



**NATIONAL COIR RESEARCH & MANAGEMENT  
INSTITUTE (NCRMI)**

A Govt. of Kerala Undertaking, Near Doordarshan Kendra,  
Kudappanakunnu P.O, Thiruvananthapuram – 43  
Tel. No. – 0471-2730788, Tel/Fax – 0471-2730777  
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No. NCRMI/R&D/RW/14

30.09.2014

**TENDER DOCUMENT  
FOR  
ROAD CONSTRUCTION USING COIR GEOTEXTILE**

Tender form issued to : .....

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EARNEST MONEY DEPOSIT (EMD) : 1% of the total quoted amount

Last Date for submission of Tender : 13.10.2014 – 3 P.M.

Date of Tender opening : 13.10.2014 – 3.30 P.M.

Cost of Tender document: Rs. 500 + 4% (VAT)

**SIGNATURE OF ISSUING OFFICER**

**SIGNATURE OF THE TENDERER**



**NATIONAL COIR RESEARCH &  
MANAGEMENT INSTITUTE (NCRMI)  
(A GOVT. OF KERALA UNDERTAKING)  
Kudappanakkunnu, Thiruvananthapuram - 695043**

**TENDER NOTICE**

TENDER NOTICE NO: NCRMI/R&D/RW/14

Dated: 30/09/2014

National Coir Research & Management Institute invites sealed tenders from competent and eligible Contractors/Construction firms for road construction using Coir Geotextile for Puthenvilapadi - Kolappara road in Vallikode Panchayath at Pathanamthitta District.

The details and specifications regarding the road construction are available with NCRMI office. The tender form may be purchased from the office of The Director, NCRMI at Kudappanakkunnu, Thiruvananthapuram on any working day between 10 AM and 5 PM from 30.09.2014 to 13.10.2014. The cost of tender document shall be paid by demand draft of Rs. 500 + 4% VAT from any nationalized bank drawn in favour of 'The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram', payable at Thiruvananthapuram.

The last date of submission of tender shall be 13.10.2014 at 3.00 PM and the tenders shall be opened at 3.30 PM on 13.10.2014. Tenderers or their authorized representatives may, if desired, be present when the tenders are opened. The EMD of the Tender is 1% of the quoted amount and the selected contractor will be required to deposit an amount equal to 5% of the total amount as security in name of undersigned.

The Director, NCRMI reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.

Director  
NCRMI

**UNDERTAKING**

To  
The Director  
National Coir Research & Management Institute  
Kudappanakkunnu P. O.  
Thiruvananthapuram – 43

Sir,

***Sub: Construction of road using coir geotextile – reg.***

*Ref: Tender notice no: NCRMI/R&D/RW/14 dated 30/09/2014*

Dear Sir,

In response to the tender invited by you, I/We have examined the general conditions and other terms and conditions of the contract and I/We agree to abide by all instructions in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/We further agree to sign and execute all agreements/bonds as may be required by NCRMI to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications, failing which, I/We shall have no objection for the forfeiture of the earnest money/security money deposited with the company.

\*I/We, am/are remitting/have separately remitted 1% of the total quoted amount as earnest money deposit.

Yours faithfully,

(Signature) .....

(Address) .....

.....

Date :.....

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\* To be scored off in cases where no earnest money deposit is furnished.

## CHAPTER - I

### INTRODUCTION

NCRMI an organization spearheading various R & D projects in the traditional segment of Coir was established in 1994, under the name C-DOCT to cater the varied needs of coir sector of Kerala. It is registered under the Travancore-Cochin Literary Scientific and Charitable Societies Act 1956. NCRMI have been conducting studies for the development of new coir technologies in collaboration with similar research organizations across the country and even at the International level.

Coir Geotextile has wide scope in erosion control and other civil engineering applications. The use of geotextile in road construction is emerging as a new field. The specification, materials, general conditions of contract to be used in road construction using geotextile is narrated in detail in this contract.

1. Sealed tenders in prescribed format are invited from the experienced Contractors/reputed agencies for construction of road using coir geotextile at Vallikode Panchayath in Pathanamthitta District.

#### **2. General Description of Scope of work**

Construction of black topped road using coir geotextile according to the specifications and as per tender schedule at Puthenvillapadi - Kollappara road, Vallikode Panchayath in Pathanamthitta District.

