



IT EXPRESSWAY LIMITED (ITEL)

(A Special Purpose Vehicle)

“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”

BID DOCUMENT

| | | |
|-------------|---|------------------------------------|
| Section I | : | Instructions to Bidders |
| Section II | : | Forms of Bid & Forms of Securities |
| Section III | : | Conditions of Contract |
| Section IV | : | Contract Data |
| Section V | : | Bill of Quantities |
| Section VI | : | Technical Specifications |

September, 2014

ITEL

**IT Expressway Limited
No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800
Fax : 91-44-2493 3800**

IT EXPRESSWAY LIMITED (ITEL)

(A Special Purpose Vehicle)

“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”

Schedule of Bidding Process

| | |
|--|---|
| Period of Issue of Tender Document | 10th September, 2014 to 24th September, 2014 |
| Bid Document Price | Rs.9,000/- DD in Favour of M/s IT Expressway Limited (ITEL) for each package payable at Chennai |
| Earnest Money Deposit (EMD) / Bid Security | Rs.33,000/- DD in Favour of M/s IT Expressway Limited (ITEL) for each package payable at Chennai |
| Last Date and Time for Receipt of Bids | 26th September, 2014 at 15.00 Hrs |
| Bid Opening date and time | 26th September, 2014 at 15.30 Hrs |

IT EXPRESSWAY LIMITED (ITEL)

(A Special Purpose Vehicle)

“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”

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IT EXPRESSWAY LTD.

INVITATION FOR BIDS

Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages

Bids are invited by **M/s. IT Expressway Ltd. (ITEL)** for implementation of the following works in **Rajiv Gandhi Salai (IT Corridor), Chennai, Tamil Nadu.**

| Description of Works | Indicative value of work | | EMD / Bid Security Value (Rs) | Period of Completion |
|--|--------------------------|-------------|-------------------------------|----------------------|
| | Package | Amount (Rs) | | |
| Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages | I | 32.90 Lakhs | 33,000/- | 12 Months |
| | II | 32.10 Lakhs | 33,000/- | 12 Months |

Bid document can be obtained between **10.00 hrs and 17.00 hrs** on all working days from **10th September, 2014 to 24th September, 2014** at the address for communication mentioned below on payment of Non-Refundable fee of **Rs.9,000/- (Rupees Nine Thousand Only)** for each package by way of a crossed Demand Draft drawn in favour of **M/s.IT Expressway Ltd.** payable on any scheduled bank in **Chennai**. Alternatively, the Bid document can also be downloaded from www.tnrdc.com and in such cases, the bidders will be required to pay the Non-Refundable fee as mentioned above, at the time of submission of Bids. The proposals shall be submitted through **Single Cover System (Technical and Financial Proposals in the same envelope for each package)**

Sealed proposals should reach at the following address not later than **15.00 hrs on 26th September, 2014**

Address for communication

**Chief General Manager
IT Expressway Ltd.,**

No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028

Phone: 91-44-2495 2800 / 3800

Fax : 91-44-2493 3800

E-Mail: tenders@tnrdc.com

Web : www.tnrdc.com

Section I

Instructions to Bidders

SECTION 1: INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid

1.1 Background

- (a) For developing the IT Corridor, the State Government has decided that the project will be implemented by **M/s IT Expressway Ltd. (ITEL)** (hereinafter referred to as “**the Employer**”), a Special Purpose Vehicle, specially created for this purpose by **M/s Tamil Nadu Road Development Company Ltd. (TNRDC)** as its wholly owned subsidiary.
- (b) Rajiv Gandhi Salai (IT Corridor) commences from km 0/000 at Madhya Kailash Temple Junction and extends up to Km 30/300 at Siruseri. Bids are invited by **M/s IT Expressway Ltd. (ITEL)**, for “**Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages**”

The Total estimated cost of the work for both the packages is **Rs.65 Lakhs**.

The Estimated cost of each package is as follows:

- **Package I - Rs.32.90 Lakhs**
- **Package II - Rs.32.10 Lakhs**

- (c) **All the Terms and conditions stipulated in this Bid Document and its annexures thereof are applicable to both the packages of the work.**

1.1.2 The successful bidder will be expected to carry out the works for a period of **01 Year (12 Months)** from the date of issue of ‘**Notice to proceed with the Work**’.

1.1.3 The execution of the above works is proposed to be on “**Item Rate Contract basis**”. The approximate quantities for all items of works to be executed are furnished in the Bill of Quantities – Section - V of the bidding document.

1.2 Scope of works

The broad scope of landscaping maintenance Works to be carried out by the selected bidder includes the following components, but is not limited to the following:

- (i) Carrying out watering the grass, shrubs, trees and all plants along the median, planter strips, islands, green belt development area along the entire stretch, pruning / trimming, climber training, plant protection, Gap filling plants, removing unwanted vegetation, necessary fertiliser and pesticide application etc., along Rajiv Gandhi Salai (Phase-I), ECR Link Road, Medavakkam Plaza Road, Pallavaram Plaza Road as per site incharge instruction, which includes necessary Manpower/Machinery, Carriage vehicles, consumables, Traffic Management & safety issues etc., complete as per General conditions of the contract – for either direction of the road including adjacent Service Roads & Footpaths etc.
- (ii) Other works and services as may be indicated in the contract.

The details of the two packages of the work are as follows:

| Description of Works | Indicative value of work | | EMD/ Bid Security value (Rs) | Period of completion |
|--|--------------------------|-----------------------|------------------------------|----------------------|
| | Package | Amount per annum (Rs) | | |
| Madyakailash to SRP Tools (km 0/000 to 3/100) and SRP Tools to Karapakkam Bridge (km 13/300 to 20/000) | I | 32.90 Lakhs | 33,000/- | 12 Months |
| Karapakkam Bridge to Siruseri (km 20/000 to 30/100) and ECR Link Road (km 0/000 to 2/100) | II | 32.10 Lakhs | 33,000/- | 12 Months |

The bidder may apply for one or more packages depending on his capability. The cost of bid document is **Rs.9,000/- (Rupees Nine Thousand Only) for each package** as indicated in the NIT. Separate EMD should be attached for each Package as given in clause 15.1.

Throughout this Bidding document, the term 'bid' and 'tender' and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2 Eligible Bidders

To be qualified for award of the contract, the Bidder must provide evidence to the Employer of their capability and adequacy of resources to carry out the contract effectively.

2.1 Bids shall include the following documentation and information on the following particulars in the relevant forms as given in the bid document.

- (a) Copies of original documents defining the constitution or legal status, place of registration and principal places of business; written power of attorney of the signatory of the Bid to commit the bidder;
- (b) Performance as Contractor, on works of a similar nature and complexity and details of other work on hand and contractual commitments;
- (c) Major items of Contractor's equipments proposed for carrying out the contract;
- (d) Authority to seek references from the bidder's bankers;

2.1.1 The Bidder should have **ESI or Workmen Compensation Policy** and **EPF code**. However, the Successful bidder has to furnish **ESI / Workmen Compensation Policy and EPF code subsequent to which payment for the work done will be released**.

2.1.2 Bidders shall not be under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices or poor quality/ delayed implementation of any work by the Government of India (Gol), Government of Tamil Nadu (GoTN), other State Governments or any other agencies and/ or Statutory Authorities.

2.2 Qualification of the Bidder

To be qualified for award of the contract, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the contract effectively. Bids shall include the following documentation and information on the relevant information forms attached in Section II: Forms of Bid and Forms of Securities.

2.2.1 Qualification Criteria and Information

The Qualification will be based on bidder meeting the following criteria with respect to general and particular experience, financial position and other relevant information as given by the applicant in the required format.

The following criteria must be fulfilled by the Bidder and the same shall be duly certified by auditors/ clients as applicable. The Bidder shall note that the criteria set out hereunder shall be satisfied by the Bidder.

2.2.2 Experience Criteria

The bidder shall provide documentary evidence of having been actively engaged in similar nature of work in the role of contractor.

2.2.3 Particular Construction Experience

The Bidder shall demonstrate that the firm has **successfully completed or substantially completed at least one work of similar nature i.e. maintenance of landscaping work, preferably in roads.**

3. Equipment Capabilities

The bidder is required to own or have assured access through hire or lease key equipments required for maintenance.

4. Cost of Bid document

4.1 The Bid document cost of the work is **Rs. 9,000/- (Rupees Nine Thousand Only) for each package** as indicated in the NIT. Any bid not accompanied by the acceptable Bid document and its cost in the form of DD shall be rejected by the employer as **Non-Responsive bid**.

4.2 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for such costs, regardless of the conduct or outcome of the tendering process.

5. Site Visit

The Bidder shall, prior to submitting the Bid for the work, at his own responsibility and risk is encouraged to visit and examine the Site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. The costs of visiting the Site shall be at the Bidder's own expense.

B. BIDDING DOCUMENT**6. Content of Bidding Document**

6.1 The Bidding Document comprises the documents listed in the table below and should be read in conjunction with any addenda/ amendment issued in accordance with Clause 9:

| | | |
|-----|-------------|--------------------------------------|
| (a) | Section I | Instructions to Bidders |
| (b) | Section II | Forms of Bid and Forms of Securities |
| (c) | Section III | Conditions of Contract |
| (d) | Section IV | Contract Data |
| (e) | Section V | Bill of Quantities (BOQ) |
| (f) | Section VI | Technical Specifications |

6.2 The Bidder is expected to examine carefully all instructions, qualification information, forms, Conditions of Contract, Contract Data, BoQ and Technical Specification in the Bid Document. Failure to comply with the requirements of Bid Document shall be at Bidder's own risk.

Pursuant to Clause 25.2, bids which are not substantially responsive to the requirements of the Bid Document shall be rejected.

