



CHENNAI METRO RAIL LIMITED

CMRL/CON/PH-I Extn/ECV-102/H&L/2020

**“SHORT TENDER FOR ITEM RATE CONTRACT FOR
CARRYING OUT HORTICULTURE & LANDSCAPING
WORKS IN MEDIAN OF CMRL Phase-I (Extn.) FROM
CHAINAGE 6151.00 TO 9000.00 INCLUDING
MAINTENANCE FOR A PERIOD OF TWO YEARS”**

HORTICULTURE & LANDSCAPING WORKS

TENDER DOCUMENT

SINGLE PACKET SYSTEM

**CHENNAI METRO RAIL LIMITED
CMRL DEPOT, ADMIN BUILDING,
POONAMALLEE HIGH ROAD, KOYAMBEDU,
CHENNAI – 600 107
INDIA**

HORTICULTURE & LANDSCAPING

**CHENNAI METRO RAIL LIMITED****Contract No. CMRL/CON/PH-I Extn/ECV-102/H&L/2020****INDEX**

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SECTION I

FORM OF TENDER

HORTICULTURE & LANDSCAPING

FORM OF TENDER

Date:

To:

Chief General Manager (A&CM)
Chennai Metro Rail Limited
Administrative Building, CMRL Depot,
Poonamallee High Road,
Koyambedu, Chennai – 600107.

1. I/ We have read and examined the Notice Inviting Tender and Instructions to Tenderer, General Rules and Directions, Conditions of Contract, Clauses of Contract like, Special Conditions of Contract, Technical Specifications and Schedule of Quantities contained in the Tender Document for the work.
2. I / We hereby tender for the execution of the work specified in “Bill of Quantities ‘within the time specified, and in accordance in all respects as per ITT, “Special Conditions of Contract & technical Specifications ‘and “General Conditions of Contract so far as applicable.
3. Should this Tender be accepted, I / We undertake to commence the work within 7- days of issue of Letter of Acceptance or any other day as specified therein for the work and further undertake to complete the **horticulture and landscaping works** as comprised in the Contract **within 90 Days** from the date of Commencement and carry out **maintenance for 730 days thereafter.**
4. We agree to keep the tender open for **60 (Sixty) days** from the due date of submission thereof and not to make any modifications in its terms and conditions
5. A sum of **Rs 60,000/- (Rupees Sixty thousand only)**, is hereby forwarded in the form of / Banker ‘s cheque / Demand Draft / an irrevocable unconditional Bank Guarantee drawn from a Public Sector Bank in favour of **Chennai Metro Rail Limited** payable at Chennai as the Earnest Money deposit / Bid Security. (Details are provided in NIT).
6. If I/ We withdraw my / our tender within the Validity period of 60 days from the due date of submission thereof or make any modifications in the Terms and Conditions of the Tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposit/ Bid security absolutely.
7. I/ We hereby agree that I/ We shall sign the Formal Agreement with the Employer within **15-days** from the date of issue of Letter of Acceptance. In case of any delay, I/We agree that we shall not submit any Bill for Payment till the Contract Agreement is signed.
8. I/ We hereby declare that I/We shall treat the tender documents and other records connected with the work as secret / confidential documents and shall not communicate information derived there from to any person other than a person to whom I/ We am/ are authorized to communicate the same or use the information in any manner prejudicial to the safety rights of the Employer.
9. I/ We hereby declare that I/We have not laid down any condition / deviation to any Condition of Tender in the Technical and / or Financial Bid. I/We agree that in case any condition is found to be quoted by us in the Technical and / or Financial Bid, my /our Tender may be rejected and my/ our Earnest Money / Bid security forfeited in full.

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10. I/ We understand that the Employer is not bound to accept the lowest or any tender he may receive. I/We also understand that the Employer reserves the right to accept the whole or any part of the tender and I/We shall be bound to perform the same at the rates quoted.
11. I am / We are signing this Tender offer in my / our capacity as one / those authorized to sign on behalf of my/ our company/ as one holding the Power of Attorney issued in my favour. I/We enclose an attested copy of the Authority to Sign/ Power of Attorney.
12. I/ We declare that we have not been blacklisted or suspended for business or deregistered by any central / state government department Public sector undertaking or Metro Rail Corporations. Also none of our works have been rescinded by client after award of contract during last 3 years.
13. I/ We declare that we have not have suffered bankruptcy/ insolvency during the last 3 years. (If otherwise, then the reasons and the details for the same need to be submitted).
14. Attached herewith are the following:
 - i) Income Tax and Sales Tax clearance certificates for the **last three years** issued by the appropriate authority:
 - ii) Demand Draft for **Rs 10,000/-** towards cost of Bid documents in case not purchased in the counter and is downloaded from website.
 - iii) Bid Security for **Rs. 60,000/-** in the form of:
 - a) Demand Draft (*Furnish details of the Demand Draft*)
 - b) BG No.....(*Furnish details of BG*)
15. Attached to this letter are copies of original documents defining:
 - i) The Bidder's legal status;
 - ii) The principal place of business;
 - iii) The place of incorporation (for Bidders that are corporations) or the place of registration and the nationality of the owner (s) for Bidders that are partnerships or individually owned firms).
16. The Chennai Metro Rail Limited and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this Bid, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Bid Submission Sheet will also serve as authorization to any individual or authorized representative or any institute referred to in the supporting information to provide such information deemed necessary and requested by the Chennai Metro to verify statements and information provided in this Bids, or with regard to the resources, experience and competence of the Bidder.
17. I/ We confirm that all the Annexure (A to F) & Appendix (1 to 10) as required under this contract are filled and signed.
18. The undersigned declare that the statement made and the information provided in the duly completed Bids are complete, true, and correct in every detail.

