



Tamil Nadu Road Development Company Ltd.

TAMIL NADU ROAD DEVELOPMENT COMPANY LIMITED
(TNRDC)

“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)”

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 Specification

TNRDC

**Tamil Nadu Road Development Company 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
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TAMIL NADU ROAD DEVELOPMENT COMPANY LIMITED (TNRDC)

“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)”

Schedule of Bidding Process

Period of Issue of Tender Document	04th October, 2021 to 20th October, 2021
Bid Document Price	Rs. 10,080/- DD in Favour of M/s Tamil Nadu Road Development Company Limited (TNRDC) payable at Chennai
Earnest Money Deposit (EMD) / Bid Security	Rs.26,400/- DD in Favour of M/s Tamil Nadu Road Development Company Limited (TNRDC) payable at Chennai
Last Date and Time for Receipt of Bids	21st October, 2021 at 15.00 Hrs
Bid Opening date and time	21st October, 2021 at 15.30 Hrs

TAMIL NADU ROAD DEVELOPMENT COMPANY LIMITED (TNRDC)

“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)”

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Section VI	Technical Specification



Tamil Nadu Road Development Company Ltd.

INVITATION FOR BIDS

Tender Notice No.:TNRDC/CD/014/2021

Date: 28.09.2021

Bids are invited by **M/s.Tamil Nadu Road Development Company Ltd. (TNRDC)** for implementation of the following works in **East Coast Road, Tamil Nadu** on **21st October, 2021 upto 3.00 PM.**

S. No.	Description of Work	Indicative value of work (Rs) inclusive of GST	EMD / Bid Security Value (Rs)	Bid Document Cost(Rs)	Period of Completion
1	Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)	26.31 lakhs	26,400/-	10,080/-	12 months
2	Hiring of water tanker vehicle (24 KI) for transporting of Irrigation water to shrub plants along Centre median from Km 22/300 to Km 55/800 of ECR for one year (2021-22).	5.64 lakhs	5,700/-	3,360/-	12 months

The Bid documents and other details for the mode of remittance of EMD/Bid Security and cost of Tender Document, last date for the issue of tender document, opening of tender etc., are available in the website www.tnrdc.com. In case of any changes / corrections etc on the above, the same will be published in the above website only.

Chief General Manager
Tamil Nadu Road Development Company Ltd.

Section I

Instructions to Bidders

SECTION 1: INSTRUCTIONS TO BIDDERS

A: GENERAL

1. Scope of Bid

1.1 Background

- (a) **M/s Tamil Nadu Road Development Company Ltd. (TNRDC)** is promoted by Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) and TIDEL Park Ltd. Bids are invited by **M/s Tamil Nadu Road Development Company Ltd. (TNRDC)** for

“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)”

The total contract value of **Work inclusive of GST** is **Rs.26.31 lakhs**

- 1.1.2 The successful bidder will be expected to carry out the works for a period of **One Year** from the date of Contract Agreement.
- 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 Works to be carried out by the selected bidder includes the following components, but is not limited to the following:

“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)”

Other works and services as may be indicated in the contract (COPA).

Description of Works	Indicative value of work inclusive of GST (Rs)	EMD / Bid Security (Rs)	Period of Completion
Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)	26.31 lakhs	26,400/-	01 Year

The cost of bid document inclusive of GST is **Rs.10,080/- (Rupees Ten Thousand Eighty Only)** as indicated in the NIT.

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 **PAN No., GST No., ESI or Workmen Compensation Policy and EPF code**. However, the Successful bidder has to furnish **PAN No., GST No., ESI / Workmen Compensation Policy and EPF code subsequent to which payment for the work done will be released**.