7 Clarification of Bidding Document

- 7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (hereinafter the term "cable" is deemed to include telex, e-mail and facsimile) at the Employer's address indicated in the invitation for bid. The Employer will respond to any request for clarification which he receives **on or before 18th September, 2014.**

8. Deleted

9 Amendment / Addendum of Bidding Document

- 9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 9.2 Any addendum thus issued shall form part of the bidding documents and shall be communicated in writing or by post or fax or e-mail to all the purchasers of the bidding documents and it will also be uploaded in the website. It is the bidder's responsibility (those who download from the website) to keep track of the website specified in the NIT (Notice Inviting Tender) for any addendum. The addendum of the bidding document will not be notified in the newspaper. Prospective bidders shall acknowledge receipt of each addendum by post or fax to the Employer.
- 9.3 To give the prospective bidders reasonable time to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend the deadline for submission of bids, in accordance with Sub-Clause 19.2.

C. Preparation of Bids

10. Language of the Bid

- 10.1 The Bid and all correspondence and document related to the bid exchanged between the Bidder and the Employer shall be written in **English** language.

11. Documents Comprising the Bid

- 11.1 The bid shall be prepared and complete in accordance with the provisions of Bid Document and shall be submitted properly filled in, signed and initialled as appropriate for each package.
- (i) Bidder's qualification, other information as per Clause 2 and supporting documents of Clause 4 as per formats given in Section-II of Bid Document.
 - (ii) Earnest Money Deposit (EMD) as per Clause 15.1.
 - (iii) Bid Document and its cost as per clause 4.
 - (iv) Letter of Application and Letter of Financial Bid according to Section-II of Bid Document and
 - (v) Bill of Quantities as given in Section-V of Bid Document
- 11.2 The bid must be in a hard bound form with pages numbered serially and by giving an index of submissions. The forms and schedules given in Section-II, and Section-V shall be filled in without exception and without any variation, both in respect of form and contents. **No bid shall be submitted stapled, un bound and in loose papers.**
- 11.3 All the addenda issued should be properly incorporated.

12. Bid Prices

- 12.1 Unless stated otherwise in the bidding documents, the contract shall be for the whole work or parts thereof as described in Sub-Clause 1, based on the quoted rates in Bill of Quantities submitted by the Bidder.
- 12.2 The bidder shall fill in rates and prices on unit basis (both in figures and words) for all items of the works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- 12.3 All duties, taxes (including service tax), fees, tolls, royalties, cess and octroi, insurance, contribution to labour welfare fund, ESI / Workmen Compensation Policy and EPF code and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 12.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

13. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in **Indian Rupees only**.

All payments shall be paid in Indian Rupees only.

14.0 Bid Validity

- 14.1 Bids shall remain valid for a period of **90 days (Ninety days)** after the deadline date for Bid submission as specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer as **Non-Responsive**.
- 14.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidder's responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his bid security for the period of the extension, and in compliance with clause 19.2 in all respects.

15.0 Earnest Money Deposit (EMD) / Bid Security

- 15.1 The proposals duly filled in the required format must reach the Office of **M/s. IT Expressway Ltd. (ITEL), R A Puram, Chennai – 600 028** on or before **15.00 hrs on 26th September, 2014** along with **EMD / Bid Security** for an amount of **Rs.33,000/- (Rupees Thirty Three Thousand Only)** for each package in the form of **Demand Draft drawn in favour of M/s. IT Expressway Ltd. (ITEL)**, payable on any scheduled bank in Chennai as indicated in the bid document.
- 15.2 **Any bid not accompanied by the acceptable EMD and Bid Document and its cost shall be rejected by the Employer as Non- Responsive.**

16 Alternative Proposals by Bidders

Bidders shall only submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the specifications.

Alternate proposals will not be considered.

17 Format and Signing of Bid

- 17.1 Only relevant supporting documents shall be submitted along with the Bid. Documents furnishing additional information other than that is required as per Bid Document, if any, shall be submitted separately under separate heading, which may not be considered for evaluation.
- 17.2 The entire Bid including covering letter, Bid Document and supporting documents shall be duly page numbered and shall contain a detailed table of contents with page references.
- 17.3 The person or persons signing the Bids shall initial all pages of the Bids.
- 17.4 The Bidder shall prepare and submit the bid comprising the Bid Document and other relevant document bound as described in Clause 11.
- 17.5 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialled by the person or persons signing the bid.
- 17.6 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid.
- 17.7 The Bidder shall furnish information as described in the Form of Bid and Qualification on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.
- 17.8 All witnesses and sureties shall be persons of status and probity and their full names, occupation and addresses shall be printed below their dated signatures.

D. SUBMISSION OF BIDS

18. Sealing and Marking of Bids

- 18.1 (a) The Bid and other supporting documents shall be addressed to the Employer at the following address:

**Chief General Manager
IT Expressway Ltd. (ITEL),
No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028**

and

- (b) bear the following identification:

Bid for “Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages” Package No. _____

- 18.2 If the envelopes are not sealed and marked as above, the Employer will assume no responsibility for misplacement or premature opening of the bid and the bid will be treated as a **Substantially Non Responsive** bid and will be subsequently rejected.

19. Deadline for Submission of the Bids

- 19.1 Bids must be received by the Employer at the address specified above not later than 15.00 Hours on 26th September, 2014. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- 19.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. Late Submission of Bids

Any Bid received by the Employer after the deadline prescribed in Clause 19 will be returned unopened to the bidder.

21. Modification and Withdrawal of Bids

- 21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.
- 21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 18 & 19, with the envelope additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.
- 21.3 No bid may be modified after the deadline for submission of Bids failing of which shall result in rejection of the bid and forfeiture of the Bid Security / EMD.

E. BID OPENING AND EVALUATION

22. Bid Opening

- 22.1 The Employer will open all the Bids received (except those received late), including modifications made pursuant to Clause 19, in the presence of the Bidders or their authorised representatives who choose to be present at 15:30 Hrs on 26th September, 2014 at the office of the ITEL, R A Puram, Chennai.
- 22.2 In the event of the specified date of Bid opening being declared a holiday, the Bids will be opened at the appointed time and location on the next working day by the employer.
- 22.3 Envelopes marked "**WITHDRAWAL**" shall be returned first. Subsequently, all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein will be read out in appropriate detail at the time of opening of Financial Bid or on the same day of bid opening for single cover bids.
- 22.4 The Bidder's names, the Bid Prices, the total amount of each bid, any discounts, Bid modifications and withdrawals and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the time of opening.
- 22.5 No bid shall be rejected at Bid opening except for late bids pursuant to Clause 20 and conditional bids. Bids [and modifications pursuant to Clause 21] that are not opened and read out at Bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to Bidders.

23. Process to be Confidential

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 to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

24. Clarification of Bids

- 24.1 To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27. Provided however, the employer shall seek the rectification of price with the bidder who quoted lowest in total.
- 24.2 Subject to sub-clause 24.1, no Bidder shall contact the Employer/ its representatives on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 24.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

25. Preliminary Examination of Bids and Determination of Responsiveness

- 25.1 Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) has been properly signed; (b) is accompanied by the required securities and; (c) is substantially responsive to the requirements of the Bidding documents; and (d) provides any clarification and/ or substantiation that the Employer may require pursuant to Clause 24.
- 25.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; (c) not confirming to the requirement at Clause 18 or (d) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. Correction of Errors

- 26.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer, where there is a discrepancy between the unit rates in figures and in words, the lesser of the two will prevail.
- 26.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder in accordance with Sub-Clause 17.6. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited.

27. Evaluation and Comparison of Bids

- 27.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.
- 27.2 In evaluating the Bids, the Employer will determine for each Bid, the evaluated Bid Price by adjusting the Bid Price as follows:
 - (a) Making any correction for errors pursuant to Clause 26;
 - (b) Excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- 27.3 Towards evaluation, the employer will take into account the adjusted Bid Price for the works arrive at the lowest evaluated rate of bid.

- 27.4 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer and other factors which are in excess of the requirements of the Bidding document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Bid evaluation.
- 27.5 If the Bid of the successful Bidder is seriously unbalanced in relation to or substantially below the Employer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

F. AWARD OF CONTRACT

28. Award Criteria

- 28.1 One contractor can quote for both the two packages / work. However, each contractor will be awarded only one package / work, though the quote of the said contractor is the lowest in more than one package / work.
- 28.2 In the above circumstance, the contractor who has quoted lowest in more than one section shall be given a package / work only of his choice. In the remaining section, the contractor who has quoted the next lowest shall be considered, if he accepts to do it at the same rate quoted by the lowest bidder (L1).
- 28.3 Subject to Clause 27, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and whose bids are evaluated to be the lowest. The lowest (L1) bidder will be called for negotiation on the quoted rates. If the lowest bidder is not responding for further negotiations, the Employer reserves the right to negotiate with any of the eligible bidders who is willing to take up the work at the L1 price and to offer a further negotiated, reasonable rate.

Awarding the work to bidders or summarily reject all the proposals shall be the sole discretion of ITEL, based on the capability of the Bidders.

Employer reserves the right to appoint other contractor / contractors for "**Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages**" or part of this work / contract and any other works that the Employer may decide.

29. Employer's Right to Accept any Bid and to Reject any or all Bids

- 29.1 Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to annul 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 Employer's action.

30. Notification of Award

- 30.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Award/ Work Order") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

31. Performance Security

- 31.1 Within 7 days of receipt of the Letter of Award, the successful Bidder shall deliver to the Employer
- a. Performance Security in the form of a **Demand Draft** in favour of **M/s. IT Expressway Ltd.**, payable at Chennai (or) in the form of a **Bank Guarantee** from Nationalised Bank/ Scheduled Bank acceptable to the Employer in the form as given in Section 2

for an amount equivalent to **2%** of the initial contract price in accordance with Clause 48 of Conditions of Contract. The Performance Security for works shall be valid for a period of **13 Months** from the date of Bank Guarantee or **12 Months** beyond the work completion date whichever is later. The bidder should maintain the facility in acceptable condition as stipulated in the Bid document.

- 31.2 Failure of the successful bidder to comply with the requirements of Clause 31.1 shall constitute a breach of contract, cause for annulment of the award, forfeiture of the bid security, and any such other remedy the Employer may take under the contract.

31.3 Retention Money

In each, Interim Payment Certificate (IPC) @ **5 %** of value of work executed during each bill will be withheld and the withheld amount will be refunded to the Contractor along with the Final Bill /Taking over certificate. The maximum amount of Retention money to be with held is restricted up to **5%** of the contract value.