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Seal & Signature of Authorized Person/s of bidder

Date

Name

Name of Firm

Postal Address

Witness:

Signature:

Date

Name

Address

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Check List

Bidder shall check the submission of relevant details and documents as mandated in the tender document, before submission of bids.

SI No	Description	Tenderer's Response YES / NO
1	Whether Bid / Tender Security Amount (Earnest Money Deposit) of Rs 60,000/- (Rupees Sixty thousand Only) is Enclosed ?	
2	Whether proof for having achieved a minimum Average Turnover (Should be at least Rs.10 Lakhs) during last 3 years (2019-2020, 2018-2019, 2017-2018) ending March 31st 2020 is Enclosed?	
3	Whether proof for Tender experience having successfully completed similar works during last 3 years (Should have completed after 01/11/2017 or Before 31/10/2020) is Enclosed?	
4	Whether Financial Data along with Audited Balance Sheet for Last 3 Years with CA attested copies Enclosed?	
5	Whether companies Net Worth is positive?	
6	Whether Bankers' Credit Facility /Overdraft Certificate for Rs.10 lakhs is enclosed?	
7	Whether List of Key Personnel CV's Proposed to be deployed for the work is Enclosed?	
8	Whether bid is submitted in a Single packet as a sealed cover with two covers inside. 1. Cover -1 EMD and cost of bid document. 2. Cover -2 Technical and Price Bid.	
9	Whether all the required appendix Forms and Certificates filled and Enclosed?	

This Check List is only illustrative and not exhaustive. Hence the bidder is requested to go through the entire document and submit all relevant documents and details.

NOTE:

1. Copies of the documentary evidence to be furnished in support of the requirements.
2. The tenderers should furnish the original documents when called for at the time of tender evaluation to verify the copies of documentary evidence furnished along with the pre-qualification documents.
3. The audited balance sheet /profit and loss account etc., to be furnished by the tenderer should be properly endorsed by the auditors as verified with reference to the particulars furnished by the individual.

SECTION II

BID DATA SHEET & APPENDICES

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**CHENNAI METRO RAIL LIMITED**

CHENNAI 600107, INDIA

NIT No: CMRL/CON/PH-I Extn/ECV 102/H&L/2020

NOTICE INVITING TENDER**SHORT TENDER****National Competitive Bidding**

CMRL invites Sealed Tender from reputed, experienced, financially sound, eligible applicants, who fulfill the qualification criteria as mentioned in the tender through National Competitive Bidding (NCB) under Single Stage Single Envelope (Technical & Financial) system for the works as detailed below.

1.	Name of work	Tender No: CMRL/CON/PH-I Extn/ECV 102/H&L/2020:- Short tender for Item rate contract for carrying out Horticulture and Landscaping works in median of CMRL Phase – I (Extn.) From Chainage 6151.00 To 9000.00 Including Maintenance For A Period Of Two Years
2.	Tender validity	60 days from the date of submission of tender.
3.	Tender Security Amount (EMD)	<p>a) Amount: The total bid security / EMD amount shall be equivalent to INR 60,000.00 (Rupees Sixty thousand only) and submitted in the form of Bank Guarantee (BG) or via RTGS transactions to the below mentioned CMRL Bank account.</p> <p>b) Validity: In case of EMD by BG, it shall be valid for 88 days from date of stipulated Bid submission date i.e up to 26.02.2021 or later</p> <p>c) Submission of Originals: Tender Security in case of BG / Demand Draft (<i>in originals</i>) shall be accepted only up to 15.00 hrs on 30.11.2020 in the office of AGM (CP) at the address mentioned hereinafter.</p> <p>d) In case of RTGS / NEFT transactions, bidders shall submit the copies of transaction of payment on or before last date of and time of Bid submission.</p>
4.	Duration of Contract period of the work (Completion)	90 days for completion of Horticulture and landscaping works and carryout maintenance of for a period of 730 days thereafter.
5.	Details of NIT/ Tender Document	NIT/Tender Notice Publication date in Newspapers/CMRL website: 13-11-2020. The Tender documents can be collected on date 17.11.2020 or after from the Room no: 507 Office of Addl. General Manager (Contract Procurement) , V th Floor, Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai 600 107.
6.	Bid Submission fee (Non-refundable)	There will be a non-refundable tender Fees of INR 10,000/- (Rupees Twenty Thousand only) including GST to be paid by NEFT/RTGS/Demand Draft. A copy of GST Registration Details of Bidder are to be provided along with tender fees.
7.	CMRL BANK Details	<p>a) Beneficiary name : M/s Chennai Metro Rail Limited</p> <p>b) Beneficiary bank : Canara Bank, Teynampet Branch, Chennai-600 018</p> <p>c) Current Account No : 0416214000030</p> <p>d) IFSC Code : CNRB0000416</p>
8.	Pre-bid Meeting	23.11.2020 @11:00 hrs at CMRL Admin Building, 1st Floor. Koyambedu, Chennai 600 107.
9.	Last date of Seeking Clarifications	23.11.2020 upto 18.00 hrs Queries/clarifications from bidders after due date and time shall not be acknowledged.
10.	Authority and place for submission of Bid Document cost, Tender Security amount, seeking clarifications & Pre-Bid Meeting	Office of Addl. General Manager (Contract Procurement), Chennai Metro Rail Limited, Room No 507, V th Floor Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai 600 107. Tel No.044-2379 2000, Extn: 22347 Fax No.044-2379 2200, Email id:gurunath.reddy@cmrl.in
11.	Last Date for issuing addendum and pre- bid replies	25.11.2020 upto 18.00 hrs
12.	Last Date and Time of submission/uploading of Tender	30.11.2020 upto 15:00 hrs
13.	Date and Time of opening of Tender (Technical Bid)	30.11.2020 at 15:30 hrs
14.	Bidders barred from bidding for this work	Those bidders who have abandoned any contract executed for any GCC/CMDA and Metro Rail Corporation in India, or Tamil Nadu State Govt, during last 03 years, and / or whose contracts have been terminated, and/or bidders who have been blacklisted and/or banned by any Metro Rail Corporation in India or Tamil Nadu State Govt. and currently if the ban is effective as on date of submission of bid, are NOT ELIGIBLE to participate in this tender.
15.	Website from which any additional information can be obtained	www.chennaimetrorail.org