3. **Tender Submission:** Non transferable tender documents can be obtained from the office of The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram from 10 A. M. to 5 P. M. on any working day from 30/09/2014 to 13/10/2014 on payment of Rs. 520/- (Rupees Five Hundred Twenty only) per unit which is inclusive of VAT @ 4%. The cost of tender document shall be paid by demand draft of Rs. 520/- from any nationalized bank drawn in favour of 'The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram', payable at Thiruvananthapuram.

3.1. Tenders in the prescribed format complete in all respects accompanied with earnest

money of 1% of the total quoted amount in the form of Bank draft/DD drawn on any nationalized/scheduled bank in favour of “The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram” payable at Thiruvananthapuram or producing the security deposit receipt by depositing equal amount in a nationalized/scheduled bank repayable according to the disposal of Director, NCRMI should reach the office of the Director, NCRMI on or before 13.10.2014, 3 P.M.

4. The Institute shall not be liable for any delay in submission of the tender documents due to postal delay and no extension of date for tender submission/tender opening shall be given for this reason.
5. The Institute reserves the right not to accept the lowest offer. The Institute also reserves the right to cancel the tender and in such an event no claim of any tenderer for such a decision by the company shall be entertained.
6. The validity of the offer shall be for 30 days from the date of opening of the tender.
7. **Bidders** are required to give an undertaking that they will abide by all the terms & conditions of the tender document as per format given in annexure - I.
8. The expected date of commencement of work will be within 10 days from the date of issue of L.O./Agreement.

DIRECTOR

## CHAPTER - II

### **1. SCOPE OF WORK**

Coir which is the natural fibre of gods own country, has a wide potential in application areas like erosion control, pavement construction etc. Coir geotextile can be effectively used for road construction. Kerala being a region composed of a large network of interconnected rural and urban roads, the development of coir geotextile to perform the functions of drainage, reinforcement, separation in pavements will open opportunities in this field.

1.1. **Clearing and leveling** the site for the construction of road including earth filling for undulated portions as per drawing. 2.5% camber is to be provided in sub grade.

1.2. **Excavation in Soil** for drain ditch by Manual Means. Excavation as required for drain ditch in soil using manual means. Drain ditch has to be provided on one side of the road.

#### **1.3. Base Course**

For metalling the roadway, 100 mm spread thickness compacted to 75 mm using 60 mm broken stone bed rolling, spreading broken stones to template, rolling dry to compaction from side to centre until the movement of broken stone cease, watering profusely and rolling until the fines cream up and fill the voids of the stones, then spreading the gravelling earth & sweeping into the joints, watering & rerolling until the gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take off the roller & allow to set to harden for 24 hrs and rerolling next day until any deformity is rectified, including fencing, lighting, watching & maintaining the surface free of ruts for 15 days after completion. The drain ditch must also be filled with 40 mm broken stones.

#### **1.4. Sub-Base Course**

For metalling the roadway, 100 mm spread thickness compacted to 75 mm using 36 mm broken stone bed rolling, spreading broken stones to template, rolling dry to compaction from side to centre until the movement of broken stone cease, watering profusely and rolling until the fines cream up and fill the voids of the stones, then spreading the gravelling earth & sweeping into the joints, watering & rerolling until the

gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take off the roller & allow to set to harden for 24 hrs and rerolling next day until any deformity is rectified, including fencing, lighting, watching & maintaining the surface free of ruts for 15 days after completion. The drain ditch must also be filled with 40 mm broken stones.

**1.5. Coir Geotextile** –The layer of coir geotextile is to be laid above the sub-grade as per the drawing. Coir geotextile in rolls will be supplied by NCRMI whereas the cutting and laying of geotextile has to be done by the contractor.

#### **1.6. Prime coat**

Two layers 20 mm premixed carpet is to be provided over the second layer of coir geotextile using 12 mm broken stone after spraying the bitumen over the coir geotextile, rolling to dense surface. The total usage of bitumen should not be less than 29.1 kg/10m<sup>2</sup>.

#### **1.7. Surface Dressing/carpeting**

Providing premixed heavy seal coat using 6 mm hard blue granite broken stone premixed with bitumen at 8.64 kg/10m<sup>2</sup>.

### **2. GUARANTEE**

Guarantee shall be for a period of minimum one year from the date of issue of final acceptance/commissioning certificate of the road. Successful tenderer will have to maintain the road for one year from the date of commissioning. If any defect is detected by the concern authority, the contractors shall make rectification of such defects during the maintenance period of twelve months from the date of completion of work. All such work shall be carried out by the contractors at his own expenses. If the contractor shall fail to do any such work, NCRMI shall be entitled to carry out such work by own workmen or by other contractors and the cost thereof deducted from contractor security deposit.