32. Signing of Agreement

- 32.1 At the same time, the employer notifies to the successful Bidder that his Bid has been accepted, and the Employer will direct him to attend the Employer's office on a date determined by the Employer for signing the Contract Agreement as per the format provided in the Bidding Document incorporating all the agreements between the parties. The signing of the Contract Agreement shall take place only after the furnishing of the requisite performance security by the selected Bidder as per Clause 31.1

- 32.2 The Agreement will incorporate all agreements / correspondences between the Employer and the successful Bidder. It will be kept ready for signature of the successful bidder in the office of employer within 15 days following the acceptance of the Letter of Award by the successful bidder; the successful Bidder will sign the Agreement upon furnishing of the requisite performance security and deliver it to the Employer.

- 32.3 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and refund the Bid Security of all the bidders.

33. Corrupt or Fraudulent Practices

- 33.1 The Employer requires that all the Bidders should observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Employer:

- (a) Defines, for the purposes of this provision, the terms set forth as follows :
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of Employer/ its representatives in the procurement process or in contract execution; and
 - ii. "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 deprive the Employer of the benefits of free and open completion;
- (b) will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract in **ITEL**, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing this Contract.

34. Termination:-

In case the Contractor fails to carryout the works, as per the conditions stipulated in the Bid Document , then the Employer, at its sole discretion is entitled to terminate this contract at the '**Risk and Cost**' of the Contractor and to employ such other Contractor/s to carryout the balance works. The additional cost incurred by the employer in completing the works, which

remain unfinished at the time of termination of the contract will be recovered from the Contractor. Any unrecovered 'Risk and Cost' amount will be a debt payable to the Employer and the Employer will take suitable actions for such unrecovered 'Risk and Cost' amount at the cost of the Contractor. Any bill/s for the works executed remains unsettled and/or the value of materials, machineries etc., taken over or possessed by the Employer at the time of termination or on termination will be adjusted towards the 'Risk and Cost' recoverable from the contractor.

Section II
Forms of Bid &
Forms of Securities

SECTION II FORMS OF BID & FORMS OF SECURITIES

1. LETTER OF APPLICATION

(Letterhead paper of the Bidder)
[Including full postal address, telephone, fax, cable and telex addresses]

[date]

To:

Chief General Manager
IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028

Sir,

1. Being duly authorized to represent and act on behalf of ----- (hereinafter "the bidder"), and having reviewed and fully understood all the bid information provided, the undersigned hereby apply to be qualified by your agency as a bidder for the contract of the **"Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages", Package No _____**
2. ITEL and its associates/ representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution, to provide such information deemed necessary to verify statements and information provided in this application or with regard to the resources, experience, and competence of the Bidder.
3. This application is made in the full understanding that:
 - (a) ITEL reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and
 - (b) ITEL shall not be liable for any such actions and shall be under no obligation to inform the Bidder of the grounds for them.
4. The undersigned declared that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Authorized Signature

Name and Title of Signatory

2. Declaration Statement

(Letterhead paper of the Bidder)

[date]

To

**Chief General Manager
IT Expressway Ltd.,**

No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028

Sir,

1. I, the undersigned, do hereby certify that all the statements made in the application and attachments thereto are true and correct.
2. The undersigned also hereby certifies that neither our firms M/s..... nor any of its constituent partners have abandoned any work awarded to us by any Agency in India nor any contract awarded to us for such works has been rescinded, during last five years prior to the date of this application.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, Negotiable Instrument Act of any Labour/ employee beneficial legislations.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the ITEL.

Signed by an Authorised Officer of the Firm

Title of Officer

Name of the Firm

Date

**3. SPECIMEN FORMAT FROM BIDDER TO BANKERS AUTHORISING THEM
TO PROVIDE INFORMATION TO ITEL / ITS REPRESENTATIVES**

To

Name of Bank/ Address/ city

Dear Sir,

We have recently submitted a Bid Proposal to ITEL, for implementing its project for

We hereby authorize you to provide all information/ data readily about us and our credit status, as may be desired by ITEL and you need not seek any clearance/ opinion from us for providing the information/ data to ITEL.

Sincerely,

Authorized Signatory

4.LETTER OF FINANCIAL BID
(Letterhead of the Bidder)

[date]

Chief General Manager
IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028
Phone: 91-44-2495 2800 / 3800
Fax : 91-44-2493 3800

Dear Sir,

Sub: **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”, Package No _____”**

Having examined the Bid Document including Notice Inviting Bids, Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bill of Quantities, Schedules, Annexure and Addenda for the execution of the above named works, we, the undersigned, offer to execute and complete such works and remedy any defects therein in conformity with the said Bid Document at the prices indicated in the BoQ enclosed to this letter.

The Payment for:

The subject work for the sum of **INR _____** (Rupees _____ Only) (inclusive of all taxes) or such other sum as may be ascertained in accordance with the said Bid Document and as given in the enclosed BoQ.

We undertake, if our Bid is accepted, to commence the works within seven (07) days of receipt of the Engineer's order to commence, and to complete and deliver the sections and whole of the works comprised in the Contract within the period stated in the Appendix to Bid/ Contract data hereto.

We also undertake to furnish Performance Security (ie) in the form of a Bank Guarantee in accordance with the Conditions of Contract.

We agree to abide by this Bid for the period of ninety days (90 days) from the date of Bid opening, as prescribed in Clause 14.1 and 14.2 of the Instructions to Bidders (Section-I), and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

We confirm our agreement to treat the Bid Document, and other records connected with the works as secret and confidential document and shall not communicate information contained therein to any other person other than the person authorized by Employer or use such information in any manner prejudicial to the safety and integrity of the works.

We undertake that, in completing for (and, if the award is made to us, in executing) the above Contract, we will observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”. We confirm that our firm has valid VAT/PAN registrations along with EPF, ESI Codes as stipulated under Appendix 2 and Appendix 3 of GCC.

We hereby confirm that this Bid complies with the Eligibility, Bid validity and Bid security required as stated in the Bidding documents.

Yours faithfully,

Authorised Signature:

Name and Title of Signatory:

Name of Bidder with official seal:

Address:

5. Letter of Award (LoA) / Work Order (WO)

(Letterhead paper of the Employer)

[date]

To: [name and address of the contractor]

-----,
 -----,
 -----,

Sub: "Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages", Package No ____" – Letter of Award (LoA) / Work Order (WO) – Reg.

Ref: Your Bid for the subject work

Sir,

- 1) With reference to the Captioned Subject, your financial offer for Package No.--- dated -----, ITEL, the Employer is hereby pleased to place the Work Order on **M/s.-----** for the total value of **Rs.-----/- (Rupees ----- Only) inclusive of all taxes** as per Bill of Quantities and subsequent negotiated offer.
- 2) Your firm shall not, without the prior consent of the Employer assign the contract or any part thereof or any benefit or interest therein or there under.
- 3) You are hereby requested to acknowledge the receipt of this Letter of Award (LoA) and intimate your acceptance in writing through a Confirmation letter. The Confirmation letter should be given as per the format given in Section II – Forms of Bid & Forms of Securities of the Bid document within 7 Days of receipt of this letter.
- 4) You are also requested to furnish Performance Security, in the form detailed in Clause 31 of ITB and Clause 48 of Conditions of Contract of Bid Document for an amount equivalent to **2%** of the contract price i.e. **Rs.-----/- (Rupees ----- Only)** within 7 days of the receipt of this Letter of Award, valid for a period of **13 Months** from the date of Bank Guarantee or **12 Months** beyond the completion Period of the contract period whichever is later.
- 5) Subsequent to the above para (4), you are further requested to execute the Contract Agreement within 15 days of acceptance of LoA.
- 6) Failure on your part to comply with the requirements of para (4) & (5) above will attract action against you as per Clause 29.1 of ITB of Bid document.

For M/s IT Expressway Ltd.

Chief General Manager

Accepted by

Cc:

1. Asst General Manager (F & A)
2. Sr Manager (Landscaping)

6. Confirmation Letter

(Letterhead paper of the Contractor)

To:
[Name and address of the Employer)

Dear Sir,

Sub : “Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages” - Package No._____ - Reg.

We acknowledge receipt of your Letter of Award, Ref No. _____ dated _____ and unconditionally accept the offer to take up the above captioned works at the price indicated in the letter of award.

We also confirm our acceptance to all the corrections and modifications made by the Employer in respect of our bid.

We undertake to provide you unconditional bank guarantee towards performance security and additional security for unbalanced bid as per the agreed format within the prescribed data as per the Instructions to Bidder and Conditions of Contract.

Yours faithfully,

Authorized Signature:
Name and Title of Signatory:
Name of Agency:

7. FORM OF BANK GUARANTEE FOR EMD / BID SECURITY

WHEREAS _____
 (Name of the Bidder) (hereinafter called 'The Contractor') wishes to submit his tender for
**"Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor)
 and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two
 Packages" Package No. _____** hereinafter called "the Tender" KNOW ALL
 MEN by these present that we
 _____ (Name of the Bank) of
 _____ having our Registered Office at
 (_____) (hereinafter called 'the Bank') are bound unto
M/s IT Expressway Ltd. (ITEL) (hereinafter called "the Employer") the sum of
 Rs. _____ (Rupees _____ Only)
 for which payment can truly be made to the said Employer. The Bank bind themselves,
 their successors and assigns by these presents with the common seal of the Bank this
 day _____ of 2014 and undertake to pay the amount of _____
 (Rupees _____ Only) to the employer
 upon receipt of a written demand and without demur and without the employer having to
 substantiate his demand.

The conditions of this obligation are:

If the Tenderer withdraws his tender during the period of Tender validity specified in the Form of Tender Or

If the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity Or

If the Tenderer fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required Or

Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the employer up to the above amount upon receipt of his first written demand and without demur and without the employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to the occurrence of any one of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to -----(Date) and including the date 28 days beyond the validity of the bid as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, at any time prior to the closing date for submission of the Tender Notice of which extension to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date of expiry of this guarantee.