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FORM – 1**REQUIREMENTS UNDER GENERAL CONDITIONS OF CONTRACT (GCC)**

Sl. No.	DESCRIPTION	REF TO CLAUSE NO.	REQUIREMENT
1	Amount of Performance Security	Sub-Clause 15 of GCC	7.5% of the Contract Price in INR
2	Amount of Third Party	Sub-Clause 23 of GCC	One percent (1%) of the Value of the Total
3	Latest "date for commencement of the Works	Sub –Clause 30 of ITT and Sub-Clause 51 of GCC	7 Days from date of issue of LOA
4	"Time for completion of the work	Sub –Clause 30 of ITT	90 days for completion of Horticulture and landscaping works and carryout maintenance of for a period of 730 days thereafter.
5	Liquidated Damages	Annexure A of ITT	Amount as stipulated against Each Key date.
6	Limit of Liquidated Damages	Sub-Clause 56 of GCC	5% of Contract Value
7	Contract Key Dates	Annexure A of ITT	Annexure A
8	Percentage of Retention Money	Sub-Clause 15.3 of GCC	5% of IPC
9	Limit of Retention Money	Sub-Clause 15.3 of GCC	2.5% of Contract Value
10	Insurance cover for other requirements as specified in GCC	Sub-Clause 23 of the GCC	100% of the Total Contract Price.
11	Period in which all the insurances have to be effected	Sub-Clause 23 of the GCC	Within 15 days from the "Date of LOA"
12	Name and Address of the Contractor		(Tenderer to complete)
13	Name and address of the Employer	NIT	Chennai Metro Rail Ltd. Administrative Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai- 600107

Place:

Date:

Seal Signature of Authorized Signatory of Bidder

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FORM – 2

Bid Data Sheet

Instructions to Tenderer (ITT) Clause Reference	Bid Data															
	A. General															
1.1	SHORT TENDER FOR ITEM RATE CONTRACT FOR CARRYING OUT HORTICULTURE & LANDSCAPING WORKS IN MEDIAN OF CMRL Phase-I (Extn.) FROM CHAINAGE 6151.00 TO 9000.00 INCLUDING MAINTENANCE FOR A PERIOD OF TWO YEARS															
11	The bidder should have achieved a minimum Average Annual Turnover of Rs.10.0 Lakhs during the last 3 years ending 31 st March of the previous financial year (2019-20, 2018-19, 2017-18) in Horticulture / Landscaping Works.															
8.6	<p>Tender Experience of having successfully completed similar works during last 3 years (Should have completed after 01/11/2017 or Before 31/10/2020) for Centre Government of India / State Government Department / Government undertaking in India / reputed Private organization / Autonomous bodies should be either of the following</p> <p>a) One similar completed works costing not less than the amount Rs.25 Lakhs.</p> <p>b) Two similar completed works costing not less than the amount Rs.15 Lakhs each.</p> <p>c) Three similar completed works costing not less than the amount Rs.10 Lakhs each.</p> <p>Similar Work” means landscaping / Horticulture works in median of any highway or urban road for a minimum length of 1 Km or 3000 Sqm of area in any campus.</p>															
Annexure - B	<p>The minimum Key personnel required for the work</p> <table border="1"> <thead> <tr> <th>Sl. No</th><th>Position</th><th>Minimum Qualification</th><th>Number</th><th>Total Experience in Years</th></tr> </thead> <tbody> <tr> <td>1</td><td>Horticulturist</td><td>B.Sc / Diploma in Horticulture</td><td>1</td><td>5</td></tr> <tr> <td>2</td><td>Gardner</td><td>10th Standard</td><td>2</td><td>5</td></tr> </tbody> </table>	Sl. No	Position	Minimum Qualification	Number	Total Experience in Years	1	Horticulturist	B.Sc / Diploma in Horticulture	1	5	2	Gardner	10 th Standard	2	5
Sl. No	Position	Minimum Qualification	Number	Total Experience in Years												
1	Horticulturist	B.Sc / Diploma in Horticulture	1	5												
2	Gardner	10 th Standard	2	5												
10	Audited Balance Sheet for the Last three Years attested copies to be attached to prove the Net worth being Positive.															

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	B. BIDDING DOCUMENTS
16.1	Bid shall be submitted as a Single packet in a sealed cover with two covers inside. 1. Cover -1 EMD and cost of bid document. 2. Cover -2 Technical and Price Bid.
18	Rates and prices quoted by the Bidder shall not be subject to changes / adjustments during the performance of the contract
4	The period of Bid validity shall be valid for 60 days after the date of bid submission deadline.
25	The amount of bid security Bid / Tender Security Amount (Earnest Money Deposit) shall be Rs 60,000/- (Rupees Sixty thousand Only) as provided in ITT or other forms as per conditions of contract.
	In case the bid is downloaded from the website an non-refundable amount of Rs 10,000 (Rupees ten thousand only) to be provided towards bid cost.
	C. Submission of Bids
16	The address for the purpose of any clarification is Office of Addl. General Manager (Contract Procurement) Chennai Metro Rail Limited, Room No. 507 V th Floor, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai –600107, Tamilnadu, India.
30.3.8	The deadline for submission of bids shall be 30/11/2020 up to 15.00 Hrs
	D. Bid Opening and Evaluation
16	The opening of the Bid shall take place at the Chennai Metro Rail Limited, Admin Building, CMRL Depot Poonamallee High Road, Koyambedu, Chennai –600107, Tamilnadu, India.