2.1.2 **The bidder should remit workmen compensation cess at the rate of 1% on the estimate amount as per notification under sub-section (1) of section 8-A of the Tamil Nadu Manual workers (Regulation of Employment and Conditions of Work) Act, 1982 (Tamil Nadu Act 33 of 1982) the Governor of Tamil Nadu, in suppression of the Labour and Employment Department Notification No.II (2)/LE/1420(b-1)/97, published at page 1 of part-II – Section 2 of the Tamil Nadu Government Gazette Extraordinary dated the 2nd July 1997 as contribution to the fund constituted for the benefit of the manual workers under employment in construction or maintenance of dams, bridges, roads or in any building operations under section 3 of the said Act before execution of the Agreement as per the format prescribed in Appendix 3**

2.1.3 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 (GoI), 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 inclusive of GST is **Rs.10,080/- (Rupees Ten Thousand Eighty Only)** as indicated in the NIT. Any bid not accompanied by the acceptable Bid document duly signed in all pages 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 Deleted

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.
- (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 duly signed in all pages 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 duly signed in all pages 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, unbound 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) which includes GST and all other items covered in clause 12.3 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 GST), 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 Tamil Nadu Road Development Company Ltd. (TNRDC), R A Puram, Chennai – 600 028** on or before **15.00 hrs on 21st October, 2021** along with **EMD / Bid Security** for an amount of **Rs.26,400/- (Rupees Twenty Six Thousand Four Hundred Only)** in the form of **Demand Draft drawn in favour of M/s Tamil Nadu Road Development Company Ltd. (TNRDC)**, 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 duly signed in all pages 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
M/s Tamil Nadu Road Development Company Ltd. (TNRDC),
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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)”

- 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.
- 18.3 No Bid shall be submitted through post / courier. All the Bids must be received by the Employer at the address specified above on the deadline for submission as specified in clause 19 below, only in person and should be in the manner specified in clause 17 and 18 above.

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 21st October 2021. 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. Deleted**E. BID OPENING AND EVALUATION****22. Bid Opening**

- 22.1 The Employer will open all the Bids received (except those received late) in the presence of the Bidders or their authorised representatives who choose to be present at **15:30 Hrs on 21st October 2021** at the office of the TNRDC, 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 shall be opened and the submissions therein will be read out in appropriate detail at the time of opening of bids.
- 22.4 The Bidder's names, the Bid Prices, the total amount of each bid, any discounts, 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 that are not opened and read out at Bid opening will not be considered for further evaluation regardless of the circumstances.

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.

- 27.6 Other conditions as may be indicated in the Conditions of Particular Application (COPA)

F. AWARD OF CONTRACT

28. Award Criteria

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 TNRDC, based on the capability of the Bidders.

Employer reserves the right to appoint other contractor / contractors for “**Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)**” 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. Tamil Nadu Road Development Company 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 Contract Price** in accordance with Clause 48 of Conditions of Contract. The Performance Security for of the work shall be valid for a period of **13 Months** from the date of Bank Guarantee or **01 Month** beyond the Completion Period whichever is later.
 - b. 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.

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. **Letter of Award/Work Order**

32.1 At the same time that the employer notifies to the successful Bidder that his quote has been accepted. The Employer will issue the Letter Of Award / work order for the work. The conditions of the contract and other related documents shall form part of this work order and shall be binding upon either parties till the contract completion period.

32.2 Upon the furnishing of the Performance Security and execution of Contract Agreement by the successful bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful bidders and upon request to refund the EMD already submitted from the respective bidders, the employer will refund their EMD/Bid Security.

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 **TNRDC**, 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
Tamil Nadu Road Development Company 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)"**
2. TNRDC 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) TNRDC reserves the right, to reject or accept any application, cancel the bidding process and reject all applications; and
 - (b) TNRDC 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 Signatory

Name and Title of Signatory

2. LETTER OF FINANCIAL BID

(Letterhead of the Bidder)

[date]

Chief General Manager

Tamil Nadu Road Development Company 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)”**

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 GST and all applicable 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 GST/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:

3. Confirmation Letter

(Letterhead paper of the Contractor)

To:

[Name and address of the Employer)

Dear Sir,

Sub : Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)

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:

4.BANK GUARANTEE FOR PERFORMANCE SECURITY

BG No dated20__

To

Tamil Nadu Road Development Company 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 20__ for **“Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)”** (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 Tamil Nadu Road Development Company 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)”**

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 -----20__ (hereinafter referred to us as the "**Expiry Date**") which is a period of **13 Months** from the date of this Bank Guarantee or **01 Month** beyond the completion period whichever is later.