### **3. CONTRACT PERIOD**

For 30 days from the date of awarding the job. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management of

NCRMI that the delay is beyond the control of the agency/tenderer.

#### **4. EARNEST MONEY DEPOSIT**

Each Tenderer must be accompanied with the non interest bearing Earnest Money Deposit of 1% of the total quoted amount by DD/Bank draft drawn on any Nationalised Bank in favour of “The Director, National Coir Research & Management Institute, Thiruvananthapuram.” or producing the security deposit receipt by depositing equal amount in a nationalized/scheduled bank repayable according to the disposal of Director, NCRMI payable at Thiruvananthapuram.

Note: - Earnest money of the unsuccessful bidder will be refunded after award of the contract.

#### **5. INSTRUCTION TO TENDERERS**

- 5.1. Tender must be submitted in sealed envelope marking the name of work as mentioned in the tender notice and addressed to The Director, National Coir Research & Management Institute, Thiruvananthapuram - 695043 on or before the time mentioned in the tender notice. The Tenders will be opened soon after on the same day and rates read out in presence of the Tenderers or other representatives present.
- 5.2. Tenders sealed and super scribed as above may also be sent by hand only. A tender which is received after the time and date specified above, is liable to rejection. Institute is not responsible for any loss of Tender or late receipt of tenders.
- 5.3. Any tender delivered or sent otherwise will be at the risk of the Tenderers.
- 5.4. Tender form containing ‘over written’ or ‘erased’ rate or rates and amount not shown in figures and words in English will be liable to rejection.
- 5.5. Tender quoting rates on units different from those prescribed in the tender schedules will be liable to rejection. Tenders not received in the prescribed form as specified therein and without earnest money at the time of opening will be summarily rejected.
- 5.6. Any request from the Tenderer in respect of additions alterations, modifications, etc of either terms or conditions or rates of his tender after opening of the tender may



lead to rejection of his tender. If the Tenderer, withdraws his tender after opening of the tender but before the expiry of the validity period of the tender, the earnest money shall be liable to be forfeited.

5.7. The successful tenderer shall make his own arrangement for all materials except the coir geotextile as specified in the contract.

5.8. By submitting a tender for the work a Tender will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Tender will be adequate to complete such work according to the specifications and condition attached thereto and he has taken into account all condition and difficulties that may be encountered during its process and to have quoted labour and material rates which shall include cost of material with taxes, outcry, land other duties, lead, lift, loading and unloading freight for materials and all other charges necessary for the completion of the work, to the entire satisfaction of the engineer.

5.9. Tenderers must also submit with the Tender copies of testimonials with regarded to their experience and satisfy NCRMI authorities on the following points if and when called upon to do so

- (i) His position as an independent contractor or as the properly accredited agent of a responsible firm, in proof of which he must produce the requisite registered Power of Attorney and the expressed authority from the same firm to act as its agent.
- (ii) His ability, to supervise his work personally or in the event of ill-health or authorised absence there from to employ a competent and responsible agent who is to be specially named and approved beforehand.

5.10. The following particulars must also accompany the tender.

- (a) Details of works of similar type and magnitude carried out by the Tenderer. In the proforma shown in Appendix-I.
- (b) Details of constructions Plants and Equipment available with the tenderer, for use in this work in the Proforma shown in Appendix-II.

5.11. Acceptance of the Tender will be intimated to the successful Tenderer through a letter of intent. The contractor shall then be required to execute an agreement (as

shown in Annexure – II) within the time specified in the letter of intent. In the event of failure on the part of Contractor to sign the agreement within the specified time the amount of earnest money shall be forfeited and the acceptance of his tender shall be considered as withdrawn.

5.12. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or a special written authority from a duly authorised office of the employer.

5.13. No agreement is valid unless signed by the contractor or his duly authorised agent and by a competent person on behalf of the employer.

5.14. Canvassing in any form is strictly prohibited and the tenders submitted by the Tenderers, who resort to canvassing, will be liable to rejection.

5.15. The form of agreement, form of tender, invitation of tender, Instruction to Tenderers, General conditions of contract special conditions of contract specifications, Drawings and the rates and amount quoted against the items of the tender schedule together with letter of intent awarding the works shall form the contract, if there be any difference between the description in the specifications and drawing and the works items in the tender schedule, the works in the tender schedule shall prevail for determining the rate.