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APPENDIX – 1

DECLARATION BY THE BIDDER/ TENDERER

I/We _____ hereby declare that
I/We am/ are not in any way related to any officer who is in charge of
or having control of this work.

I/We agree that if, at any stage, it is found that this declaration is untrue, the bid security /
performance security paid by me/ us will be forfeited and the contract entered will stand cancelled.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

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APPENDIX – 2**GENERAL INFORMATION OF BIDDER**

Sl. No.	Description	Answers To Be Furnished By The Bidder
1	Name of Firm	
2	Nationality	
3	Head Office Address Postal Telex No Fax No. E-Mail	
4	Type of Organization Individual Partnership Incorporated company	
5	Year & Place of establishment	
6	Bidders Authorized signatory (Name, Designation, address, Contact No.)	
7	Bidders Authorized Representative (Name, Designation, address, Contact No.)	
8	Give brief description of field/ areas in which you have executed work. Please furnish details and particulars of such works in the relevant formats attached.	
9	Are you registered with any other Government/ Department / Public undertaking (if yes, give details)	
10	What are your sources of finance (Please give details of bank reference – certificate from bank endorsing your financial stability and certificate to substantiate other sources)	
11	Give the last three years account with auditor's reports, balance sheet, profit and loss account	

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Sl. No	Questions	Answers to be furnished by the bidder
10	a) How much is your paid up capital b) How much is your working capital c) How much is your annual turnover for the last three years (Give separately for each year) d) How much is your net income for the last three years (Give separately for each year)	

FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: -

- a) Affidavit in case of Proprietary firm.
- b) Partnership Deed in case of partnership firm.
- c) Memorandum & Article of Association in case of a Public/Private limited company.
- d) Authorization / POA in favour of authorized signatory of tenderer to sign the tender.

Note: Tenderer's authorized representative shall be deemed to have authority of the tenderer to receive and deliver any correspondence and attend meetings with CMRL related to the work.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

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APPENDIX - 3**LIST OF KEY PERSONNEL PROPOSED TO DEPLOY FOR THE WORK**

Sl. No	Name	Position	Qualification	Years of Experience in the relevant field
1				
2				
3				

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

Note:-

- 1 Bidder should attach CV's of Each proposed Key Personnel.
- 2 All the CV's should be signed by the authorized signatory of the bidder.
- 3 Bidder should engage one Horticulture expert who holds a diploma or degree in general science / Horticulture and has five years of experience in Landscape / Horticulture works.
- 4 Bidder should also propose 2 Gardeners at least 10th Standard pass and have experience of gardening works for 5 years.

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APPENDIX - 4**SPECIFIC WORK EXPERIENCE****NAME OF THE TENDERER: -**

1. Name of work	
2. Agreement / contract No.	
3. Client	
4. Scope / Nature of work	
5. Date of start	
6. Stipulated date of completion	
7. Actual date of completion	
8. Total value of work done on completion (01/11/2017 to 31.10.2020 in case of works in progress)	
9. Value of Work Done in Horticulture and Landscaping works.	
10. Ref to client 's completion certificate	

NOTE:

1. Separate sheet shall be used for each work.
2. In case the work is executed for private client, copy of work order, bill of quantities, bill-wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.

*Similar Work” means landscaping / Horticulture works in median of any highway or urban road for a minimum length of 1 Km or 3000 Sqm of area in any campus.

i) In support of having completed above works attach attested copies of the completion certificate from the owner companies indicating the name of work, the description of work done by the bidder, date of start, date of completion (contractual & actual), value of contract as awarded and as executed by the bidder and value of material supplied free by the client. If the client is a private company, the Certificate from the Company must be supported by TDS Certificate.

ii) Information must be furnished on only works carried out by the bidder in his own name. works carried out, as a partner in the joint venture shall be included in this Performa. proportionate to his percentage participation in that joint venture

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APPENDIX- 5**FINANCIAL DATA
(FINANCIAL STANDING)**

Tenderer's legal name

Date:-

(All figures are Indian Rupees in crores)

Sl. No	Description	Financial Data for Last 3 years (Indian Rupees)		
		2019 -2020	2018-19	2017-18
1	Total Assets			
2	Current Assets			
3	Total External Liabilities			
4	Current Liabilities			
5	Annual Profit before taxes			
6	Annual Profit after taxes			
7	Net Worth {= 1- 3}			
8	Working Capital {= 2 – 4}			
9	Gross Annual Turnover			

Note: -

Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above, complying with the following conditions.

1. All such documents shall reflect the financial data of the Tenderer, and not sister or Parent Company.
2. Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
3. Historic financial statements must be complete, including all notes to the financial statements.

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APPENDIX 6**Proforma for submission of Credit Facility****To**

The CGM (A&CM)
Chennai Metro Rail Limited

This is to certify that M/s. _____ is a reputed company with a good financial standing. We are ready to offer overdraft facility to an extent of Rs_____. for the said project Horticulture and Landscaping works in Median for CMRL phase -1 Extn.