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 Authorized official of the Employer before the -----201--- (Expiry date) as mentioned above.

IN WITNESS WHEREOF we have executed this guarantee on this20__.

Signature of Authorized Representative of the Bank

Name and Designation

Seal of the Bank

Signature of Witness

Name of Witness

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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)"

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 TNRDC, 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 Tamil Nadu Road Development Company Ltd. (TNRDC), 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)**”

The **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 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
 - 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22)”** 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.

- 13.7 The Contractor should take risk insurance at their cost against loss due to unprecedented flood and other Acts of God (G.O. Ms. No.620/ Transport Department dated 22.07.78)

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 of Tree Saplings

- (a) Conditions as may be indicated in the Conditions of Particular Application (COPA)
- (b) 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.
- (c) The value of works executed shall be measured by the Engineer, based on that payment will be made on monthly basis.
- (d) The value of works executed shall include the valuation of variations.
- (e) 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.
- (f) 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 along with Detailed Survival Report of Tree Saplings .
 - 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.
- (g) Other conditions as may be indicated in the Conditions of Particular Application (COPA)

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 GST, 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 GST 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:
- State Bank of India or subsidiaries;
 - Any Indian Nationalised Bank; or
 - Any Scheduled bank

as acceptable to the Employer, and denominated in Indian Rupees only. The Performance Security for part-A shall be 2% of the Contract price valid for a period of **13 Months** from the date of Bank Guarantee or **01 Month** beyond the completion period 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 if 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 TNRDC shall affect or prejudice the right of 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 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 TNRDC from all claims or expenses on account thereof and if TNRDC has to pay any money in respect thereof the sum so paid and the costs incurred by 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 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. 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 TNRDC for supervision of the work under his contract and the contractor shall save 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 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 TNRDC and the cost will be deducted immediately from the bill payable to the contractor with a penalty of Rs. 5,000/-

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 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 / Workmen Compensation Policy and E.P.F codes 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 TNRDC indemnified in case any action is taken against 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 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 / TNRDC shall have the right to deduct any money due to the contractor including his amount of performance security. 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 TNRDC.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of 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 of 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 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 TNRDC. The policies should be kept alive till the completion of the contract period.
- ii. 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 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 GST/PAN details as under:

- i) GST No. _____
- ii) PAN No. _____
- iii) ESI / Workman Comp. Policy. _____
- iv) EPF _____

**1% Cess to be paid for the Contract Value as per the notification of Tamil Nadu
Manual Workers Act,1982**

(Format to be filled by the successful bidder)

- 1. Name of the Person
In charge of the Construction Work :
- 2. Place of Construction :
- 3. Total Cost of Construction :
- 4. 1% of the Total Cost of
Construction Work :
- 5. DD No., Date, Amount and Bank
On which Demand Draft is drawn :

COPA

“Condition of Particular Application (COPA) for” **Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthand, Anumanthai and four side plazas along ECR for one year(2021-22):**

Annexure – I

1) Scope & Location of Work:

A) Maintenance of Shrub saplings and weeds removal for 12 months:

The bidder shall maintain the plant saplings, since from the time of planting for a period of 12 months. The work involves regular watering, keeping the main trunk moist properly, mulching, weeding, nurture the shrubs with organic solid / liquid manure, applying necessary chemicals to protect the shrub from Pest and diseases, stacking and pruning. Damaged plants/unhealthy saplings shall be replaced by the bidder within 10 days and to be maintained further. Water towards the maintenance works will be sourced by TNRDC through water tankers.

Bidder should employ qualified & experienced garden supervisors and adequate number of gardeners to maintain the quality of avenue plantation to the satisfaction of TNRDC. Weed removal to be carried out once in a three months by using Bush cutter machine and labour and the exact month for carrying out the work will be intimated to the Engineer in charge in advance. Weed removal in the above said stretch should be completed in all respects within the stipulated time i.e, first month of every three months and the progress of works on day to day basis should be informed to the Engineer in charge of TNRDC. The deployment of the maintenance staff should be done as per the Schedule of the Maintenance Staff under Annexure-II. All the plant saplings shall be periodically examined for termite attacks or plant disease and appropriate measure (application of liquid manures/ growth regulators/ pesticides as per need, so as to keep the plant healthy all the time) shall be undertaken for entire period of the contract. Apart from the essential watering of the plants as per the maintenance manual, nurture the shrubs with organic solid manures and liquid manures, spray bio insecticides, parasites, predators to protect the shrubs from pest and disease.