5.16. In case of abnormally low quoted rate, the Institute reserves the right to call justification from lowest tenderer. Further the contractor may have to submit an amount fixed by the Institute before of work in the form of Bank Guarantee/Demand Draft against performance guarantee.

## **6. ELIGIBILITY CONDITION**

In order to qualify in the bid of the tender, the tenderer must produce the following documentary evidence with the tender:

6.1. a) Registered Partnership deed in case of a partnership firm.

b) Memorandum of Article and Article of Association in case of a Joint stock company.

- c) Proprietorship certificate duly certified by a notary in a stamp paper in case of proprietorship firm is to be enclosed.
- 6.2. Copy of the Income Tax PAN and copy of income tax return for any one of the last three years i.e 2011-12, 2012-13 and 2013-14 signed by Chartered accountant is to be enclosed.
- 6.3. The agency must have service tax registration Number. Copy of service tax number is to be enclosed.
- 6.4. An under taking, in company /firm's letter head is required regarding that the party has not been debarred/blacklisted by any PSU and NCRMI at any point of time.
- 6.5. A declaration to be submitted that the bidder has carefully read all terms and conditions of the tender document and he is fully satisfied and accepted all terms and condition of the tender as per undertaking format attached as per (Annexure – I).
- 6.6. The tenderer before submission must sign each page of the tender schedule. Otherwise the tender will be treated as invalid.

*(Note: Submission of any forge document will attract legal action including rejection of tender or cancellation of contract at the risk and cost of the contractor if awarded.)*

## **CHAPTER - III**

### **GENERAL CONDITIONS**

#### **1. EARNEST MONEY:**

- 1.1. EMD other than in the form specified under Chapter II, clause 4 will not be accepted. No interest will be paid on EMD.
- 1.2. Tender without prescribed earnest money shall be rejected.
- 1.3. Earnest money shall be refunded to the unsuccessful bidders after the finalisation of the tender.

#### **2. SECURITY DEPOSIT (SD):**

5% of total contract price will have to be deposited towards security deposit in the form of Bank draft/DD drawn on any nationalized/scheduled bank in favour of “The Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram” payable at Thiruvananthapuram or producing the security deposit receipt by depositing equal amount in a nationalized/scheduled bank repayable according to the disposal of Director, NCRMI. The security deposit will be returned on demand after 12 months from completion of the job in all respect and successful handover of the said work and production of clearance certificate and submission of no claim certificate.

#### **3. SUBMISSION OF TENDER:**

The Tender shall be submitted in sealed cover super scribing for which the tender is submitted, name and address of the tenderer to the Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram on or before 3 P.M. of 13.10.2014.

#### **4. OPENING OF TENDER:**

The tender shall be opened on 13.10.2014 at 3.30 P.M. in the office of the Director, National Coir Research & Management Institute, Kudappanakkunnu, Thiruvananthapuram in the presence of the tenderers or their accredited representatives.

## **5. PENALTY, WAIVAL & TERMINATION:**

If the tenderer has not commenced the work from the date as mentioned in the agreement/work order, the EMD/security deposit deposited for the work shall be forfeited. If the work is commenced but not completed then penalty shall be imposed @ Rs. 1,000 per day of delay. If the delay is found to be for reasons which are beyond the control of the tenderer, the penalty can be waived by the competent authority of NCRMI on receipt of request from tenderer. The competent authority if convinced can extend the period of contract for such period as found reasonable and thereafter may terminate the contract. In case of termination of the contract EMD/security deposit shall be forfeited. However, the payment of the bill for the work already completed shall be made to the tenderer by NCRMI after due examination.

## **6. EXPECTATION FROM THE TENDERER:**

Tenderers, along with tender, shall submit the following documents duly attested by a Gazetted Officer.

Details and documents regarding financial status of the firm like latest Profit and Loss account, Balance Sheet, Auditor's Report etc. for last three completed years along with Banker's Certificate regarding financial stability to undertake the tendered work. Banker's Certificate should be specific and clearly outlining the limits of overdrafts. Bank Guarantees etc. being enjoyed by the Tenderers.

## **7. AWARD OF CONTRACT**

7.1. The Institute reserves the right to accept or reject any or all tenders or distributes the work amongst different tenderers without assigning any reason thereof.

7.2. Award of contract shall be made at the absolute discretion of NCRMI. The Institute reserves the right to reject any part or whole of the tender without assigning any reason whatsoever. For such cancellation the tenderer shall not be entitled to claim any cost, charges, expenses incidental to or incurred by him through or in connection with the preparation and submission without assigning any reason whatsoever.

7.3. NCRMI also reserves the right not to accept the lowest offer and to divide the work

to more than one party/parties.

7.4. NCRMI shall not be liable for any delay in receipt of the tender document by the Tenderers due to postal delay and no extension of time to the date of tender opening shall be given for this reason.

## **8. SIGNING OF AGREEMENT AND EXECUTION OF WORK**

8.1. The successful bidder is expected to appear in the office of NCRMI to sign the contract agreement within 5 days and start the work within 10 days from the date of issuance of LOI. In case the tenderer is declined to sign the agreement or to take up the work within stipulated time, in such eventuality will have any such claim.

8.2. In case the tenderer declines to take up the work, NCRMI reserves the right to terminate the contract and forfeit the earnest money/security deposit of the contractors in such eventually, the tenderer have no claim for the cost he/they might have incurred for taking the work and the cost of the work he/they have done by that time and the work may be rescinded.

## **9. OBLIGATION OF THE CONTRACTOR:**

9.1. The contractor shall be solely responsible for deductions and maintenance of record regarding Provident Fund, Pension Scheme, Deposit Link Insurance Fund in respect of contractors/employees employed by him in connection with the work mentioned in the description of work of this contract documents as required under Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Rules and Regulations made there under. The contributions to Provident Fund at the prescribed rate alongwith other contributions and charges have to be duly made as provided for in the said Act. The said contributions (both employer's and employees) along with other charges shall be deposited within the prescribed time to the Regional Provident Fund Commissioner. In case the contractor fails to comply with the above, the Institute reserves the right to arrange for the same and the entire amount shall be recovered from the bills/security deposit of the contractor(s) or otherwise.

## **10. RESPONSIBILITIES OF THE TENDERER/AGENCY/CONTRACTOR:**

10.1. The work order is to be accepted by the tenderer within 3 days of communication

of the same.

- 10.2. The tenderer will commence and complete the work as stipulated in the tender document.
- 10.3. The tenderer is to ask for necessary documents/records from NCRMI within 5(five) days of acceptance of the work order for carrying out the work.
- 10.4. The agency shall have to make his own arrangements for travelling, boarding, lodging etc to the site.
- 10.5. All the corrections/compliances on deficiency pointed out by the NCRMI during the preparation of the project should be duly complied by the contractor within the stipulated time.
- 10.6. The liaison required for the purpose should be exclusively done by the contractor/agency.
- 10.7. All other Expenditure incidental to such processing to be born by the agency including statutory payments.
- 10.8. The job cannot be sublet in part or in whole without the written consent of the Director, NCRMI.
- 10.9. Tenderer will comply the direction of The Director, NCRMI or his authorised representative from time to time.
- 10.10. All security arrangement for the materials to be utilised in the project shall be done by the contractor up to commissioning and handing over the Road.

#### **11. SPECIAL CONDITIONS:**

The Tenderer shall get fully informed/apprised himself of all local conditions and factors which may have any effect on execution of work covered under the tender document and specification, NCRMI shall not entertain any request for clarification from the tenderer regarding such local conditions after award of the contract. It must be understood and agreed that such factors have been properly investigated and considered while submitting the tender. No claim for financial adjustment to the contract or may be entertained by NCRMI on this account. Neither any change in the time schedule of the

contract nor any financial adjustment shall be permitted by NCRMI which are based on the lack of clear information.

## **12. PERIOD OF CONTRACT**

30 days from the date of awarding the job. No extension of time period shall be entertained without sufficient justification to the satisfaction of the management (NCRMI) that the delay is beyond the control of the contractor/agency.

## **13. MEASUREMENT**

13.1. The quantities set out in the Scheduled of items are the estimated quantities of the works but they are not to be taken as the actual & correct quantities of the works to be executed by the contractors in fulfillment of his obligation under the contract.

13.2. The Engineer shall expect as otherwise stated ascertain & determine by measurement the value of work done in accordance with the contract. He shall when he required any part or parts of the works to be measured give notice to the contractor who shall forthwith attend or send a qualified agent to assist the Engineer or the Engineer's representative in seeking such measurement & shall furnish all particulars required by either of them. Should the contractor not attend or neglect or omit to send such agent then the measurement made by the Engineer or approved by him shall be taken to be correct measurement of the works.

## **14. SUBMISSION OF BILLS**

The tenderer will submit the bills in the tenure of contract. The bill will be submitted in the office of The Director, NCRMI in duplicate. The work done shall be verified and certified by officer authorized by the Director. The bill shall be approved by the Director as per terms of work order or statutory requirements shall be made. Payment shall be made as per payment schedule within 30 days of submission of bills. Any variation in Royalty, imposition of new taxes, levies, duties, etc after the date of awarding the work order shall be to the account of NCRMI.