Signature of Authorized Signatory

Name

Date

Seal and Address of Bank

Note: -

1. Bidder to provide a separate overdraft / credit facility from any scheduled bank to that extent of required solvency to meet their working capital requirement for executing the above contract.

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APPENDIX- 7**Proforma for Submission of Past Contractual Performance**

This is to certify that We, M/s _____, in submission of this offer confirms that:

- i) We have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- ii) We do not have records of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion, litigation history or financial failures in the last 3 years.
- iii) Business has not been suspended / banned with us by the central / State Government Department/ Public Sector Undertaking or Enterprise of Central / State Government / Metro Rail Corporations in the last 3 years.
- iv) The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

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Appendix -8

STAFFING SCHEDULES AND ORGANISATION CHART

1. We hereby confirm to deploy the minimum manpower with prescribe qualifications and experiences as detailed in Annexure-B of ITT
2. We also confirm to deploy manpower required for safety as per General instructions and as per the Tender requirements.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

Note: The Tenderer shall provide a complete Staffing Schedule and Organization Chart he proposes for the work which has to satisfy the requirement of item 1 & 2 above.

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APPENDIX 9**UNDERTAKING FOR NOT ENGAGING IN CORRUPT & FRAUDULANT PRACTICE**

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the tender price will not any such amount.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

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APPENDIX 10

DECLARATION

I/We have downloaded the Tender forms from the Internet site www.chennaietrorail.org and I/we have not tampered / modified the tender forms in any manner. In case, if the same is found to be tampered / modified, I/we understand that my/our tender will be summarily rejected and the Tender / Bid Security deposited will be forfeited and I am/we are liable to be banned from doing business with CMRL and/or shall be prosecuted.

SIGNATURE OF AUTHORIZED SIGNATORY

Date:

SECTION III

INSTRUCTIONS TO TENDERER

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INSTRUCTIONS TO TENDERER**1. GENERAL**

- i. All work proposed for execution by contract will be notified in a form of Notice Inviting Tender and Instructions to Tenderers (NIT & ITT) published in CMRL published.
- ii. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, the amount of Bid security / Earnest Money to be deposited with the tender, the amount of the Performance Guarantee to be deposited by the successful tenderer or to be deducted from bills towards the same. Copies of the specifications, designs and drawings and any other documents required in connection with the work shall also be open for inspection by the Contractor at the office of officer inviting tender during office hours during the period mentioned in the NIT and ITT.
- iii. The tender must be signed by the person / persons competent to sign as indicated in the NIT and ITT.
- iv. All pages in the Technical Bid (Both Original and Copy) should be page numbered sequentially.
- v. All pages of the Technical bid (both original and copy) should be signed by authorized signatory.
- vi. All credentials including the copies of performance certificates and Bankers certificates enclosed for the bids shall be identified as the documents submitted by the bidder over their signature with office seal.
- vii. Any document / credential submitted without signature of authorized persons will not be considered for evaluation.
- viii. Bidders should produce the originals for the performance / client certificate for verification whenever required with the copies of those certificates enclosed along with the bid.
- ix. Bidders should furnish all the details pertaining to the Qualification Criteria in Abstract Qualification Information and sign the declaration with full signature. If the space available in the Table is insufficient, additional sheets may be furnished in the specified format separately with declaration.

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- x. The copy of technical bid shall be properly bounded in separate volumes as specified and submitted along with necessary documents.
- xi. The bidders shall not do any correction/ alteration on the bid document as found in the website or supplied documents and he shall abide by all the terms, conditions and specifications contained in the bid document. When there is alteration / correction found in the bid document (downloaded / supplied documents) submitted by the bidder then the printed version of the bid document and replies to queries & addendum of the department will be binding on the bidder. If the bidder does not accept the printed version of the department in case of alteration / correction found in the submitted document of the bidder, then the bid is liable for rejection with forfeiture of bid security.

1.1 SCOPE OF WORK

The scope of the contract covers plantation of shrubs / Hedges, ornamental plants, Palms, landscaping/ horticulture works in the road median including watering within 90 days from the date of commencement and maintenance of the same for a period of 730 days (two years) for an approximate length of 3 Kms of Phase-1 Extension of CMRL project.

The maintenance shall be done for a period of 730 days (two years) from the period of completion and shall include watering, manuring, fertilizing, plant protection for pests and diseases, sweeping, weeding, and clipping of garden refuse, cultivation and cutting of edges, pruning and clipping of hedges, etc.

Note: The Whole work can be converted into stages as per requirement of the project. No extra claims by Agency against remobilization of staff and equipment will be entertained

Sl.No.	Description of Corridor
1	CMRL Phase 1- Extn. Chainage 6151.00 – 9000.00 (P143 – P268) from Thiruvottiyur Theradi Station – Wimconagar Depot

The above corridor is given just for tentative idea and so is subject to change. The work will be done at site for the corridor as per instruction of Engineer-in-charge.

1.1.2 The work of Horticulture and Landscaping works is to be done in the median portion created between the viaduct Piers on Thiruvottiyur High Road. The Roads have live traffic throughout the day and during night. Tenderers have to familiarize themselves visiting the site. They shall submit a Site Familiarization Certificate as asked under ITT para 29.

1.1.3 The successful tenderer shall coordinate with the civil contractor and take over the median Stretches to carry out the works under the scope of this tender and to complete the same.

1.1.4 Successful bidder shall ensure that no damage is carried to the permanent structures of CMRL while carrying out his works

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2 TENDER SUBMISSION

Instruction to the Tenderers regarding Tender Documents downloaded from Internet:

Tender Documents can be downloaded from the internet and printout is to be taken on A4 or appropriate size papers and it is advisable that the downloaded Tender Documents are printed through laser printer only.

