4.17 The liability arising out of accident of the hired vehicle under relevant sections of relevant Motor Vehicle Act and Bharatiya Nyaya Sanhita (BNS) shall solely be on the Contractor. The Hiring authority has no responsibility whatsoever and will not entertain any claim in this regard under the provision of the law.
- 4.18 The Driver of the vehicle shall be provided with a mobile phone ,round the clock, to contact from RPIPL, for which no extra payment will be paid.
- 4.19 Contractor / Registered RPIPL should comply with the following :
- a. The RPIPL of vehicle and the contractor must be same.
  - b. The model of the vehicle offered should not be before 01.12.2018.
  - c. The vehicle shall have a taxi permit.
  - d. The vehicle shall have comprehensive insurance.
  - e. The vehicle shall have a valid Pollution test certificate

4.20 The Bidder should be registered with the authority concerned of the State or Central Govt. and should fulfill the conditions prescribed in Sec. 66 of Motor Act, 1988 for hiring of vehicle. The Bidder should ensure that the vehicle remain under insurance cover for the entire period of contract.

4.21 The Contractor shall take necessary insurance for the Driver throughout the period of contract.

4.22 It is the responsibility of the Bidder to make all necessary payments (wages, insurance, other benefits and allowances) as per rules, in respect of the drivers engaged and shall indemnify the RPIPL from any claims arising thereof. The drivers so engaged shall under no circumstances be treated as employees of RPIPL.

4.23 Office contact details along with Landline / Mobile numbers to be provided where requisition of vehicles can be conveyed all the 24 hours.

4.24 Vehicles, mentioned in the Contract Document, should not be changed without valid reasons and the same should have prior approval from RPIPL.

**4.25 Sub Contract:**

The CONTRACTOR shall not sub contract any part of the work under this contract without the written consent of RPIPL and such consent, if given, shall not relieve the CONTRACTOR from any liability or obligation under the contract and the CONTRACTOR shall be liable for all the acts, defaults and neglects of the subcontractor, his agents, employees or workmen as fully as they were the acts, defaults or neglects of the CONTRACTOR of his agents, servants or workmen. The tender conditions shall be applicable to subcontractors as well. The CONTRACTOR shall be responsible for the observance of the provisions of aforesaid clauses by the sub-contractors employed by him in the execution of the contract.

**4.26 Sub Letting**

The contract shall not be sublet without the written permission of RPIPL nor shall transfer be made by Power of Attorney authorizing others to carry out the work or receive payment on behalf of the Bidder.

**4.27 Conflict of Interest:**

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

#### **4.28 Force Majeure**

If either party is prevented from or delayed in performing any obligation under this contract as a result of circumstances beyond its control, including but not limited to Act of God, severe earthquake, typhoon or cyclone, flood, lightening, land slip, fire or explosions, plague or epidemic, war, riot, invasion, act of foreign enemies, hostilities (whether war bedecleared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or trade embargos by any public authority, it shall not be deemed to have committed a default or breach of conditions of this contract and time for carrying out the activity thereby affected shall be extended for a reasonable period for which the work is actually affected due to such cases, provided it shall promptly notify the other of the details of the force majeure and the influence on its activity under this contract. The proof of the existing Force Majeure shall be provided by the party claiming it to the satisfaction of the other. The contractual right and obligations covered under this contract shall not be assigned by either party without obtaining, in advance, the written consent of the other party hereto.

#### **4.29 Termination of Contract**

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

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

#### **4.30 Termination for Convenience.**

RPIPL may without prejudice to any other rights or remedies provided by law or under this contract, if it is felt to the RPIPL that the workers of the CONTRACTOR as per the contract are not satisfactory RPIPL can terminate this contract after giving a written notice of ONE MONTH. No compensation will be made to the contractor for termination of the work.



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

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

#### **4.31 Foreclosure of contract**

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

#### **4.32 Termination of Contract on Death**

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

#### **4.33 Liability for Damage, Defects or Imperfections and Rectifications**

If the contractor, or his workman or employees shall injure or destroy any part of the RPIPL property or if any damage shall happen to any equipment while the work or contract is in progress, the contractor, shall, upon receipt of a notice in writing, in that behalf make the same good at his own expense.