## **15. PAYMENT CONDITIONS**

Bills as per clause no-14 of Chapter- III depending on the work will be submitted.



Bills/bill will be verified by the officer authorized by the Director through the quality and volume of the work executed. The final payment will be made on completion of all the work and fulfillment of contractor liabilities.

## **16. TAX DEDUCTED AT SOURCES**

Income Tax and other taxes including surcharge and cess as applicable shall be deducted at source at the rate prescribed in the Income Tax act and/or other Act from the gross value of each bill.

## **17. ESCALATION**

No escalation in any form will be entertained during the tenure of the contract.

## **18. OTHER CONDITIONS**

18.1. The rate quoted in the tender should be in word and figure and unit in words for price.

18.2. The contractor will supply all the materials, labours, tools and implements required for above construction, except coir geotextile.

18.3. Income Tax will be deducted as per respective Acts.

18.4. All legal liabilities/statutory payments connected with the above work should be borne by the contractor.

18.5. All statutory requirements to be maintained by contractor as applicable for the working in the mines.

18.6. The contractor strictly in accordance with the specifications and work order should execute the work.

18.7. In case the material or work is not up to the specification, the management reserves the right to terminate the contract or deduct the cost thereof.

18.8. The payment will be made after measurement of the work on its completion/part of completion by the authorized officer of NCRMI.

18.9. The material to be supplied by the contractor shall be as per IS specification. All the

materials needed for the work must be approved by the Engineer and brought to the site in bulk.

18.10. If any work either in temporary or permanent nature or necessary to complete the work in all respect but not mentioned in the tender shall have to be done without extra cost.

18.11. The contractor shall take licence under the contract labour (Regulation & Abolition) Act 1970, if required under said Act.

18.12. The successful tenderer shall depute an authorized technical representative to supervise and guide the construction work on day to day basis and report to authorized officer of NCRMI.

## **19. RISK PURCHASE**

In the event of failure to fulfill the contract terms for execution of work as per letter of intent/contract, the Institute reserves the right to make the contractual obligations carried out by alternative arrangement and the Institute shall recover from the tenderer any additional cost involved therein. The EMD of the agency shall be liable to be forfeited in case of failure to complete the job within stipulated period or within such extended period approved by the management.

## **20. ARBITRATION**

Any dispute of difference under or arising out of or in respect of the agreement/work order shall be referred to the sole arbitrator to be appointed by NCRMI and the decision of the sole arbitrator on the matter in dispute shall be final and binding on the contractor and the Institute.

## **21. MODIFICATION OF CONTRACT**

No modification and alteration of the contract/agreement is allowed during the currency of the contract. However difficulties, if any, experienced while implementing /execution of the contract, the same can be addressed with the approval of the Director, NCRMI.

## **22. FORCE MAJEURE CLAUSE**

Time being the most important feature of the contract if either party is prevented from the performance of its obligations in whole or in part for reasons of force majeure viz acts of God, acts of Government, acts of public enemy, war, hostility, civil commotion, sabotages, fire, floods, explosions, epidemics, lawful strikes, lockouts or statutory action or any cause of whatever nature or description beyond the control then provide notice of happenings of any such eventuality is given by the affected party to the other party within 15 days from the date of occurrence and cessation of the force majeure the period of force majeure shall be excluded from the time specified for fulfillment of obligations of the party prevented by force majeure. If any of the events specified in this clause lasts for a continuous period of less than 7 days, such events shall not be construed to be force majeure events. Neither party can claim any compensation from the other party because of force majeure events.

Director

**NATIONAL COIR RESEARCH & MANAGEMENT INSTITUTE**  
**[A GOVT. OF KERALA UNDERTAKING]**  
**Kudappanakkunnu P. O., Thiruvananthapuram - 695043**

**PART-1**

<b>TENDER NOTICE NO: NCRMI/R&amp;D/RW/14</b>		<b>Dated : 30/09/2014</b>
<b>Sub:</b> Construction of road using coir geotextile		
<b>SL. NO.</b>	<b>PARTICULARS</b>	<b>INFORMATION BY BIDDER</b>
01	Name of the bidder	
02	Address of the bidder	
03	Phone number	
04	Mobile number	
05	FAX number	
06	Status of the bidder [sole proprietorship/Partnership/company- private limited or Public limited] The tenderer shall enclose Affidavit from a Notary in a stamp paper in case of sole proprietorship / Partnership deed in case of Partnership firm/MOA & AOA in case of company, as applicable)	
07	Date of commencement of the job	
08	Date of completion of the job	
09	Whether experience certificate is enclosed (Work order must be enclosed)	

10	Whether the agency has submitted copy of PAN and copy of income tax return for any one of the last three years i.e 2011-12, 2012-13 and 2013-14.	
11	Whether the agency has service tax registration Number. Copy to be enclosed	
12	Whether photo copy Sales tax clearance certificate attached	

**[13] CERTIFICATES TO BE GIVEN BY THE TENDERER**

In response to the tender invited by you vide Tender Notice No:- NCRMI/R&D/RW/14 dated: 30/09/2014, I/We examined the general conditions and other terms and conditions of the contract. I/We agree to abide by all instructions in these documents attached here to and hereby bind myself/ourselves to execute the work as per schedule stipulated in the tender notice. Certified that above mentioned particulars are correct and true to the best of my/our knowledge. In case any statement made above is found not correct my/our tender may be rejected by NCRMI. I/we also certify that I/We have visited the site and got myself/ourselves acquainted with local conditions. My/Our price bid is based on the basis of our full understanding about the job. It is to confirm that our offer shall be valid for 30 days from the date of opening of the tender. I/We also authorise the Institute to forfeit my earnest money and security deposit in case I/We fail to execute the job if my/our tender is accepted.

**SIGNATURE OF THE TENDERER WITH SEAL**

**PART-II**  
**PRICE BID - I**

TENDER NOTICE NO: NCRMI/R&D/RW/14

Dated: 30/09/2014

**Schedule of items for the construction of Puthenvilapadi - Kolappara road (522 m long)**

Sl. No.	Description of work	Quantity	Rate in Rupees	Cost in Rupees	Cost in words
1	<b>Clearing and levelling</b> the site for the construction of road (522 m x 3.65 m) including earth filling for undulated portions. 2.5% camber is to be provided in subgrade.	381 m <sup>3</sup>			
2	<b>Excavation in Soil</b> for drain ditch by Manual Means. Excavation as required for drain ditch in soil using manual means. Drain ditch size 522 m x 0.5 m x 0.45 m	117 m <sup>3</sup>			
3	a) Supply of 60 mm broken stone for metalling the roadway.  b) Supply of 60 mm broken stone for filling drain ditch including labour charges.  c) Metalling the roadway, 100 mm spread thickness compacted to 75 mm using 60 mm broken stone bed rolling, spreading broken stones to template, rolling dry to compaction from side to centre until the movement of broken stone cease, watering profusely and rolling until the fines cream up and fill the voids of the stones, then spreading the gravelling earth & sweeping into the joints, watering & rerolling until the gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take	167 m <sup>3</sup>  117 m <sup>3</sup>  1670 m <sup>2</sup>			

	<p>off the roller &amp; allow to set to harden for 24 hrs and rerolling next day until the gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take off the roller &amp; allow to set to harden for 24 hrs and rerolling next day until any deformity is rectified, including fencing, lighting, watching &amp; maintaining the surface free of ruts for 15 days after completion.</p>				
4	<p>(a) Supply of 36 mm broken stone for second layer of metalling the road way.</p> <p>(b) Metalling the roadway, 100 mm spread thickness compacted to 75 mm using 36 mm broken stone bed rolling, spreading broken stones to template, rolling dry to compaction from side to centre until the movement of broken stone cease, watering profusely and rolling until the fines cream up and fill the voids of the stones, then spreading the gravelling earth &amp; sweeping into the joints, watering &amp; rerolling until the gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take off the roller &amp; allow to set to harden for 24 hrs and rerolling next day until the gravelling earth has worked into whole the crevices and only a thin coat of slurry remains, then take off the roller &amp; allow to set to harden for 24 hrs and rerolling next day until any deformity is rectified, including fencing, lighting, watching &amp; maintaining the surface free of ruts for</p>	<p>167 m<sup>3</sup></p> <p>1670 m<sup>2</sup></p>			

	15 days after completion.				
5	<b>Coir Geotextile</b> (To be supplied by NCRMI at site) – The coir geotextile is to be laid above the sub-grade as per the drawing.  (a) Cutting of coir geotextile  (b) Laying of coir geotextile	3014 m <sup>2</sup>  3014 m <sup>2</sup>			
6	<b>Prime coat</b> a) Supply of 12 mm metal for 20 mm premixed carpet  b) Providing 20 mm premixed chipping carpet over the 3.2m width metalling area (Total usage of bitumen should not be less than 29.1 kg/10m <sup>2</sup> )	53.45 m <sup>3</sup>  1670 m <sup>2</sup>			
7	<b>Surface Dressing/carpeting</b> a) Supply of 6mm metal for seal coat  b) Providing premixed heavy seal coat using 6 mm hard blue granite broken stone premixed with bitumen at 8.64 kg/10m <sup>2</sup>	15.03 m <sup>3</sup>  1670 m <sup>2</sup>			
<b>Grand Total</b>					

(Rupees.....only)

Note: Rate will be inclusive of all royalty, taxes, duties, statutory fees, laboratory testing and site testing of soil and other items etc complete.

Signature of the bidder with seal



**APPENDIX-I**

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Tenderers must fill in the under noted table:

<b>Sl. No.</b>	<b>Full particulars of similar works carried out by the tenderer</b>	<b>Value of work</b>	<b>Name &amp; address of authorities for whom work was carried out.</b>

N.B: A separate sheet may, if required, be used for giving the details in the Performa mentioned above. The sheet shall be duly signed and stitched to the tender.

.....  
Signature of tenderer with seal

**APPENDIX - II**

=====

Scheduled of plant and Construction Equipment with details of each to be employed by the tender for the contract

<b>Sl. No.</b>	<b>Description of construction equipment / plant</b>	<b>Numbers</b>

N. B: A separate sheet may, if required, be used for giving the details in the Performa mentioned above. The sheet shall be duly signed and stitched to the tender.

-----  
Signature of tenderer with seal

Thiruvananthapuram

13.10.2014

**ANNEXURE - II**

**AGREEMENT**

Articles of agreement executed on this the ..... day of .....  
..... between the Director, National Coir Research and  
Management Institute (hereinafter referred to as “Director, NCRMI”) on the one part

and

Shri..... (H.E name  
and address of the tenderer) (herein after referred to as “the bounden” on the other part.

WHEREAS in response to the notification No. .... dated .....  
bounden has submitted to the Institute a tender for the ..... specified  
therein subject to the terms and conditions contained in the said tender;

WHEREAS the bounden has also deposited with the Institute a sum of Rs..... as  
security deposit for the execution of an agreement undertaking the due fulfillment of the  
contract in case his tender is accepted by the Institute.

NOW THESE PRESENTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Institute and the contract for ..... is awarded to the bounden, the bounder shall within ..... days of acceptance of his tender, execute an agreement with the Institute incorporating all the terms and conditions under which the Institute accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract the Institute shall have power and authority to recover from

the bounden any loss or damage caused to the Institute by such breach as may be determined by the Institute by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

3. All sums found due to the Institute under by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner the Institute may deem fit.

In witness whereof Shri. .... (H.E. name and designation) for and on behalf of National Coir Research and Management Institute and Shri ..... the bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. .... (date) .....

in the presence of witnesses:

1. ....

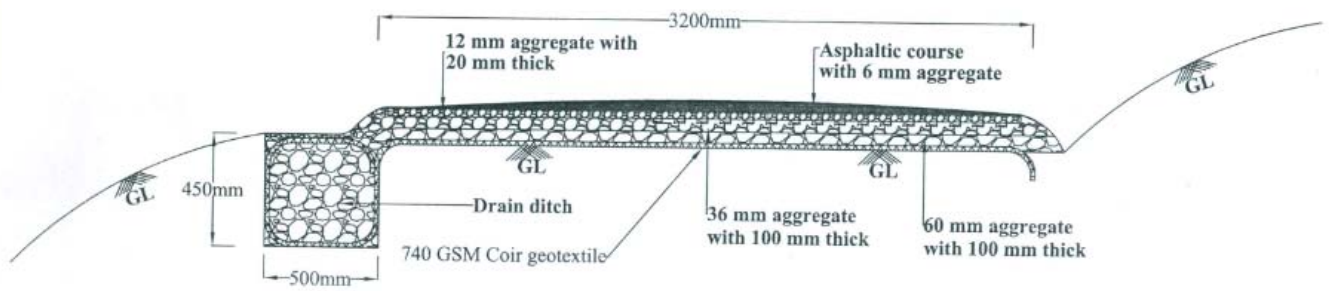
2. ....

Signed by Shri ..... (date) .....

in the presence of witnesses:

1. ....

2.....



**Cross sectional view of road**