Tenderers are free to download the Tender Documents at their own risk, for the purpose of perusal as well as for using the same as Tender Documents for submitting their offers. A Master copy of the Tender Document is available in the CMRL office. In case of any discrepancy between the Tender Document submitted by the bidder and the master copy, the latter shall prevail and will be binding on the Tenderers. No claim on this account will be entertained.

- Tenderers are advised that there is a non-refundable submission fee payable; refer to NIT.
- A declaration should be signed by Tenderers, who have downloaded the Tender Documents from the internet, when submitting their Tender as per Appendix 10.
- Bidder should take into account any corrigendum, Addendums etc. published on the tender document before submitting their bids.

3. Form of Tender

The Form of Tender shall be completed and signed by duly authorised and empowered representative of the Tenderer.

4. Tender Validity

The offer by bidder should be valid for a period of 60 days from stipulated date of opening of the tender. Tenderers are requested to give unconditional offers. A conditional offer, having financial repercussions, is liable to be rejected.

5. Pre-Tender Meeting

Pre-Tender meeting shall be held on the date and location given in the Key details of NIT. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The tenderer is requested to submit any question in writing or by E-mail, to reach the Employer not later than the last date of seeking clarification as mentioned in NIT. Any modification of the Tender Documents which may become necessary as a result of the Pre-Tender meeting shall be made available by the Employer through the issue of an Addendum in CMRL website.

6. Late or Delayed Tenders

6.1 Tenders must be submitted in CMRL office at the address, date and time specified in the Notice of Invitation to Tender. Tender received after due time of receipt of tenders is "Delayed" tender and those received after the start of opening are "Late" tenders.

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6.2 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with NIT. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late / delayed, and shall be rejected, and returned unopened to the Bidder.

6.3 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with NIT, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

7. Extension of Tender submission:

7.1 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with NIT, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

7.2 Eligible Tenderers

This is a **SHORT Tender** with Open National competitive bidding (local) and all companies, corporations, partnership firms, consortium or Joint Ventures who are involved in execution of this type of work and those who fulfill the financial soundness and work experience criteria and other requirements laid down in this document are eligible to participate. The Tenderers are advised to refer Instructions to tender regarding the required Qualification of the Tenderer, Eligibility Criteria - Work Experience, Financial Standing, and other requirements.

8. Eligibility Criteria:

8.1 Deleted

8.2 Deleted.

8.3 Conflict of Interest:

Bidder shall not have a conflict of interest. A Bidder shall not be employed under any of the circumstances set forth throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to CMRL

- A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.
- A firm that has a close business relationship with CMRL professional personnel, who are directly or indirectly involved in any part of:
 - (i) The preparation of the prequalification and Bidding Documents for the Contract,
 - (ii) The prequalification and Bid evaluation, or

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(iii) The supervision of such Contract shall be disqualified.

- Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid.

8.4 Deleted

8.5 Qualification Criteria

The bidders will be treated as qualified only if they submit following details along with their submission

1. **Conflict of Interest** – Should have no Conflict of Interest as described in ITT 8.3. A Declaration should be submitted in this regard
2. **Financial Performance:** - Bidder shall submit audited balance sheets or other financial statements for the last 3 years demonstrating bidders financial position and its net worth. – Appendix 5 to be filled and submitted.
3. **Average Annual Turnover:** - Bidder shall submit audited balance sheets or other financial statements for the last 3 years demonstrating bidder's annual turnover. – Appendix 5 to be filled and submitted.
4. **Credit Facility:** - Bidder shall submit a proforma of Credit facility / overdraft certified from any Schedule bank to the extent of required solvency to meet their working capital required for executing the above contract. – Appendix 6 to be submitted through schedule Bank as a Bankers certificate.
5. **Specific Work Experience:** - Bidder shall submit experience of executing specific similar works under contracts for at least last three years - Appendix 4 to be filled and submitted.
 - One single Similar Completed work costing not less than amount of Rs.25 Lakhs.
 - Two similar completed works costing not less than amount of Rs.15 Lakhs each.
 - Three Similar completed works costing not less than amount of Rs.10 Lakhs each.

Similar Work" means shall be landscaping / Horticulture works in median of any highway or urban road for a minimum length of 1 Km or 3000 Sqm of area in any campus.

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8.6 Work Experience:

The Tenderers will be qualified only if they have completed work(s) during last Three (3) years ending (Should have completed after 01/11/2017 or Before 31/10/2020) as given below:

- 8.6.1. The bidder should have satisfactorily completed in its own name at least one work of similar nature of minimum value of Rs. 25 Lakhs (Rupees Twenty five Lakhs only) or Two works of similar nature of minimum value of Rs 15 Lakhs each (Rupees Fifteen Lakhs only) or Three works of similar nature of minimum value of Rs. 10 Lakhs each (Rupees Ten Lakhs only) during the last three years prior to the date of submission of the bid.
- 8.6.2 Works completed prior to or after the cut-off date shall not be considered. A weight age of 5% (Compounded annually from the date of completion of the work to the submission of the bid) shall be given for equating the value of the works of the previous years to the current year.
- 8.6.3: Similar Work” means landscaping / Horticulture works in median of any highway or urban road for a minimum length of 1 Km or 3000 Sqm of area in any campus. Only such work will be considered which are substantially (80%) completed for which the certificate to be furnished.

The bidder shall submit the details of such works as per the format at Appendix-4 of NIT. In support of having completed these works, the firm should submit copies of the certificates from the owner companies indicating the name of work, the description of work done by the bidder, the value of contract executed by the bidder, date of start, date of completion. The offers submitted without this documentary proof shall not be evaluated.