## **Section – 5**

# **SPECIAL CONDITIONS OF CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT**

- 5.01 The vehicle shall be exclusively at the disposal of the office of the RPIPL on all days (including holidays). The vehicle shall be normally parked at the Head Office of the RPIPL at Valayanchirangara or at the place as specified by RPIPL from time to time. RPIPL shall have the right to use the vehicle all over Kerala.
- 5.02 The Contractor shall provide the vehicle to RPIPL as per the work order.
- 5.03 The vehicle should normally be made available for the use for a duration of 12 hours between 07.30 am – 07.30 pm on all days (including holidays). However, the Driver shall be available for duty in case of emergencies, after normal working hours, as per the direction of RPIPL.
- 5.04 While on duty the driver should keep with him the proper and up to date records of the vehicle, valid driving license etc. Copies of the valid documents of the vehicle (RC Book, permit, insurance, pollution certificate, driving license etc) shall be submitted to RPIPL for records, during the contractual period.
- 5.05 The Contractor shall ensure that the Driver marks his attendance in the biometric attendance system installed at the office of the Rubber Park India (P) Ltd) on a daily basis throughout the contract period.
- 5.06 It shall be the duty and responsibility of the Contractor to comply with all statutory requirements with regard to the employment of his personnel.
- 5.07 The Driver shall be well dressed and well behaved and under no circumstances drive the vehicle under the influence of any intoxicating drink or drug. The courtesy and good behavior on the part of the driver is important. Discourteous or careless driver shall be replaced on demand. Any laxity of the behavior of the drivers shall be treated as breach of contract resulting in cancellation of contract.
- 5.08 Assign driving to only qualified, experienced, licensed drivers and also assume full responsibility for the safety and security of the officers/officials. The contractor will be responsible for in case of a charge on the driver due to violation of traffic rules or for any other penalty imposed on the driver or the contractor.
- 5.09 The vehicle shall be well maintained and cleaned regularly. Fuel tank of the vehicle is to be kept sufficient for at least 50 kms per day. Trips for filling fuel will be on account of the contractor only.

- 5.10 Driver allotted should not be changed without valid reasons and the same should have prior approval from RPIPL. Whenever changed, copies of the driving license of new driver shall be submitted.
- 5.11 Consumables like lubricants, tyres, battery and repairs, maintenance, taxes, insurance, etc will be to the Contractors liability.
- 5.12 Parking/Toll Charges if any, may be reimbursed by RPIPL by producing valid parking/toll slips.
- 5.13 Driver shall be provided with a mobile phone for easy accessibility.
- 5.14 The charges for additional KMs/additional hours, if any, will be paid at the rates agreed, calculated on a 6 months' block period.
- 5.15 A Metal Plate bearing "ON CONTRACT WITH RUBBER PARK" should be displayed near the front and rear number plates (White letters with blue background)
- 5.16 In case of non-reporting due to breakdown of vehicles or for any other reason, the Contractor will have to make immediate alternative arrangement at his own cost under intimation to the users of the vehicle and strict care should be taken so that normal services are not disturbed/disrupted due to non reporting of the vehicles.
- 5.17 In case of non-provision of vehicle continuously for a period of more than one week it shall be treated as breach of contract and the performance guarantee shall be forfeited and the contract will be terminated.
- 5.18 In case of non-compliance of the above terms and conditions of contract, a penalty may be levied. The penalty for some of the default is as under:-

Sl.No.	Nature of Default	Penalty amount in Rupees
1.	Late reporting of driver or late availability of vehicle	Rs.500/-hour or part thereof.
2.	Non availability of vehicle	Rs.3000/-day or actual expenditure incurred by RPIPL for hiring other vehicle, whichever is higher.
3.	Poor maintenance of vehicle/Unclean or non road worthiness of vehicle deployed	Rs.1000/-incident
4	Refusal of duties/Mis behavior of driver/not followed instruction of officers of RPIPL	150% of proportionate contract charges per day (i.e.,(Monthly contract value/26)
5.	Any lapse noticed during operation of contract other than listed in clause of penalties	Rs.1000/- incident

**5.19 Debarring Conditions :**

- a. No vehicle should be supplied having registration in the name of employee of RPIPL or their close relative.
- b. No sub contracting of the service allotted is permissible by RPIPL. The near relatives of all RPIPL employees either directly recruited or on deputation /contract are prohibited from participation in this tender.
- c. The tampering of meter reading., vehicle usage timings, overwriting of summary/ log sheet and misbehavior of driver while on duty shall be viewed seriously, and penalty of the same will be decided by RPIPL, leading to even cancellation of contract.
- d. The Contractor shall not engage any person as driver without a valid driving license to drive the class of vehicle.