Notwithstanding anything contained herein.

- i) Our liability under this Guarantee shall not exceed the guaranteed amount **Rs. -----/- (Rupees ----- Only)**

This Guarantee shall be valid upto -----20__ (**Expiry date**) and

- ii) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorised official of the Employer before the -----20__ (**Expiry date**) as mentioned above.

SIGNATURE OF AUTHORISED REPRESENTATIVE OF THE BANK _____

NAME AND DESIGNATION _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

NAME OF THE WITNESS _____

ADDRESS OF THE WITNESS _____

8.BANK GUARANTEE FOR PERFORMANCE SECURITY

BG No dated2014

To

IT Expressway Ltd.,
No.171, II Floor, Tamil Nadu Maritime Board Building,
South Kesavaperumal Puram,
Pasumpon Muthuramalingam Road,
(Near Greenways Road MRTS Station),
Raja Annamalai Puram, Chennai 600 028

Bank Guarantee No.dated.....for **Rs...../-**
(RupeesOnly)

WHEREAS vide the Letter of Award / Work Order No..... dated 2014 for **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”, Package No _____**”(hereinafter referred to as “the Contract”) **M/s.**,a company incorporated under the Companies Act,1956, having its registered office at (address) (hereinafter referred to as **“The Contractor”**” which expression shall unless repugnant to or inconsistent with the context mean and include its successors and assigns) has been awarded by **M/s IT Expressway Ltd.**, a company incorporated under the Companies Act, 1956, having its Registered office at No.171, II Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road, (Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028 (hereinafter referred to as **the “Employer”**” which expression shall unless repugnant to or inconsistent with the context mean include its successors and assigns), the contract for **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”, Package No _____**”

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you a Performance Guarantee, within 7 days on receipt of the Letter of Award / Work Order by a specified Scheduled / Nationalised Bank, for the sum specified therein as security for compliance with the contractor’s obligations in accordance with the Contract and against any breach or non-performance of the terms and conditions contained in the contract.

AND WHEREAS we**BANK**, having its Head Office atand amongst others, a branch office situated at..... have agreed to furnish a Performance Guarantee for a sum of **Rs. -----/- (Rupees ----- Only)** (hereinafter referred as the guaranteed amount) as security for compliance of the contractor’s obligations under the contract.

NOW THEREFORE we hereby affirm that we as the guarantor are responsible to you on behalf of the Contractor, for the guaranteed amount and we irrevocably undertake to pay you upon your first written demand and without demur or argument, any sum or sums within the limits of the guaranteed amount as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein. The guaranteed amount shall be payable merely on demand by the Employer. Any letter stating that the amount claimed in the demand notice / letter is due and payable, signed by a duly authorized official of the Employer to this effect, shall be final, binding or conclusive upon us.

We, hereby agree to pay on demand the guaranteed amount without demur by crediting to the Bank Account of the Employer, the details of which are to be informed to us by you during the validity of the guarantee.

Our liability under this Guarantee shall not be affected by any change in the constitution of the Contractor or of the Guarantor.

We hereby undertake that this Guarantee is absolute, irrevocable and unconditional and shall be enforceable against us notwithstanding any security or securities comprised in any instrument executed or to be executed by the contractor in favour of the Employer.

We hereby also agree that this guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with the Employer by the Contractor and shall be valid and binding on us and operative until the expiry of this Guarantee.

We, further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The jurisdiction in relation to this Guarantee shall be Courts at Chennai and Laws of India shall be applicable. This guarantee shall be valid up to -----2014 (hereinafter referred to us as the "Expiry Date") which is a period of **13 Months** from the date of this Bank Guarantee or **12 Months** beyond the completion period whichever is later.

Notwithstanding anything contained herein.

iii) Our liability under this Guarantee shall not exceed the guaranteed amount Rs. -----/- (Rupees -----only)

This Guarantee shall be valid upto -----20---- (Expiry date) and

iv) We shall be liable to pay the guaranteed amount under this guarantee only and if we receive a written claim or demand duly signed by a duly Authorized official of the Employer before the -----201--- (Expiry date) as mentioned above.

IN WITNESS WHEREOF we have executed this guarantee on this2014.

Signature of Authorized Representative of the Bank

Name and Designation

Seal of the Bank

Signature of Witness

Name of Witness

9. FORMAT FOR AGREEMENT

Contract Agreement

This Agreement, made the ___ day of _____, 2014 between **M/s. IT Expressway Ltd. (ITEL) a Special Purpose Vehicle, promoted by Tamil Nadu Road Development Company Ltd (TNRDC)**, having its Registered office at **No.171, II Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road, (Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai, Tamil Nadu, India** (hereinafter called "**The Employer**") which expression shall unless the context otherwise requires, include its successors and assigns of the One Part and

M/s.----- having its Registered Office at -----
----- (Hereinafter called "**The Contractor**") a Company incorporated under the Companies Act ,1956 and having its registered office at _____ which expression shall unless the context otherwise requires, include its successors and assigns of the Other Part.

WHEREAS

The Employer is desirous in executing certain works by the Contractor, viz. "**Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages**" **Package No. ____** (hereinafter called "**the Works**") and the Employer has accepted the Bid submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of **Rs. _____/- (Rupees _____ Only) inclusive of all taxes.**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Contract Agreement
 - ii) Conditions of Contract (including Special Conditions of Contract)
 - iii) Instructions to Bidders
 - iv) Contract Data
 - v) Letter of Financial Bid; Priced Bill of Quantities; Negotiation letter
 - vi) Letter of Award / Work Order, Confirmation Letter and Notice - to Proceed with the Works
 - vii) Performance Security
 - viii) Technical Specifications
 - ix) Any other document listed in the Contract Data / Bid Document as forming part of the contract (addendum and clarifications if any)
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, and delivered by the said Employer and the Contractor in the presence of:

WITNESSES:

| On behalf of M/s. IT Expressway Ltd. R A Puram, Chennai | On behalf of the Contractor |
|--|--------------------------------|
| 1. | 1. |
| 2. | 2. |

Binding Signature of the Employer:-

Binding Signature of the Contractor:-

10. Notice to Proceed with the Work

(Letterhead paper of the Employer)

To: [name and address of the contractor)

Dear Sir,

Subject: **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages” Package No._____ - Reg.**

Pursuant to the Performance Security submitted by your firm for the work **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages” Package No._____** and execution of the Contract Agreement, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents with effect from ----- (date).

Yours faithfully,

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Section III

Conditions of Contract

Section III: CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but kept their defined meanings. Capital initials are used to identify defined terms.

Activity Schedule means the priced and completed Activity Schedules forming part of the Bid.

Bill of Quantities (BOQ) means the completed Bill of Quantities attached and forming part of this Contract.

Confirmation Letter is the letter of the Contractor dated accepting the Letter of Award / Work Order issued by the Employer.

The **Contract Completion Date** is the date of completion of Contractor's Obligations under this Contract as certified by the Engineer in accordance with Clause 50.1.

Work means "Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages, Package No _____"

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contractor** is a person or firm or corporate body that's Bid to carry out the Works has been accepted by the Employer.

The **Contract Price** is the price stated in the Letter of Award / Work Order and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days: **months** are calendar months.

A **Defect** is any part of the works not completed in accordance with the Contract.

The **Employer** is the party who will employ the Contractor to carry out the Works and in this case the employer is ITEL, R A Puram, Chennai – 600 028.

The **Engineer** is the person named in the Contract Data, (or) any other competent Person appointed and notified to the Contractor by the Employer to act in replacement of the Engineer) who is responsible for supervising the execution of the works and administering the Contract and in this case it is IT Expressway Ltd. (ITEL), R A Puram, Chennai – 600 028.

Engineer's Representative means a person appointed from time to time by the Engineer under Sub-clause 5.1.

Equipment is the Contractor's plant / machineries and vehicles brought temporarily to the site to construct the works.

Maintenance Works means the "Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages", Package No _____

The **Initial Contract price** is the Works Contract price in the Employer's Letter of Award / Work Order.

The **Intended Completion Date** is the date on which maintenance period is over/ complete as the case may be. The Intended Completion Date is specified in the Contract Data.

Letter of Award / Work Order is the letter dated _____ issued by the Employer to the Contractor containing the Initial Contract Price and other details as enclosed in this Contract.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Milestone is a specified date or duration by which specified works are to be completed.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any Modification or addition made approved by the Engineer in writing.

A **Variation** is an instruction given by the Engineer/ Employer in writing which varies the Works.

The **Works** are what the Contract requires the Contractor to carry out as part of this Contractor and shall refer to Maintenance Works or Maintenance of the Existing Landscape work or any combination thereof.

The **Works Completion Date** is the actual date of completion of the Works as certified by the Engineer in accordance with Clause 50.1

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. The Engineer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional maintenance is specified in the Contract data, reference in the Conditions of Contract to the Works, the completion date, and the intended completion date apply to any section / package of the works.
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Contract Agreement
 - b. Conditions of Contract (including Special Conditions of Contract)
 - c. Instructions to bidders
 - d. Contract Data
 - e. Letter of financial bid; Priced Bill of Quantities; Negotiation letter
 - f. Letter of Award / Work Order; Confirmation Letter and Notice to proceed with the work
 - g. Performance security
 - h. Technical specifications
 - i. Any other document listed in the Contract Data as forming part of the Contract (addendum and clarifications)

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Engineer's Decisions

- 4.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractors in his role representing the Employer.

5. Delegation

- 5.1 The Engineer may delegate any of his duties and responsibilities to other person/organization after notifying the Contractor.

6. Communications

- 6.1 Communication between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective when it is delivered (in terms of Indian Contract Act).

7. Deleted

8. Other Contractors

- 8.1 The Contractor shall cooperate and share with the other contractors, public authorities, utilities, and the Employer and his representative between the dates given in the Schedule of the other contractors. The Contractor shall also provide facilities and services to them as may be necessary for smooth coordination.

- 8.2 Pursuant to the above, the Contractor hereby agrees and acknowledges that the Employer is well within their right to appoint other contractor for **“Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages”, Package No_____**” and any other works that the Employer may decide. The Contractor acknowledges that the Employer has no liability whatsoever towards the Contractor in this regard and that the Contractor will, Unconditionally and without any financial charge, extend all necessary assistance and cooperation to the Employer and other Contractor(s), so as to ensure that the Works are completed as stipulated in the Contract Data.

- 8.3 Any default in the above regard shall be treated as a fundamental breach of the contract in terms of clause 54.2.

9. Personnel

9.1 Deleted

- 9.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating reasons, the Contractor shall ensure that the person leaves the site within 3 days and has no further connection with the work in the contract.

9.3 Labour Statutory requirement

The Contractor shall confirm to and comply with the regulations and by-laws of the State or Central Government and other statutory Body the provisions contained in the various Acts specified in Appendix 2 of this section.

10. Employer’s and Contractor’s Risks

- 10.1 The Employer carries the risks which this Contract states are Employer’s risks and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer’s Risks

The Employer is responsible for the expected risks which are in so far as they directly affect the execution of the Works in the Employer’s country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, and revolution. Insurrection or military or usurped power, civil war, (unless restricted to the Contractor’s employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks

- 12.1 All risks of loss or damage to physical property or personal injury and death which arise during and in consequence of the performance of the Contract other than the expected Employer's risk are the responsibility of the Contractor.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the start Date to the end of the Period of contract, in the Amounts and deductibles as applicable for the following events:

- a. loss of or damage to Works, Plant and Materials
- b. loss of or damage to Equipment
- c. loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract;
- d. personal injury or death of employer/employee personal and third party persons; and

- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the start Date. All such insurance shall provide for compensation to be payable in the type and proportions of currencies required to rectify the loss or damage incurred. The contractor shall be responsible for effecting change to the policies and certificates as may be directed by the Engineer, within time period indicated by the Engineer.

- 13.3 If the Contractor does not provide the policies and certificates as required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid, from payments otherwise due to the Contractor.

- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

- 13.5 Both parties shall comply with any conditions of the insurance policies.

- 13.6 The Contractor shall be entitled to place all insurance relating to the Contract with insurers from India, which have been determined to be acceptable to the Employer.

14. Deleted

15. Contractor to undertake the Works

- 15.1 The Contractor shall undertake the Works in accordance with the Conditions of Contract and as per the instructions of the Engineer.

16 The Maintenance works to be Completed by the Intended Completion Date

- 16.1 The contractor shall commence execution of the maintenance works on the start date and shall carry out till completion of the contract period and complete them in all respects by the intended Completion Date.

17.0 Deleted

18.0 Safety

- 18.1 The contractor shall be responsible for the safety of all activities on the Site. The proposed work site falls in High speed road Corridor. In addition to the safety of workmen in the project, the Contractor is responsible for the safety of the road users. The Contractor shall at his own cost formulate and implement an efficient traffic movement/regulation plan so as to achieve safe and efficient movement of vehicular traffic and pedestrians.

- 18.2 The contractor shall make necessary safety arrangements and equipments specified in Appendix 1 of this section.
- 18.3 Any damage caused to the existing structure, the road surface and other appurtenances shall be remedied/restored/replaced to the original condition at the cost of the Contractor and to the satisfaction of the Employer.
- 18.4 In case of default by the contractor, the Employer has the option to carry out the required remedial/restoration/replacement works and deduct the expenditure incurred from the payments due to the Contractor.
- 18.5 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.
- 18.6 During continuance of the contract, the Contractor shall abide at all times by all existing enactments on environments on environmental protection and rules, labour laws made there under, regulations, notifications and bye-laws of the State or Central Government, or local bodies/authorities and any other law, bye-law, regulations that may be passes or notification that may be issued in this respect in future by the State or Central Government or the local authority.

19.0 to 21.0 Deleted

22.0 Instructions

- 22.1 The Contractor shall carry out all instructions of the Engineer which comply with the applicable laws where the site is located.

23 Disputes

- 23.1 If either party believes that a decision taken by the Employer was either outside the authority given to the Employer by the contract or that the decision was wrongly taken, the objecting party may file written notice of dispute to the other party with a copy to the Engineer stating that it is giving the notice pursuant to this Clause while stating clearly the basis for the dispute.
- 23.2 The party receiving the dispute notice will consider it and reply in writing within 30 days of the receipt of the notice. If no reply is received or the reply is not acceptable to the other party, the affected party may refer only to the High Court of Madras (Chennai) for adjudication.
- 23.3 Further, in case of any dispute or difference between the parties to the contract either during the progress of the works or after the completion of the works or after the determination / abandonment of the contract or any other matter/s arising thereof shall be referred to or filed with the High Court of Madras (Chennai) within a period of 18 Months. No other courts or persons or bodies will have any jurisdiction over the dispute/s beyond such date.

24.0 Deleted

B. Time Control

25.0 to 27.0 Deleted

28.0 Management Meetings/ Site Visits

- 28.1 The Contractor shall attend site visits and management meetings to review the programme for maintenance work and to deal with the matters regarding progress of works etc. Failure to attend the meetings/ site visits shall attract penalties at the rate indicated in the Contract Data.

29.0 Deleted

C Quality Control

30 & 31 Deleted

32 Correction of Defects

32.1 The Engineer shall give notice to the Contractor of any Defects, and the Contractor shall correct the notified Defects within the time specified by the Engineer's notice.

33 Uncorrected Defects

33.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected and rectify the defects if needed by employing other persons and the Contractor will pay this amount or can be recovered from the bills of the contractor.

D. Cost Control

34 Bill of Quantities (BOQ)

34.1 The Bill of Quantities for work contains item of Work being implemented by the Contractor as in Section V.

34.2 The Bill of Quantities is used to calculate the payment for works. The Contractor will be paid for the quantity of the work done at the rate in the Bill of Quantities for each item of work.

35 Changes in the Quantities

35.1 Any additional quantity required for completing the work will have to be carried out by the Contractor at the same quoted rate. There will be no percentage ceiling either addition or reduction in the quantities for completion of the project.

36. Variations during Implementation of Maintenance works /Improvement Works

36.1 All Variations shall be included in updated Programs produced by the Contractor. Approval and methodology for all variations either Rate or Quantity should be followed as per the directions of the Engineer / Engineers representative.

37 Payments for Variations in Construction/ Improvement Works

37.1 The Contractor shall provide the Engineer with an estimate (with break up of unit rates) along with detailed justification, quotations / vouchers, for carrying out the Variation items **if not available in the BOQ** when requested to do so by the Engineer. The Engineer shall assess the quotation and fix the rates.

38. Deleted

39. Payment

39.1 Maintenance Works

- (a) The Contractor shall submit to the Engineer monthly statements of the estimated value of the completed work with details of measurement of items, applicable rates and other relevant details, along with an abstract statement, in accordance with the provisions of this Contract.
- (b) The value of works executed shall be measured by the Engineer, based on that payment will be made on monthly basis.
- (c) The value of works executed shall include the valuation of variations.

- (d) Items of the works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- (e) The certification and payment methodology for construction/ improvement works is given below :
 1. Contractor to submit details of Works completed during the last month to the Engineer, within seven days from the last date of the said month.
 2. Engineer to peruse the payment request in terms of the Activity Schedule and Program and if found to be in order, recommend the Employer to pay 70% of bill net of recovery of mobilisation advance, within seven days of receipt of Contractor's request;
 3. In case of payment of 70% of bill is cleared, Engineer shall carry out check measurement as required by the employer within seven days thereafter and recommend payment of balance 30% of bill, if satisfied; Engineer to account for liquidated damages and other deductions, and add/deduct amounts to account for variation in price of bitumen as the case may be, while arriving at amount payable to contractor.
 4. Employer to make payment within seven days of receipt of payment recommendation/ Certification from Engineer; and
 5. Notwithstanding anything contained herein above, the final payment due shall be made only upon completion of contract period, and suitable certification by the Engineer.

39.2 Retention Money

In each IPC's @ **5%** of value of work executed during each bill will be withheld and the withheld amount will be refunded to the contractor along with the Final bill / Taking over certificate. The maximum amount of Retention money to be with held is restricted up to **5%** of the contract value.

40 & 41 Deleted

42. Tax

42.1 The rates quoted by the Contractor shall be deemed to be inclusive of the service tax, sales tax, contract tax, Tolls, royalty, cess and other taxes/duties/levies as may be levied by Central / State Governments and local bodies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

42.2 The Contractor shall have Valid VAT and PAN as prescribed in Appendix 3

43. Currency

43.1 All payments shall be made in **Indian Rupees Only**.

44. Price Adjustment for works

No price adjustment shall apply to this work/contract.

45. Penalty and Liquidated Damages

45.1 For Maintenance/ cleaning works

Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for non compliance/ non performance. The liquidated damages amount shall be deducted from payments due to the Contractor and shall not be refundable. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data.

46 & 47 Deleted

48. Securities

- 48.1 The Performance Security shall be provided to the Employer no later than the date specified in the work order and shall be issued in an amount and form indicated in Contract Data from:
- a. State Bank of India or subsidiaries;
 - b. Any Indian Nationalised Bank; or
 - c. Any Scheduled bank

as acceptable to the Employer, and denominated in Indian Rupees only. The Performance Security shall be valid for a period of **13 Months** from the date of Bank Guarantee or **12 Months** beyond the completion date of work whichever is later. In case the Intended Completion Date is extended, then the Contractor shall submit a fresh Performance Security or extension of the date of the Bank Guarantee/s if any, furnished as security, the same value valid up to a date of one month beyond the issue of Defect Liability Certificate.

49. Cost of Repairs

Loss or damage to or defective works or Materials during the Contract Period shall be remedied by the Contractor at the Contractor's cost to the satisfaction of the Engineer/Employer. In case of default by the Contractor, the Employer shall carry out suitable remedial measures and deduct the amount incurred thereto from payments due to the Contractor.

E. Finishing the Contract

50. Completion

- 50.1 The Contractor shall request the Engineer to issue a Certificate of Completion of Works and the Engineer will do so upon completion of the contract period and the Works are completed in all respects.

51 Taking Over

- 51.1 The Employer will take over the Site within 1 month of the Engineer issuing a certificate of Contract Completion.

52 & 53 Deleted

54. Termination

- 54.1 The Employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the Contract.
- 54.2 Fundamental breach of Contract include, but shall not be limited to the following:
- (a) Contractor stops work for 28 days when no stoppage of work is shown on the program and the stoppage has not been authorized by the Employer.
 - (b) Employer or the Contractor is made bankrupt or goes into liquidation, other than for a reconstruction or amalgamation.
 - (c) Payment certified by the Engineer is not paid by the Employer to the Contractor within 60 days of the Engineer's Certificate.
 - (d) The Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - (e) The Contractor does not maintain a security (performance security, Security against Advance Payment etc.,) which is required;

- (f) In case of the Contractor has awarded more than 20% of value of works on sub-contract
- (g) The Contractor has defaulted in fulfilling his obligations under this Contract;
- (h) The Contractor has contravened clause 8 and 9 of the conditions of contract
- (i) The Contractor fails to take Satisfactory remedial action as per agreements reached in the management meetings (clause 28) for a period of 30 days;
- (j) The Contractor fails to carry out the instructions of Engineer within a reasonable time determined by the Engineer in accordance with Clause 15.1 and 22.1 of the conditions of Contract.
- (k) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract Data; and
- (l) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or the Employer or Engineer in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non competitive levels and to deprive the Employer of the benefits of the free and open competition."

- 54.3 When either party to the Contract gives notice of a breach of Contract to the Engineer for a cause than those listed under Clause 54.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 54.4 Notwithstanding the above, the Employer may terminate the Contract for his convenience.
- 54.5 If the Contract so terminated, the Contractor shall stop work immediately make the site safe and secure and leave the site as soon as reasonably possible.
- 54.6 In case the Contractor fails to carryout the works or fails to achieve the milestone/s then the Employer, at its sole discretion is entitled to terminate this contract at the '**Risk and Cost**' of the Contractor and to employ such other Contractor/s to carryout the balance works. The additional cost incurred by the employer in completing the works, which remain unfinished at the time of termination of the contract will be recovered from the Contractor. Any unrecovered '**Risk and Cost**' amount will be a debt payable to the Employer and the Employer will take suitable actions for such unrecovered '**Risk and Cost**' amount at the cost of the Contractor. Any bill/s for the works executed remains unsettled and/or the value of materials, machineries etc., taken over or possessed by the Employer at the time of termination or on termination will be adjusted towards the '**Risk and Cost**' recoverable from the contractor.

55. Payment upon Termination

If the Contract is terminated because of fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payment received up to the date of the issue of the work certificate, less other recoveries due in the terms of the Contract, less taxes due to be deducted at source as per applicable law and the estimated/actual '**Risk and Cost**' to be recovered from the contractor due to termination. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the Works done, the reasonable cost removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's cost of protecting and securing the Works

and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

56, & 57 Deleted

58. Maintenance of ROW

58.1 Throughout the period of the Contract, the Contractor shall at all times maintain public vehicular access along the right-of-way to all public and private access and land.

APPENDIX 1

Safety Measures

I Contractor's Liability

The contractor shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the execution of the works, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.

II Responsibility for Accidents, Damages etc.

The care of the whole of the permanent works shall remain with the contractor who shall be responsible for all accidents or damages from whatever cause arising and chargeable for anything that may be stolen, removed destroyed or damaged to whomsoever belonging and also for making good all defects and damages to the said works or to any property adjoining or any cause whatever whether such damage or defects were occasioned by the negligence of the contractor or not or may be or might have been discovered during the progress of the works or in consequences thereof, or shall appear to be known after the completion whereof or whether payment may wholly or partially have been made or the works approved as supposed to have been properly done and no certificate of approval of any works by any officers or ITEL/TNRDC shall affect or prejudice the right of ITEL/TNRDC against the contractor or be considered or held as at all conclusive as to the sufficiency of any works or materials.

III Contractor to be responsible for all Trespasses and Damages

In the event of accidents to any person including employees of ITEL/TNRDC on duty, damages to property, trespass on land, injury to cattle, horses, or other animals or damage injury of any description to any person or thing arising out of the execution of the works, the contractor shall be held responsible for and make good the same and shall indemnify ITEL/TNRDC from all claims or expenses on account thereof and if ITEL/TNRDC has to pay any money in respect thereof the sum so paid and the costs incurred by ITEL/TNRDC shall be charged to the contractor as so much money paid to him on account of his contract and the contractor shall not be at liberty to dispute or question the right of ITEL/TNRDC to make such payment for him or on his account notwithstanding the same may have been made without his consent of authority and decision or determination in law or otherwise to the contrary notwithstanding. ITEL/TNRDC shall not be liable to, or for in respect of any damages or compensation or claim there for, under any Act for the time being in force or common law because or by reason or in consequences of any accident or injuries to workmen or others in the employment of the contractor or any subcontractor or of any person acting under him or on his behalf or the staff / persons employed by ITEL/TNRDC for

supervision of the work under his contract and the contractor shall save ITEL/TNRDC harmless and indemnify in respect thereof and of any all costs and expenses incidental there to or consequent thereon.

IV Safety Measures

1. All the works to be carried out in and around the work site, it must be under the contractors supervision with their supervisor, at their own risk and cost
2. The contractor should possess rubber gloves, gum safety boots, helmet, face mask, torch light, emergency light etc. as safety equipments in good condition
3. Each and every employee of the contractor should have insurance cover under workmen compensation act.
4. The Contractor has to carry out any activity of the construction work only after informing and getting concurrence of ITEL/TNRDC / Engineer in charge

V Safety Equipments & Loose Tools:

The Contractor will be responsible to make available the safety equipment and loose tools as listed below. If the Contractor fails to keep the safety equipment and loose tools and consumable items as listed the above will be procured by ITEL/TNRDC and the cost will be deducted immediately from the bill payable to the contractor with a penalty of Rs. 2,000/-

VI Safety Measures to be adhered

1. Only experienced, skilled people have to be employed by the contractor
2. All personnel should be covered by insurance under workmen compensation act.
3. All labour act provisions has to be met with
4. Rubber gloves, gum safety boots, helmet, face mask, torch light, emergency light etc are need to be provided by the contractor.
5. Exhibit labels of "Safety First"

VII List of Safety equipments to be provided by contractor

| SI No | Name of Equipment |
|-------|-------------------------|
| 1 | Face Mask |
| 2 | Shock proof hand gloves |
| 3 | Disposable hand gloves |
| 4 | Gum boot / Safety shoes |
| 5 | First Aid Box |
| 6 | Emergency light |
| 7 | Helmet / hard hat |
| 8 | Safety cones |
| 9 | Traffic barriers |
| 10 | Warning lights |
| 11 | Red flags |
| 12 | Caution boards |

Note: The above is only an illustrative minimum list. The contractor must note that it is their responsibility to ensure the lives and safety of the workers employed by them. Towards this end, all the equipments of appropriate specifications should be procured and made available to the workers in usable conditions throughout the period of contract. Responsibility for any health problem or death will solely rest with contractor.

APPENDIX 2**Labour Statutory Requirements****I General**

The Contractor shall confirm to and comply with the regulations and by-laws of the State or Central Government or ITEL/TNRDC and of all other local authorities such as Corporation of Chennai, The Tamil Nadu Electricity System, The Chief Electrical Inspector to Government of Tamil Nadu, The Government Customs and Police Departments Fire Service, the provisions contained in the various Labour Acts enacted by the State Legislature and Central Parliament in force and rules made there under including those under Minimum Wages Act, Factories Act, The Indian Electricity Act and rules framed under it, Workmen Compensation Act, The Employees State Insurance Act 1948, Provident Fund Regulations Act, The EPF and Miscellaneous Provisions Act 1952, Employees Provident Fund 1961 and scheme made under the said Act, Health and Sanitary Arrangements for workers etc. and the Contract Labour (Regulation and Abolition) Central Act 1970 and the Contracts (Regulation and Abolition) Central Rules 1971 etc. for Welfare and protection of works, workers or for the safety of the public and other Insurance provisions.

II Further, the Contractor has to give a declaration for the following provisions:-

- i. That in the capacity of Contractor, the Contractor has to comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970 by obtaining a valid license under the Act and the Rules thereto and similarly under Factories Act wherever applicable.
- ii. The Contractor has to pay the wages in accordance with the Minimum Wages Act to all his / their employees
- iii. That the Contractor has to abide to recover the Employees Provident Fund and the Employees' Insurance contributions (both Employees and employers contribution) from the payment of bills every month
- iv. The Contractor's Code Nos. for E.S.I and E.P.F. are----- & ----- and both the Employees, Employers contributions will be remitted by the contractor in his / their code numbers and copy of the remittance challans will be produced. In case, if the contractor is failing to remit, he / they will inform wage rates of employees to the Principal employer so that they can remit Employees' State Insurance Contribution & Employees Provident Fund contribution (both for employer and employee) and authorize them to make deductions from the payment of bills
- v. That the contractor has to contribute towards Tamil Nadu Manual Worker (Regulations of Employment and Conditions of work) Act, 1982 fund at the percentage prescribed by the Government from time to time.
- vi. That the contractor has to further declare and undertake that in case of any liability pertaining to his / their employees is to be discharged by the Principal Employer for his / their lapse, the contractor undertake to reimburse the same or the Principal Employer is authorized to deduct the same from the contractor's dues as payable.
- vii. That the contractor will maintain the Registers and records about the Contract Labour employed under Section 29 of Labour (Regulation & Abolition) Act wherever applicable
- viii. That the contractor will take insurance policy under Workmen Compensation Act to meet out any untoward incident until the contract labourers are issued with ESI card

III Compliance with Labour Regulations

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactment's and rules made there under, regulation, notifications and bye laws of the State or Central Governments or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep ITEL/TNRDC indemnified in case any action is taken against ITEL/TNRDC by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulation's or notifications including amendments. If ITEL/TNRDC is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor, the Engineer / ITEL/TNRDC shall have the right to deduct any money due to the contractor including his amount of performance security. ITEL/TNRDC/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by ITEL/TNRDC.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of ITEL/TNRDC at any point of time.

IV Contribution to Fund

Notwithstanding anything contained in any Law for the time being enforced or in any agreement every person / Contractor who undertakes any Civil work shall be liable to pay a sum at such percent, not exceeding one percent of the total estimated cost of the work as may be fixed by the Government, by notification, as contribution to the fund constituted for the benefit of manual workers in the employment in Civil Works under a scheme, framed under Section 3 f Tamil Nadu Manual Workers (Regulation of Employment and conditions of Work) Act, 1982. The percentage of total estimated cost of work, as may be fixed by the Government, notification from time to time shall be paid by the Contractor.

V Contract Labour Welfare

- i. The rights and benefits conferred on the workmen employed by the contractor under the provisions of various Labour Laws are the responsibility of the contractor. The contractor has to indemnify ITEL/TNRDC in case of loss or any damages. It is the responsibility of the contractor to take insurance policy under Workmen's compensation Act, 1923 for each labour engaged by the contractor. The contractor will be responsible for any deficiency on safety measures to be adhered as stipulated in Safety measures to be adhered in Appendix 1. A photocopy of the insurance under Workmen's Compensation Policy should be furnished to ITEL/TNRDC. The policies should be kept alive till the completion of the contract period.

The Contractor shall produce fitness certificate from any Authorized Medical Attendant (AMA) of Government Hospital for all the Technical Staff and Labour Staff to be employed.

VI Following Laws shall be adhered to by the contractor wherever applicable

- a. Workmen Compensation Act, 1923
- b. Payment of Wages Act, 1936
- c. Industrial Disputes Act, 1947
- d. Minimum Wages Act, 1948
- e. Factories Act, 1948
- f. Employees PF and Miscellaneous Act, 1952

- g. Payment of Bonus Act, 1965
- h. Payment of Gratuity Act, 1972
- i. Equal Remuneration Act, 1979
- j. Maternity Benefit Act, 1951
- k. Contract Labour (Regulation & Abolition) Act 1970
- l. Industrial Employment (Standing Orders) Act 1946
- m. Trade Unions Act 1951
- n. Child Labour (Prohibition & Regulation) Act 1986
- o. Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979
- p. The Building and other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996
- q. Employee State Insurance Act, 1948
- r. The Tamil Nadu Manual Workers (Regulation of Employment and Conditions of Work) Act, 1982
- s. The Bonded Labour System (Abolition) Act, 1976
- t. The Employer's Liability Act, 1938

VII Elimination of Child Labour

1. Attention of all contractor are invited to the Child Labour (Prohibition and Regulations) Act 1986, which prohibits employment of children below 14 years of age in certain occupations and process and provides for regulations of employment of children in all other occupations and progress. Employment of child labor is prohibited in building and construction industry.
2. Hence all the contractors are requested to adhere to the provisions in the above Act and see that engagement of child labour in the operational activities of ITEL/TNRDC are completely prohibited. Any violation of the provision will lead to penal action and removing of the contractor from the list of registered contractors.

APPENDIX 3
Tax Registration Number

We confirm that our firm/company has valid VAT/PAN details as under:

i) VAT No. _____

ii) PAN No. _____

We confirm that our firm / company has valid ESI / Workmen Compensation Policy and EPF codes as under:

i) ESI No. _____

Or

Workmen Compensation Policy No. _____

ii) EPF No. _____

Section IV

Contract Data

SECTION - IV
CONTRACT DATA

| Item | Clause Reference |
|---|------------------|
| The following documents are also part of the contract | 2.3 |
| <p>The Employer is : IT Expressway Limited (ITEL) No.171, II Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road, (Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028 Phone: 91-44-2495 2800 / 3800 Fax : 91-44-2493 3800 Name of Authorised Representative : Chairman & Managing Director / ITEL</p> <hr style="border-top: 1px dashed black;"/> <p>Engineer is : IT Expressway Limited (ITEL) No.171, II Floor, Tamil Nadu Maritime Board Building, South Kesavaperumal Puram, Pasumpon Muthuramalingam Road, (Near Greenways Road MRTS Station), Raja Annamalai Puram, Chennai 600 028 Phone: 91-44-2495 2800 / 3800 Fax : 91-44-2493 3800 Name of Authorised Representative : Chief General Manager</p> | 1.1 |
| The name of the Contract is “ Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages, Package No ___ ” | 1.1 |
| The Start Date shall be the date of issue of ‘ Notice to proceed with the work ’ by the Contractor for the Works | 1.1 |
| Contract period: The period of contract is 01 year (12 Months) from the date of commencement as indicated in ‘ Notice to proceed with the work ’ | 1.1.2 |
| The Site Possession Date shall be the date of commencement of work as indicated in the ‘Work’ | 1.1 |
| The Site is “ Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages” Package No ___ ” | 1 |
| The language of the Contract Document is English | 3 |

| | |
|--|------|
| The law which applies to the Contract is the Law of Union of India | 3 |
| The currency of the contract is Indian Rupees Only. | 43 |
| Retention Money In each IPC @ 5% of value of work executed during each bill will be withheld and the withheld amount will be refunded to the Contractor along with the Final bill / Taking over certificate. | 39.2 |
| Penalty for not attending Management Meetings / Site visits: Rs. 1000/- per incidence. The maximum amount of the penalty is two percent of initial contract price of works. | 28 |
| The liquidated damages for non-Performance/improper maintenance and non adhering to the instructions of Engineer shall be Rs 3,000 per day of delay. The maximum amount of liquidated damages for the whole of the works is five percent of final Contract Price for Works. | 45.1 |
| Performance Security shall be of 2 percent of initial Contract Price as stated in the Letter of Award (LoA) / Work order (WO) and shall be valid for 13 Months from the date of Bank Guarantee or 12 Months beyond the Intended Completion date of work whichever is later. | 48 |

Section V
Bill of Quantities (BoQ)

Bill of Quantities (BOQ) for works

A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instruction to Bidders, General and special Conditions of Contract, Technical Specification, etc.
2. The Bidder should closely peruse all the specification clauses for items of works for which he is tendering his rates.
3. The quantities given in the Bill of Quantities are approximate and provisional, which are given to provide a common basis for making payment for works. Actual quantities of work are likely to increase or decrease as per the requirement at site. Hence, there is no claim for any additional or less quantities than the specified in the BOQ.
4. The rates in the Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all plant, labour, supervision, materials, erection, transportation, maintenance, insurance, Toll, administrative overheads, profit, all taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
5. General directions and description of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the Bill of Quantities.

Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages

Bill of Quantities (BoQ)

Package - I: Madya kailash to SRP Tools (Km 0/000 to 3/100) and SRP Tools to Karapakkam Bridge (km 13/300 to 20/000)

| S.No | Description of item of work | Unit | Quantity / Month | Rate (Rs) per sqm | | Amount (Rs) per Month | Amount (Rs) per Annum |
|------|---|------|------------------|-------------------|----------|-----------------------|-----------------------|
| | | | | In Figures | In Words | | |
| 1 | Rendering Maintenance of the existing Landscaping services from Madya kailash to SRP Tools (Km 0/000 to 3/100) and Central Median from SRP Tools to Karapakkam (13/300 to 20/000), it is inclusive of behind Madhya kailash Temple, five women statue area, Madhya kailash Fountain Island, Madhya kailash behind MRTS, Central median and planter strip (RHS and LHS) from Km 0/000 - 3/100, Compound wall Planters, Thiruvanmiyur Island North Side, Thiruvanmiyur Island South Side, Fire Junction Island West Side, Fire Junction Area, SRP Island North side, SRP Island South side, Life line Junction, Island triangle portion, Tharamani Island North side, Tharamani Island south side, OMR Main Toll Plaza, Thoraipakkam Junction, Thoraipakkam Island North side, Thoraipakkam Island South side, Thoraipakkam Side Plaza- a, Thoraipakkam Side Plaza- b. The Scope of work and man power requirement details as given in Annexure A, B, C & D. | Sqm | 21091 | | | | |
| | | | | | | Total (Rs) | |

(Rupees _____ Only)

Maintenance of the Existing Landscape work of Rajiv Gandhi Salai (IT Corridor) and Approaches, ECR Link Road and Toll Plazas, in Chennai, Tamil Nadu in Two Packages

Bill of Quantities (BoQ)

Package - II: Karapakkam Bridge to Siruseri (km 20/000 to 30/100) and ECR Link Road (km 0/000 to 2/100)

| S.No | Description of item of work | Unit | Quantity / Month | Rate (Rs) per sqm | | Amount (Rs) per Month | Amount (Rs) per Annum |
|------|--|------|------------------|-------------------|----------|-----------------------|-----------------------|
| | | | | In Figures | In Words | | |
| 1 | Rendering Maintenance of existing the Landscaping services in Central Median from Karapakkam Bridge to Sholinganallur Jn (KM 20/000 to 22/500), Central Median and Green belt Development at ECR Link Road (Km 0/000 to 2/100) and Central Median from Sholinganallur to Siruseri (Km 22/500 to 30/100), Thulukanathamman Temple, ECR Link Road Plaza, ECR view point East side, ECR view point West side, ECR - Auto stand-South side south side, Medavakkam Side Plaza, Navalur side Plaza. The Scope of work and man power requirement details as given in Annexure A, B, C & D. | Sqm | 20582 | | | | |
| | | | | | | Total (Rs) | |

(Rupees _____ Only)

ANNEXURE 'A'

SCOPE OF LANDSCAPE MAINTENANCE WORK

- a) Watering the grass, shrubs, trees and all Plants along the Central Median, Planter strips, Planters, Islands, Green Belt Development area of IT Corridor in their respective work site, daily and as and when required.
- b) Manuring the grass, shrubs, trees in the specified area. The organic manure should be applied once in three months.
- c) Trimming of the trees and Shrubs.
- d) Pruning the shrubs as and when required.
- e) Lawn mowing as and when required.
- f) Climber training.
- g) Plant protection.
- h) Removing unwanted vegetation
- i) Fertiliser / Organic manure application.
- j) Pesticide spraying
- k) Cutting the tree branches which are coming across the Corridor.
- l) Applying weedicide of plant killers wherever necessary.