9. Profitability: Deleted**10. Net Worth**

Net worth of Tenderer during One out of last Three audited financial year should have been positive (+).

11. Annual Turnover:

- 11.1: Bidder in its own name should have achieved a minimum average annual financial turnover of Rs. 10 Lakhs (Ten lakhs only) over the last Three years i.e. ending 31/03/2020
- 11.2: Financial data for latest 3 years has to be submitted by bidders in years as per the format at Appendix-5 of NIT along with the audited Balance Sheets of last three years. If Audited Balance Sheet is not submitted, the bid submission will be considered as Non-responsive.

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12. TENDER DOCUMENTS

The Tender documents consist of:

- Sec – I Form of Tender (FOT)
- SEC – II Notice Inviting Tender (NIT)
- SEC – III Instructions to Tenderers (ITT)
- SEC – IV General Conditions of Contract (GCC)
- SEC – V Special Conditions of Contract (SCC)
- SEC – VI Technical Specifications,
- SEC – VII Tender Drawings and
- SEC – VIII Bill of Quantities (BOQ) / Pricing Documents

13. Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Documents by issuing addenda. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer. If so specified, the Employer shall also promptly publish the addendum on the Employer 's web page. To give Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids.

14. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer / CMRL will in no case be responsible or liable for those costs.

15. Clarification of Bids and Contacting the Employer

From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, 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. Any effort by the Bidder to influence the Tender Inviting Authority in the Employer's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders Bid.

16. Submission of Bids

Bidders should submit their bid before the last date of submission as given in the NIT in the tender box provided at Chennai metro rail Limited, Admin Building, CMRL Depot, Poonamallee High Road, Koyambedu, Chennai-600107, Tamilnadu. Tenders can also be submitted by post or courier, provided that the Tender Inviting authority shall not be responsible for any delay in transit in such cases.

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16.1 Sealing and Marking of Bids

The Bid shall be submitted in single packet, addressing the Bid authority and it shall be in sealed cover super scribing cover No, Bid No, Name of work, list of enclosures, name and address of Bidder. The tender should be signed on each page by the contractor while submitting in sealed Packet. The Bid shall be submitted in 2 parts simultaneously, addressing the Bid authority and each part shall be in separate sealed covers super scribing cover No, Bid No, Name of work, list of enclosures, name and address of Bidder. The Bidders shall then put the two sealed envelopes into an outer envelope, sealed, addressing the Bid authority, super scribing the name of work, list of enclosures, name and address of the Bidder.

Cover No.1- EMD and Cost of Bid Document (Volume I)

This cover should be marked as Cover number – 1, and shall contain payment Instrument with regards to Earnest Money Deposit and Cost of tender document to be submitted as required under terms of Contract

Cover No.2 – Technical and Price Bid (Volume II)

This cover should be marked as Cover number – 2 and shall contain tender document and, Price Bid documents (Volume II).

The Bidder shall be responsible for properly super scribing and sealing the cover in Which the Bid is submitted and Bid inviting authority shall not be responsible for accidental / misplacement/premature opening of the covers that are not properly super scribed and sealed as mentioned in Clause 16.1

16.2 Bid Opening

The Bid will be opened at the time and date outlined in the Bid Data sheet, in the presence of Bidders/ authorized representatives who choose to attend. The Bidders names, and the presence or absence of Bid Security, and such other details as the Tender Inviting Authority may consider appropriate, will be announced by the Tender Inviting Authority at the opening.

The Bid marked as Cover no. 1 will be opened first and on presence of Bid Security (EMD), tender cost and meeting the required requirement as per ITT and NIT the second Cover marked as Technical and financial bid will be opened.

In case the bid security or Bid cost being absent or not meeting the requirement the cover No 2 marked as Technical and financial bid will not be opened and the entire bid will be rejected and returned to such bidder

On opening the second cover the Bidders names, the Bid prices, the total amount of each Bid and such other details as the Tender Inviting Authority may consider appropriate, will be announced at the opening. The Employer will prepare minutes of the Price Bid opening, including the information disclosed to those present.

Thereafter the bids opened will be evaluated for the eligibility criteria and the bids satisfying the qualifying criteria will be compared for their quoted percentage for further finalization.

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Mere Opening of bid to be No guarantee of its Acceptance

It May be note that mere opening of a bid does not mean that the bid has to be considered by CMRL as a valid bid. All bids will be evaluated to decide whether the bids are responsive or non-responsive.

Mere being lowest quoted bidder does not entitle any bidder for the award of contract.

17. Pricing Document

The Pricing Document is included as Bill of Quantities. The Tenderer shall complete the Pricing Document in accordance with the instructions given in Bill of Quantity. The Contractor shall quote the rate for items specified in the Bill of Quantities.

18. Adjustment in Contract Price

The percentage quoted by the bidder below / above the rates in bill of quantities shall be applicable till the completion of the Work. It will not be varied. There shall be no Adjustment or compensation for any rise or fall in costs to the Contractor and deemed to include amounts to cover the contingency of such rise or fall in costs.

19. Evaluation of Price Bids**19.1 Award Criteria for Multiple Contracts**

CMRL is inviting 2 tenders simultaneously for Horticulture and Landscaping works in median of Phase –I Extn. Bidders are free to quote for either one or both the packages **However, Employer will award only one Package to a tenderer.** After considering all possible combinations of packages, the contract will be awarded to the Tenderer offering the lowest evaluated cost to the Employer for both the packages together, subject to the selected Tenderer(s) meeting the required qualification criteria for the package or combination of packages as the case may be.