## **Section - 6**

### **FORMATS FOR QUALIFICATION**

(Duly filled and upload the scanned copies in line with the e-Procurement system of  
Govt. of Kerala)

### 6.01 PROFORMA FOR FILLING THE VEHICLE DETAILS

1.	Name of work		Tender for Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram
2.	Nature of Firm (Note:- 1. Tick whichever is applicable. 2. Attach certified documentary proof)		Proprietary / Partnership / Company (Private Limited)
3.	Name and address of the Bidder ( With Pin code )		
4.	PAN Number		
	Telephone Number	Mobile :	
		Landline :	
5.	Name of the responsible contact person:		
6.	Registration No. of vehicle with year of make / registration		
7.	Whether copy of relevant page of registration certificate in respect of each vehicle is attached		
8.	GST Registration if any (Yes/No)		
	If yes, Registration No. with date		

**Signature with  
Name & Address of the Bidder**



## **Section - 7**

### **BID FORM AND OTHER FORMS**

(Duly filled and upload the scanned copies in line with the e-Procurement system of  
Govt. of Kerala)

## FORM-1

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

### TENDER FORM

To

Date:

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

Dear Sir,

Sub: Tender for Hiring of Vehicle along with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram”

Ref: Tender No. RP/Adm/08/2025 dated 10.12.2025.

I/We have read and examined the notice inviting tender, General Conditions, Special Conditions of Contract, etc complete referred to in the Tender Documents, the receipt of which is hereby duly acknowledged, I/We, the undersigned, offer to supply and deliver services in conformity with the tender conditions 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 supply 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, I/We shall commence the supply of vehicle along with the Driver from the date of issue of the work order and shall ensure uninterrupted and satisfactory service throughout the contract period as specified in the tender document.

If my/our bid is accepted, I/We will submit the required Performance Guarantee 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 90 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. However, if required, validity of tender period shall be extended by the bidder, on the request of the tendering authority, without any additional financial commitments.

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 ..... 2025

**Signature of the Bidder**

**FORM 2**

**ACCEPTANCE LETTER**

To

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

Dear sir,

I/We hereby unconditionally accept the tender terms and conditions in its entirety  
for Tender No. RP/Adm/08/2025 dated 10.12.2025 for the “Hiring of Vehicle  
with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram

Date:  
Place:

Signature of the bidder  
(With Seal)

**FORM 3**

**DECLARATION FORM**

To

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

**DECLARATION**

I/We hereby declare that I/We read and understood that Terms & Conditions of contract, Schedule of Requirements etc. for the Tender No. RP/Adm/08/2025 dt.10.12.2025, for the work of “Hiring of Vehicle with Driver on contract basis at Rubber Park India (P) Ltd, Irapuram”, 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 authorized to sign on behalf of the bidder.

Date:

Signature of the bidder  
(with Seal)

**FORM-4**  
**ARTICLES OF AGREEMENT**

Agreement No. RP/...../2025-26 /....

This AGREEMENT made on this the ...<sup>th</sup> day of 2025, by and between **Rubber Park India (P) Ltd (RPIPL)**., 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....., PAN ..... (herein after referred to as 'RPIPL'), which expression shall include, unless repugnant to the context, be deemed to include its successors and permitted assigns on the ONE PART.

**And**

**M/s.....**, having its registered office at....., Pin:....., duly authorized and represented by its .....Sri. ...., son of Sri....., aged .....( ..... ) years, residing at .....", ..... P O, .....Dist., 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 item rate tender, on ..... bidders participated in the tender and the bids were opened on .....2025

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 "....." at his agreed contract amount of Rs...../- (Rupees .....only). The applicable GST will be paid extra.

AND WHEREAS Contractor has agreed to execute upon and subject to the conditions set forth herein and to the conditions set forth in the special conditions, unit rate, specifications & in the schedule of quantities and conditions of contract (all of which are collectively hereinafter referred to as the said conditions and forming part and parcel of this articles of agreement) the supply/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 .....
3. .... Any other letters....

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, execute and complete the supply in the described 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 viz.- “.... ”.

6. The Contractor has furnished 10% of the annual contract amount ( highest annual contract amount out of the two years) by way of DD No..... dt. or NEFT/RTGS in favor of Managing Director, RPIPL as performance guarantee amounting to Rs. ....../-, for the due performance of obligation of the Contractor under the contract.

7. The “RPIPL” reserves to them the right of omitting any items of work/supply 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 supply/ 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 vehicle hiring services shall be provided in full and without interruption as per the schedule and conditions stipulated in the tender. Any failure or delay in providing the vehicle and driver as required will attract penalties/compensation as per the tender conditions.

11. 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.

12. It is specifically understood that if the Contractor fails to provide the vehicle or driver, or fails to maintain the services as agreed the same shall be arranged by the RPIPL at the risk and cost of the Contractor, without prejudice to other penalties applicable under the tender conditions.

The several parts of the contract have been read by the Contractor and fully understood by the Contractor.



13. 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. ....
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In the presence of witnesses: