SHORT TENDER NOTICE FOR ERECTION OF CHAINLINK FENCE AROUND COUPE IN MANALODAI DIVISION OF ARASU RUBBER CORPORATION LIMITED.

**Table – A**

<table>
<thead>
<tr>
<th></th>
<th>Tender for</th>
<th>Tender for erection of Chainlink fence around Coupe in Manalodai Division of Arasu Rubber Corporation Limited.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>E.M.D</td>
<td>As indicated in the Annexure -1</td>
</tr>
<tr>
<td>3.</td>
<td>Cost of Tender Schedule</td>
<td>As indicated in the Annexure -1</td>
</tr>
<tr>
<td>4.</td>
<td>Date from which tender schedule to be issued</td>
<td>From 17.08.2020 to 26.08.2020</td>
</tr>
<tr>
<td>5.</td>
<td>Last date and time for issued of tender</td>
<td>26.08.2020 upto 5.30 P.M.</td>
</tr>
<tr>
<td>6.</td>
<td>Last date and time for submission of tender</td>
<td>27.08.2020 upto 11.00 A.M.</td>
</tr>
<tr>
<td>7.</td>
<td>Time, date and place of opening of tender</td>
<td>27.08.2020 at 11.30 A.M. onwards Divisional Manager’s Office, Manalodai, Perunchani.</td>
</tr>
<tr>
<td>8.</td>
<td>Details of Coupe</td>
<td>As indicated in the Annexure -1</td>
</tr>
</tbody>
</table>

**TENDER TERMS & CONDITIONS**

Sealed tenders are invited from the Registered Contractors of Arasu Rubber Corporation Limited for erection of Chain Link Fence around Coupe in Manalodai Division of Arasu Rubber Corporation Limited as shown in the Annexure -1. The Earnest Money Deposit for the Tender is as shown in the Annexure-1. (Payable through a Demand Draft drawn in favour of Divisional Manager, Arasu Rubber Corporation Limited payable at Canara Bank at Ponmanai). If the date of Tender happens to be a holiday due to unforeseen reasons, the Tender shall be received and opened on the succeeding working day at the time and place fixed. If on account of unavoidable circumstances the tender could not be conducted, another date will be given for conducting the tender. Registered contractors of Arasu Rubber Corporation Limited who have submitted tender documents on or before the due date and time as per this tender notice condition will be allowed to participate in the tender. On account of such delayed tender, the Corporation will not be responsible for payment of any interest on the E.M.D enclosed along with the tender schedule and no such claim will be entertained by the Corporation.
2) Contractors entering into litigation on any contract made by them shall not be allowed to participate in any succeeding tenders of Arasu Rubber Corporation Limited, until the litigation is settled.

3) The tender schedule can be obtained from Divisional Office in person. Tender will be opened by the Divisional Manager, Manalodai Division or any Officer authorized by the Divisional Manager in the presence of tenderers.

4) Separate tender should be submitted for each Bit/Coupe as per tender notification schedule in Annexure -1 along with E.M.D in separate tender schedule. The cost of tender schedule will not be refunded at any cause.

5) The Solvency certificate as per the Annexure -1 should be enclosed along with the Tender schedule. The solvency certificates should have been issued by the Tashildar at least six months within the date of Tender. If the Tender schedules are not attached with valid Solvency certificate the entire value as mentioned in Annexure -1 should be remitted in the form of Demand Draft drawn in favour of Divisional Manager, Manalodai, Arasu Rubber Corporation payable at Canara Bank, Ponmanai at the time of Tender. If a contractor has solvency for lesser value, the difference in amount may be remitted as Demand Draft drawn in favour of the Managing Director, Arasu Rubber Corporation Limited at the time of Tender. The tenderer who have neither produced the solvency to the extend given in the annexure nor remitted the difference amount by Demand Draft will not be allowed to participate in the Tender.

6) Tender offers submitted in any other mode other than as mentioned above will be rejected. All correction/additions/alterations in the tender schedule should be attested with full Signature. The address for communication should be mentioned clearly along with contact phone numbers, E.M.D. of unsuccessful tenderer will be returned immediately.

7) Participants who intend to tender on behalf of another firm/person should be a holder of duly executed specific Power of Attorney on a stamp of requisite value in his favour authorizing him to do so.

8) Tender submitted jointly by more than one person shall not be accepted unless such person/persons are members of a Registered Company or Firm, and the tender submitted is on behalf of such company-firm duly sealed with the stamp of that Company or firm.

9) Tenders from persons who are black listed, convicted or who are minors or who have failed to pay Government dues or who are insolvent will not be accepted. The Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited or the Officer authorized by him reserve absolute authority in accepting/rejecting any tenders.

10) If the contractor fails to start the work within 7 days from the date of execution of agreement as per the tender and agreement conditions and as per the conditions fixed by the Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited the contract will be cancelled and the E.M.D will be forfeited. Further, a retender will be conducted at the risk and responsibility of the defaulted contractor and the loss if any will have to be recovered from defaulted contractor. The Contractor shall not claim for the profit if any received on account of such retender by the Arasu Rubber Corporation Limited.

11) The Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited has the discretionary powers to relax any of the condition(s) in the interest of the Corporation. The Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited or the Officer authorized by him shall made decisions on allowing any contractor to participate in the tender either during or after the tender.
12) On receipt of intimation regarding the acceptance of the tender the successful tenderer should deposit and additional deposit equal 2% of the contract value less the Earnest Money Deposit already remitted along with the tender additional deposit should be remitted within 7 days from the date of receipt of intimation of acceptance of tender and to execute an agreement in sufficient stamp paper with Divisional Manager. The agreement will be valid for forty five days (45 days) from the date of execution of agreement. Failing which the amount of E.M.D. already deposited by him will be forfeited to the Arasu Rubber Corporation Limited.

13) The above 2% deposit of the contract value (E.M.D and further deposit) will be retained as Security Deposit after execution of agreement for the fulfillment of the condition of the contract. After the completion of the work 2½ out of 5% of the total value of work recovered from the contractor towards Guarantee fund will be retained for a period of two years/one year respectively for works costing above one lakh and below one lakh from the date of completion of the work in order to enable the Corporation to watch the work (the effect of all season on the work and the works carried out by the Contractor and structurally sold) and get all the defects noticed during the period rectified by the Contractor. After the period of two years this deposit will be released after obtaining an indemnity bond in a stamped paper to the value not less than Rs.100/- (Rupees one hundred only) from the Contractor for a further period of 3 (Three) years.

14) No compromise in quality of work/materials. Hence, every tender is expected before quoting his rates to inspect the site of the proposed work. The Tenderer should quote specific rates for each item in the schedule and the rate should be in rupees and praise per unit. The unit rate should be written both in words and figures legibly and should be free from erasures.

15) Any additional work that may be found necessary and it accordingly carried out under the same agreement and under proper written order shall be measured and valued by the Divisional Manager.

16) The Guarantee Fund of 5% on the value of the work will be executed shall be deducted from each bill and will be retained as deposit, 2.5% of this deposit will be refunded in completion of the work in all aspects check measure and energized. The Guarantee Fund and Security Deposit or any portion thereof may at the discretion of the Divisional Manager to forfeit to Arasu Rubber Corporation Limited for the non-fulfillment of any of the conditions of the contract by the Contractor.

17) The entire work should be completed within forty five days (45 days) from the date execution of agreement. The area should be handed over to Divisional Manager concerned in good condition after the fencing works are over in the Coupes. If the fencing work is not completed within the stipulated time and there is loss to the Corporation because of the delay in fencing work, the Managing Director/General Manager can recover the loss from the Contractor and levying an additional penalty to be recovered from the Contractor.

18) The Chainlink fence is erected to protect rubber plants. Hence, any delay on the part of the tenderer to erect Chain Link Fence beyond the time limit will not be accepted. Therefore, no extension of time beyond the Contract period shall be granted in the normal course
except under the circumstances that are proved to be beyond the control of the tenderer. The Divisional Manager may at his discretion, grant extension of time to a reasonable extent after satisfying himself about the bonafide circumstances with fine if necessary.

19) The quantity of work executed shall be measured and payment will be made. The Contractor/Tenderer shall pay the Income Tax/GST and any other levies for the value of work to the Corporation. After fulfilling the terms and conditions described in the tender for agreement and also after verifying the GST R-2A, the Corporation will settle final payment of total value of work done by the contractor including GST after deducting Income Tax wherever applicable. The Managing Director/General Manager/Divisional Manager or any officer authorized by him has the right to inspect the field under contract during the contract period.

20) The Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited has discretion to accept or reject received in the tender without citing any reason whatsoever. The tender may also be cancelled at any time before the issued of confirmation order by the Divisional Manager of Arasu Rubber Corporation Limited at his discretion without citing any reason(s).

21) During the contract period, the Corporation will not entertain any complaint of loss or damage on account of strike, flood, fire, earthquake, lightning, thunder, theft, pilferage or other natural calamities etc. to those for which order has been issued. The Corporation will not be liable for any compensation for loss or damage as stated above to contractors on the life and property of their workers at any time/place during execution of work. During the contract period and at the time of carrying out the work if any accident, damage, etc. happens to the workers, agent or anybody employed by the Contractor, the contractor, will be solely held responsible.

22) The successful tenderer should ensure that there should not be any loss or damage, theft pilferage etc. to the rubber plants or any other properties of Arasu Rubber Corporation (Road, Buildings and materials) in non-contracted areas under any circumstances if any complaint, theft, pilferage, etc. is proved, the entire contract will be cancelled and the EMD along with the remitted amount will be forfeited and in addition appropriate legal action will be initiated by Arasu Rubber Corporation Limited.

23) No permanent construction/roads should be erected/formed in the contracted area. Temporary sheds can be fixed by the contractor after obtaining necessary written permission from the Divisional Manager by paying required fee and this temporary sheds have to be removed by the Contractor at his expenses after the contract period is over.

24) The members of the contractor firm/company shall enter the plantation area possessing identity cards issued by the firm/company/the contractor himself and the contractor/firm/company is solely responsible for any of their actions during the contract period. Further, the contractor or persons authorized by him shall not enter is to any other area of Arasu Rubber Corporation Limited or reserve forest during the contract period. There should not be any obstruction from the contractors or their workmen's etc. for carrying out the normal duties of Arasu Rubber Corporation staff and workers. The contractor should furnish the names of his workers who will be engaged by him with their fathers or husband’s name with age and their permanent addresses to Arasu Rubber Corporation well in advance to prevent the entry of unauthorized persons into the area.

25) If the contractors disobey any of the instructions on this, the Managing Director/General Manager/Divisional Manager, Arasu Rubber Corporation Limited has the discretion to cancel the contract and to conduct retender at their risk in addition to the forfeiture of Security Deposit and value already paid.
26) The Corporation will not provide men or materials for the above said work. The tenderer should not employ any worker/Staff who are permanently employed by the Corporation.

27) The Court in Nagercoil alone will have jurisdiction to deal with the legal disputes pertaining to this contract.

28) The change in condition or introducing new conditions over and above the existing condition relevant to the tender will be informed to the tenderer at the time of opening tender or at the time of confirmation of work which they shall have to adhere to.

29) The Contractors are allowed to erect the Chain link fence around Coupe. Any other trees, viz., boundary trees, teak trees and trees of any other species should not be felled under any circumstances. If any such irregularities are noticed the contract will be terminated spontaneously without notice and further action will be proceeded as deemed fit.

30) The contractor should carry out the work in the earmarked areas. The tenderer shall take precautions not to damage or obstruct the telegraph, telephone or electric lines and posts during the contract period.

31) The Contractor hereby does bind himself to perform every duty and act expressed in the conditions of the tender notice. In the case of any act or omission on the part of the contractor, his employees and agent, which amount to a breach of the said conditions will result in termination of contract are successful tenderers shall have to pay on demand, by the Divisional Manager a penalty at the discretion of the Divisional Manager.

32) The contractor shall be present in the contract area during the currency of the contract. In case he is unable to be present he may appoint an agent approved by the Divisional Manager, concerned, Arasu Rubber Corporation Limited provided the contractor shall furnish a power of Attorney on a stamped paper of required value, in his favour to represent him on his behalf to do any act which he was undertaken to do under the terms of the agreement duly authorized by notary. He or his authorized agent shall remain present in the contract area throughout the contract period. Working in the contract area shall not be allowed in the absence of the contractor or his approved agent. The tenderers shall not be permitted to do any agricultural works during the contract period in the plantation area.

33) Should any dispute arise either in the working of the rubber plantations or with regard to the interpretations of the terms and conditions, the decision of the Managing Director, Arasu Rubber Corporation Limited, Nagercoil shall be final and binding on tenderer.

34) The Divisional Manager (or) any officer authorized by him will announce change if any, in the tender conditions at the time of tender, which cannot be questioned in any Court.

35) Registered Contractors participating in the tender is deemed to be evidence as agreeing to all the conditions in this tender notice.

36) The contractor should engage one Diploma holder in Civil Engineering or Retired Junior Engineer as Technical Assistant to supervise the work.

37) The tender notice can be downloaded in Tamilnadu Website in ID No. arc 172743.

38) Arasu Rubber Corporation Limited website www.arasurubber.tn.gov.in
## ANNEXURE – I

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Coupe No.</th>
<th>Bit No.</th>
<th>Length proposed (Rmnr.)</th>
<th>Approximate value of work including GST 12% (Rs.)</th>
<th>EMD (Rs.)</th>
<th>Solvency Amount (Rs.)</th>
<th>Cost of tender schedule + 18% GST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Manalodi Unit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>22</td>
<td>-</td>
<td>1728</td>
<td>918230</td>
<td>10000</td>
<td>370000</td>
<td>3000+540</td>
</tr>
<tr>
<td>2.</td>
<td>23B</td>
<td>-</td>
<td>1846</td>
<td>961413</td>
<td>10000</td>
<td>387000</td>
<td>3000+540</td>
</tr>
<tr>
<td>3.</td>
<td>23 Bit-I</td>
<td>-</td>
<td>950</td>
<td>509698</td>
<td>5500</td>
<td>205000</td>
<td>3000+540</td>
</tr>
<tr>
<td>4.</td>
<td>23 B-II</td>
<td>I</td>
<td>1484</td>
<td>784105</td>
<td>8000</td>
<td>320000</td>
<td>3000+540</td>
</tr>
<tr>
<td>5.</td>
<td>23B-II</td>
<td>II</td>
<td>1217</td>
<td>645010</td>
<td>6500</td>
<td>259000</td>
<td>3000+540</td>
</tr>
</tbody>
</table>

For Arasu Rubber Corporation Limited,

Divisional Manager,
Manalodi Division.

To
All Registered Contractors, Arasu Rubber Corporation Limited.

**Copy submitted to:**

1. The Principal Secretary to Government, Environment and Forests Department, Chennai-9.
2. The Principal Chief Conservator of Forests & Head of Forest Force, Chennai -15.

**Copy to:**

1. The Chief Conservator of Forests, Tirunelveli Circle, Tirunelveli.
2. The District Collector, Kanyakumari District, Nagercoil.
3. The District Forest Officer & Wild Life Warden, Kanyakumari Division, Nagercoil.
4. All Divisional Managers and Rubber Maker, Keeriparai Factory to display in their Notice Board for wide publicity.