B) Providing labour on contract basis for carrying out Landscape maintenance work and cleaning work in and around Toll plaza's at Uthandi, Anumanthai, and side plazas like Kelambakkam , CPT&OMR and Vengambakkam along East Coast Road, Tamil Nadu”

1. Providing 13 labourers on contract basis for carrying out Landscape maintenance work and cleaning work in and around Toll plaza's at Uthandi, Anumanthai, and side plazas like Kelambakkam , CPT&OMR and Vengambakkam along East Coast Road, Tamil Nadu”
2. Watering the grass, shrubs, trees and all Plants along the plaza Median, Planter strips, Planters, Islands, Green Belt Development area along ECR daily and as and when required. The Agency provide a Aspee nozzle sprayer at uthandi toll plaza and 1” treaded hose (30mts) to all landscaping area.
3. Manuring the grass, shrubs, and trees as per the specified area. The organic manure should be applied once in three months.

4. Trimming of the trees and Shrubs.
5. Pruning the shrubs as and when required. Replacement of dead plants as and when required. Supply of plants will be taken care of by TNRDC.
6. Lawn mowing as and when required.
7. Climber training.
8. Plant protection by spraying Chemicals/ Pesticide.
9. Removing unwanted vegetation
10. Cleaning and upkeep of Plazas and surroundings areas. Total cleaning area details under Annexure III

Detailed maintenance procedures are available under "Technical Specifications"

Annexure-II

Required Manpower chart for Maintenance of Avenue Shrubs along centre median of ECR:

S.no	Man power Description	Nos
01	Trained Laborers	01

Required Manpower chart for removal of Weeds and pruning works:

SI.No.	Work item	Unit	Quantity
1	Providing labours for removing of weeds and pruning of the existing plants along the centre median of East Coast Road from Km 22/300 to 55/800 for one month of every four months in one year including cost of labour, hire and fuel charges of Bush cutter and all other tools and plants, statutory provisions like ESI and PF, labour insurance, safty jocket, safty cone etc and inclusive of GST and all other applicable Taxes.		
	a) Gardener	Mandays	450
	b) Hire and Fuel charges for Bush cutter machine	Months	3

Required Manpower chart for Landscaping and cleaning work in and around Toll Plaza's:

S.no	Working place	Nos. required (Daily basis)	
		Gardener	Cleaner - II
1	Uthandi Toll plaza	2	2
2	Anumanthai Toll plaza	3	2
3	Kelambakkam Side plaza	1	
4	OMR&CPT Side plaza	1	
5	Vengambakkam side plaza	1	
6	Centre Median	1	
Total		9	4

Annexure : III

Area details for Landscaping and cleaning work in and around Toll Plaza's:

Deetails of work	Uthandi	Anumanthai	Side plazas	Total area
Landscape mtce area in Sqm	1782	7878	471	10,131
Cleaning area in Sqm	12108	7500	5000	24,608

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 : Tamil Nadu Road Development Company Ltd. (TNRDC) 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</p> <hr style="border-top: 1px dashed black;"/> <p>Engineer is : Tamil Nadu Road Development Company Ltd. (TNRDC) 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi, Anumanthai and four side plazas along ECR for one year(2021-22) ”	1.1
The Start Date shall be the date of effect of Contract Agreement	1.1
Contract period: The period of contract for the work is 01 year from the date of commencement / Start date	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 “ Km:22/300 to Km:55/800 of ECR ”	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 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 % of Contract Price as stated in the Letter of Award (LoA) / Work order (WO) shall be valid for 13 Months from the date of Bank Guarantee or 01 Month beyond the completion Period of work whichever is later .	48

Section V

Bill of Quantities

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 Specifications and conforming to the Indian standard specification.
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, 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 Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)

BILL OF QUANTITIES (BOQ)						
S.No	Description of item of work	Unit	Quantity/ Annum	Rate / Each (Rs) inclusive of GST		Amount / Annum (Rs) inclusive of GST
				In Figures	In Words	
1	Providing labour on contract basis for carrying out Landscape maintenance works and cleaing works in and around Toll plaza's at Uthandi, Anumanthai, and side plazas like Kelambakkam , CPT&OMR and Vengambakkam along ECR, inclusive of statutory provisions like ESI and PF, labour insurence, safty jocket, safty cone etc and inclusive of GSTand all other applicable Taxes.					
a)	Gardener (9 nos)	Man days	3240			
b)	Cleaner (4 nos)	Man days	1440			
2	Maintenance of Shrubs at Centre median of ECR: Regular watering and keeping the main trunk moist properly. Apart from this, mulching, nurture the shrubswith organic/ liquid manure. Necessary chemicals to protect the shrubs from pest and diseases, stacking and pruning as detailed in the scope of work - B , Annexure I in COPA and Technical specifications inclusive of GST and all other applicable taxes					
a)	Gardener (1 No)	Mandays	360			
b)	Input cost like Chemical and Fertilizer/Stacking stick etc	Months	12			

Maintenance of Shrub saplings along center median from Km:22/300 to Km:55/800 of ECR including removal of weeds and pruning and maintenance of the Landscape in and around the Toll Plazas and cleaning works at Uthandi and Anumanthai and four side plazas along ECR for one year(2021-22)

BILL OF QUANTITIES (BOQ)						
S.No	Description of item of work	Unit	Quantity/ Annum	Rate / Each (Rs) inclusive of GST		Amount / Annum (Rs) inclusive of GST
				In Figures	In Words	
3	Providing labours for removing of weeds and pruning of the existing plants along the centre median of East Coast Road from Km 22/300 to 55/800 for one month of every four months in one year including cost of labour, hire and fuel charges of Bush cutter and all other tools and plants, statutory provisions like ESI and PF, labour insurance, safty jocket, safty cone etc and inclusive of GST and all other applicable Taxes.					
a)	Gardener (6 Nos)	Mandays	450			
b)	Hire and Fuel charges for Bush cutter machine	Months	3			
Total amount inclusive of GST (Rs)						

(Rupees _____ Only)
 inclusive of GST and all other applicable taxes.

Section VI

Technical Specifications

TECHNICAL SPECIFICATIONS FOR AVENUE SHRUBS PLANTING AND MAINTENANCE WORKS

1) MAINTENANCE:

The Contractor shall maintain all planted areas in 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.

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

2) WEEDING :

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

Weed removal to be carried out once in a three months by using Bush cutter machine and labour and the exact month for carrying out the work will be intimated to the Engineer in charge in advance. Weed removal in the above said stretch should be completed in all respects within the stipulated time i.e, first month of every three months and the progress of works on day to day basis should be informed to the Engineer in charge of TNRDC. If necessary only selective weed killers approved by Site In-charge shall be applied. The Contractor shall be held liable for ensuring that all chemicals are stored and supplied strictly in accordance with the manufacturer's instructions and prevailing Fertiliser & Pest Control Board, Government of India.

3) WATERING:

For every shrub sapling minimum of 20 ltrs of water should be provided on every alternate day. Water will be sourced by TNRDC through tankers; however watering with proper methodology shall be the integral responsibility of the Contractor. Watering should be done from tanker with a hose fixed with sprinkler or sprayer.

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 an optimum moisture content. Watering should be carried out for the entire period of the contract.

4) HOEING OR FORKING:

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

5) PEST AND DISEASE CONTROL:

Whenever mechanical or chemical control methods are followed advice from Site In-charge 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 and control and preventive measures should be sought at the earliest and the same should be informed to Site In-charge.

6) 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 3.0m long and 30 cm of stakes is to be driven into the soil. Place ties at top, middle and bottom of trunk to keep tie secure. Depending on the requirement, multiple stakes should be provided. Contractor shall carry out periodic maintenance of stakes and ties.