ANNEXURE 'B'**REQUIRED MANPOWER CHART FOR LANDSCAPING SERVICES****REGULAR DAYS**

| Personnel | PACKAGE | |
|------------|---------|------|
| | I** | II** |
| Male | 10 | 9 |
| Female | 12 | 12 |
| Supervisor | 2 | 2 |

**** In all the sections, the contractor has to engage 1 male Labourer for water delivery purpose.**

ANNEXURE 'C'

| Section wise Details of Landscaping Areas | |
|--|--|
| S No | Location |
| <u>Package : I</u> | Madhya kailash to SRP Tools (Km 0/000 to 3/100) and SRP Tools to Karappakkam Bridge (KM 13/300 to 20/000) |
| 1 | Behind Madhya kailash Temple |
| 2 | Madhya kailash Fountain Island |
| 3 | Near five women statue area |
| 4 | Madhya kailash behind MRTS |
| 5 | Central median and planter strip (RHS and LHS) from Km 0/000 - 3/000 |
| 6 | Compound wall planters |
| 7 | Thiruvanmiyur Island North Side |
| 8 | Thiruvanmiyur Island South Side |
| 9 | Fire Junction Island West Side |
| 10 | Fire Junction Area |
| 11 | Tharamani Island North side |
| 12 | Tharamani Island south side |
| 13 | SRP Island North side |
| 14 | Central Median from SRP Tools to Thoraipakkam (13/300 to 17/000) |
| 15 | Central Median from Thoraipakkam to Karapakkam bridge (17/000 to 20/000) |
| 16 | Life line junction island triangle portion |
| 17 | OMR Main Toll Plaza |
| 18 | SRP Island South side |
| 19 | Thoraipakkam Junction |
| 20 | Thoraipakkam Island North side |
| 21 | Thoraipakkam Island South side |
| 22 | Thoraipakkam Side Plaza- a |
| 23 | Thoraipakkam Side Plaza- b |
| Total Area (Sqm) : 21091.04 | |

| <u>Package II :</u> | |
|--|--|
| Karapakkam Bridge to Siruseri (km 20/000 to 30/100) and ECR Link Road (km 0/000 to 2/100) | |
| 1 | Central Median from Karapakkam Bridge to Sholinganallur Jn (Km 20/040 to 22/500) |
| 2 | Central Median and Green belt Development at ECR Link Road (Km 0/000 to 2/100) |
| 3 | ECR Link Road (0/000 to 2/100) |
| 4 | Thulukanathamman temple |
| 5 | ECR Link Road Plaza |
| 6 | ECR view point East side |
| 7 | ECR view point West side |
| 8 | ECR – Auto stand – South side |
| 9 | Green belt area |
| 10 | Central Median from Sholinganallur to Siruseri (Km 22/000 to 30/100) |
| 11 | Medavakkam Side Plaza A |
| 12 | Medavakkam Side Plaza B |
| 13 | Navalur side Plaza A |
| 14 | Navalur side Plaza B |
| Total Area (Sqm) : 20582 | |

ANNEXURE 'D'**REQUIREMENT OF LANDSCAPING MAINTENANCE INPUTS**

| S NO | Description | Frequency of application | Unit | Package | |
|------|-------------------------------|--------------------------|----------------|---------|------|
| | | | | I | II |
| 1 | Application of Organic manure | Two months once | Loads /stretch | 11 | 10 |
| 2 | Chemical spray / Fertilizers | Every month | Nos | 1 | 1 |
| 3 | Replacement / Gap filling | Every month | Nos | 2340 | 2280 |

Section VI

Technical Specifications

Section - VI

TECHNICAL SPECIFICATIONS FOR HORTICULTURE WORKS

MAINTENANCE:

The Contractor shall maintain all planted areas in the stretch for a period of **Twelve Months**. Maintenance shall include watering, weeding, aeration of plants, manuring (organic and inorganic), control of insects fungus and other diseases, pruning adjustments and repairs of stakes, anchors etc. Contractor should also carry out repair, minor washouts and other Horticultural operations necessary for proper growth of plants.

The Contractor should keep the landscape area neat in appearance and free from pest and diseases with requisite man power. He should remove the casualties and carry out replacements with specified same species. The replaced plant should be of the same height as neighbouring plants planted earlier, without any additional cost to Owner / Employer.

WATERING:

Water shall be provided by the Owners / Employer. Watering is to be done by the contractor according to weather and stage or period of frequency growth of plant. All new planting should be watered properly before and after planting to bring the soil to optimum moisture content. Watering should be carried out for the entire period of the contract.

Watering should not be carried out in strong daylight. It should be done early in the morning or late in the evening. Excessive watering is damaging to plant and hence they should not be over watered. Watering should be done from tanker with a hose fixed with sprinkler or sprayer, for which the Contractor has to appoint a labourer per section. Required hose pipe is to be arranged by the Contractor himself. Very hot or very cold water should not be used for watering.

If the irrigation is being done by the irrigation network system, Contractor shall monitor the flow of water so that the plants get correct amount of water. Deep copious watering should be done atleast once in a month along with watering the plants foliage, like rain, so as to remove dust and improve their capacity for Photosynthesis.

WEEDING:

Weeds should be removed with their roots and dumped away from planted areas. In some seasons, frequent weeding will be required and weeding should be continued until the Shrubs and trees are large enough to avoid being smothered.

Only selective weed killers approved by competent authority shall be applied. The contractor shall be held liable for ensuring that all chemicals are stored and supplied strictly in accordance with the manufacturers instructions and prevailing norms of 'Fertiliser & Pest Control Board, Government of India'.

HOEING OR FORKING:

Surface soil around the plants shall be loosened up to 150mm and turned inside out, so as to keep it porous and improve moisture retention capacity.

PEST AND DISEASE CONTROL:

Disease resistant varieties should be planted / procured from approved Nursery. Whenever mechanical or chemical control methods are followed, expert advice should be sought to detect the actual disease.

Insecticides used should be in accordance with the manufactures instructions. Plants should be regularly checked to detect any plant disease. Control and preventive measures should be sought at the earliest and the same should be informed to Dept. staff.

STAKING:

Stakes should be used with a non toxic wood preservative. Stakes should be pointed at butt end and should have a minimum diameter at 50mm. They should be 2.0m long and 60 cm of stakes is to be driven into the soil for plants of 1.2 to 1.5m height. Place ties at top, middle and bottom of trunk to keep tie secure. Depending on the size and age of the tree, multiple stakes should be provided. Contractor shall carry out periodic maintenance of stakes and ties.

TIE:

Tie should be strong and rigid enough to hold the tree stem in all probable weather conditions. It should be appropriately dimensioned to allow the tree stem to grow naturally without damage. No material should be used as ties that may rub back.

MANURING:

Only well decayed and fully decomposed organic manures shall be used. Quantity of organic manure and their frequency of application would depend on type of soil, however regular manuring in small doses should be done every 60 days instead of casual heavy manuring.

Raw manure should not come in direct contact with plant. For inorganic fertilizer application, specialist's advice should be taken before application. This would depend on considerations sought such as size, age, condition & species of tree, soil type, pH and nutrient state of soil, type and speed of response needed from fertilizer etc.

Mulches shall be approved friable composted organic materials such as oil palm husks, organic composts or an approved mix. Coco peat will not be allowed on it unless mixed in a proportion of 50-50 with another mulching material free from soluble salts having a PH of between 5.5-7.0 samples to be submitted and approved before use.

Mulches are to be applied in a 50mm layer over the entire surface of shrub and ground cover areas. Mulching to be reapplied to planting areas every 3 months after initial installation until the end of the maintenance period or until complete surface cover by vegetation is achieved.

Initial mulching is to take place within two days of installation of planting.

PRUNING AND REPAIR:

Upon completion of planting work all trees which require pruning should be pruned and injuries repaired. Amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as result of transplanting operations. Pruning should be done so as not to change the nature habit or special shape of the tree. All cuts should be made flush leaving no stubs. Wounds should be smoothed so as not to retain water. The cuts should be treated to prevent growth of fungus.

REPLACEMENT OF PLANT MATERIAL:

Plants found damaged / mortal are to be replaced within 15 days time.

PLANTING METHOD WHILE REPLANTING :

All the tree / Shrub pits shall be dug according to the landscape-planting plan with the given spacing. For horticultural works the soil should be free from mooram, brickbats and other building rubbish. Weeds, long grasses and other wild shrubs, unless mentioned shall be cut, removed and their roots grubbed out completely.

Existing vegetation that is mentioned to be retained should be protected from damage and maintained in good and effective conditions.

I. ADDITIONAL CONDITIONS

The Contractor will have to make his own arrangements for tools & tackles required for the work and ITEL will not supply any tools and tackles unless otherwise specified.

The Contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions or ignorance of specifications and conditions.

Royalty, Tax, surcharge, fee and penalty shall have to be paid by the contractor what-so-ever applicable, directly to the concerned authorities. No claim for the extra payment on this account will be admissible.

The Contractor must take all precautions to avoid all accidents by exhibiting necessary day and night caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to traffic during execution of work.

Any change done by the contractor to any existing work during the course of execution of the work, tendered for, shall be made good by him at his own cost and risk.

The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the Contractor.

No compensation shall be payable to the contractor for any damage caused by rains wind streamer floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail out rain water collected during execution of the excavated trenches at his own cost. Nothing extra will be payable on this account.

The Contractor shall clear the site thoroughly of all rubbish etc, lift out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engineer in charge, otherwise the site will be cleared by the department at his risk and cost after giving him two days notice.

The work shall be carried out in a manner complying in all respects with the requirement of relevant by law of **ITEL**.

At least one authorized representative should always be available at site of work to take instructions from Departmental Office and ensure proper maintenance / execution of work.

The Contractor shall have to work as per the programme of the department. No claim what-so-ever will be entertained on this account.

If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to **ITEL**, shall without prejudice to any other right, or remedy, be at liberty to forfeit the said earnest money deposit absolutely.