7) TIE:

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

8) 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 (complex 17 all) in small doses (10 gms / plant) should be done once in three months, instead of casual heavy manuring.

Raw manure should not come in direct contact with plant. For inorganic fertilizer application, Site In-charge's advice should be taken before application. This would depend on considerations sought such as size, age, condition & species of shrub, 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. Initial mulching is to take place within two days of installation of planting. 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.

9) PRUNING AND RESTORE:

Upon completion of planting work all shrubs which require pruning should be pruned and injuries repaired. Pruning should be done so as not to change the nature habit or special shape of the shrub. 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.

10) REPLACEMENT OF PLANT MATERIAL:

Plants found damaged / mortal are to be replaced within 15 days time. If the Contractor fails to replace the plant within 15 days the TNRDC reserves the right to replace it and recover the cost for the same from the Contractor's bill / security deposit.

11) ADDITIONAL CONDITIONS

- a) Contractor is advised to visit the site where the work is to be performed, before quoting the price. The cost of visiting the site and collecting information for the purpose of the bid shall be on Contractor's account
- b) CONTRACTOR will have to make his own arrangements for tools & tackles required for the work and **TNRDC** will not supply any tools and tackles unless otherwise specified.
- c) Weed removal to be carried out once in a three months by using Bush cutter machine and labour and the exact month for carrying out the work will be intimated to the Engineer in charge in advance.
- d) Weeds should be removed, Surface soil around the plants shall be loosened and turned inside out, and dumped away from planted areas.
- e) All labourers are required to report to the LS supervisor at site before 9 AM during the day of working.
- f) CONTRACTOR should make his own arrangements for procurement / hiring of Bush cutter machine, tools, tackles, garden fork, secateurs, weed remover etc required for the work and **TNRDC** will not supply any tools and tackles.
- g) Weed removal in the above said stretch should be completed in all respects within the stipulated time i.e, first month of every three months and the progress of works on day to day basis should be informed to the Engineer in charge of TNRDC.
- h) On completion of above works, claim for the particular spell/period shall be submitted along with all required documents.
- i) The terms and conditions of the contract stipulated in the contract agreement of the main work remains unchanged and shall be in force.
- j) The Contractor must take all precautions to avoid all accidents by exhibiting necessary 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 / maintenance of work. The agency is entirely responsible for the safety of their workman during working hours at site or beyond the working hours and TNRDC shall be indemnified against any accident minor/ major/ fatal while carrying out the work. The cost of treatment, if any, will be borne by the Agency. Nothing on this account will be paid by TNRDC nor will TNRDC own any responsibility on this account.
- k) All statutory regulations in connection with Insurance, Liabilities, ESI/ PF, Labour law etc shall be the sole responsibility of the agency and TNRDC shall be indemnified against these issues / any loss whatsoever
- l) Contract Price for the above work, which includes ESI and EPF of workers and supply of laborers as per Annexure-II. The Payment will be made on monthly basis and shall be made based on the Duty Log sheets duly countersigned by TNRDC staff. For absence of labour, if any, during the month, the payment will be made proportionately i.e based on total labour man days' during the month

- m) The Contractor shall maintain the shrubs / trees/ grass in good condition till the completion of the entire maintenance period allotted to the Contractor.
- n) No compensation shall be payable to the Contractor for any damage caused by rains, wind, floods during maintenance of work. Nothing extra will be payable on this account.
- o) As per the tender conditions, required manpower, authorized Supervisor has to be present in the work site. Separate register for attendance has to be maintained in the site, which will be periodically monitored by TNRDC and payments shall be made accordingly. If Contractor fails to maintain such requirement the necessary cost deduction towards such lapse shall be done by TNRDC on pro-rata basis.
- p) Contractor shall clear the site throughout the entire maintenance period. Lift out of waste materials immediately on completion of the replacement of defective plants and properly clean the site to the satisfaction of the TNRDC In-charge, otherwise the site will be cleared by the department and cost shall be deducted from the monthly bills.
- q) At least one authorized representative should always be available at site of work to take instructions from departmental officer and ensure proper maintenance / execution of work.