In case the tenderer is lowest (L1) in both the packages, the award of either package to a tenderer will be done to ensure the combined least cost to the Employer.

19.2 Employer's Right to accept any Bid and to reject any or all Bids

CMRL reserves the right to accept or reject any bid without assigning any reason thereof

20. Discount

If the contractor offers discount /rebate on the total value of work, his final price will be calculated after deducting the discount/ rebate amount.

21. Rates to Include

The rates quoted in Bill of quantities for the horticulture and landscaping works should be inclusive of planting the shrubs, hedges, ornamental plants, seasonal plants within 90 days and maintaining the same for a period of 730 days, including watering, manuring, protecting from pests and diseases, weeding, pruning, and replacing all the dead plants. Rate shall also

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include all materials like tools, plants, equipment, transportation, labor, taxes & levies, safety arrangements in the interest of traffic, and no claim for extra payment on any score will be entertained.

Bidder may please note that they have to coordinate with civil contractor and take over the median stretches for his work.

22. Notification of Award and Signing of Agreement

The Bidder who 's Bid has been accepted will be notified of the award by Tender Inviting Authority prior to expiration of the Bid validity period by Email and confirmed by registered letter. This letter hereinafter called the - Letter of Acceptance will state the sum that the Tender Inviting Authority will pay the Contractor in consideration of the execution, completion, of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the Contract Price). The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with GCC sub clause 15 and signing the Agreement in accordance with condition of contract.

The bidder shall have to enter into an agreement with the Tender Inviting Authority within 15 days from the date of receipt of letter of acceptance.

23. Key Dates & Liquidated Damages

The Tenderer is to note the Key Dates as given in Annexure-A of ITT and the LD clause under GCC 56.5, to be adhered strictly, failing which Liquidated Damages as mentioned against each Key date shall be levied to the contractor. Prior to Date of Commencement, Key Dates will be converted to calendar dates. The Liquidated damages amount will be deducted from the running bills.

24. Payment Schedule

Payment for all the items in bill of Quantities shall be made on the basis of actually executed quantities.

25. EARNEST MONEY DEPOSIT

25.1: An amount of Rs. 60,000/- (Rupees Sixty thousand only) must be accompanied as Earnest Money Deposit along with the Tender documents. The same can be deposited in the form of Demand Draft or Pay Order from any scheduled Bank/Nationalized Bank or an un conditional irrevocable Bank Guarantee drawn from any Public Sector Bank in favour of **Chennai Metro Rail Limited** payable at Chennai. Any tender document not accompanied with the required earnest money / Bid Security will be summarily rejected. The EMD of unsuccessful bidder shall be refunded after the finalization of contract and after issuance of work order to successful bidder. The EMD of successful bidder shall be returned after submission BG towards performance guarantee.

25.2: Earnest Money is liable to be forfeited in case of the following:

- On revocation of tender after opening of tenders but before the validity of the tender expires.
- On refusal to accept the work order after award of contract.
- If the work is not commenced on the stipulated date of start of the work is awarded to the contractor.

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26. Works Programme

- 26.1 The Tenderer shall submit with his Tender, a work Programme, which shall indicate how the Tenderer intends to organize and carry out the Works and achieve key dates and complete the whole of the Works by the appropriate Key Dates.
- 26.2 The works Programme shall be prepared in terms of days from the Date of Commencement of Works. A detailed Bar chart showing plan to execute the work needs to be submitted.
- 26.3 However, the Tenderer should note that he may be required to amplify, explain and develop his works Programme after award of Contract.

27. Staffing Schedule and Related Details

- 27.1: The Tenderer shall submit with his Tender a staffing schedule as per the format given in Appendix-8 of IIT containing the names, qualifications, professional experience and corporate affiliation of all proposed management personnel and specialists for this work. The submission shall include a provisional management structure and site organization chart showing areas of responsibility, relative seniorities and lines of reporting. The proposed staffing plan shall be in conformity with the minimum requirement as specified in conditions of contract.
- 27.2: The Tenderer shall include proposed key personnel 's Bio data to be deployed for this work, who is capable of carrying out horticulture and landscaping works.

28. Deleted**29. Site Familiarization Certificate**

- 29.1: The Bidder, at the Bidder's 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 execution of the works. The costs of visiting the site shall be at the Bidder's own expense. The bidders should visit the work site, acquaint themselves with site conditions, approach roads, availability of materials, lead of materials, etc.
- 29.2: The contractor is required to execute the work in stretches/areas as per alignment plan given in tender documents. Contractor shall have no claim if the stretches/area is not available for execution due to traffic constraints etc., Also no extra time shall be permitted on this account.

30. OTHER TERMS AND CONDITIONS

- 30.1 The contractor shall commence the works within 7 Days of issue of Letter of Acceptance.

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- 30.2 The contractor is expected to complete the whole horticulture and landscaping works within 90 Days from date of commencement and maintain the same for a period of 730 days.
- 30.3 The following information should also be annexed with the tender:
- 30.3.1 The tenderer should submit the attested copy of Auditor 's report along with balance sheet and profit and loss statement for the relevant financial year in which the minimum criteria are met. However, in case of non – availability of the same for the previous year, provisional audit reports of certified statements from the chartered accountant of the tenderer shall be accepted for tenders opened before 31st March of that year.
- 30.3.2 Even though the bidder may be qualifying the above criteria as per the records submitted by him, he shall be disqualified if he is found to have made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements. He is likely to be disqualified on the basis of:
- Records of poor performance such as abandoning the works, delay in completion, litigation history or financial failures etc.
 - The business having been suspended/ banned by any central/state Govt. or PSUs or Metro Rail Companies.
 - Having submitted all the supporting documents or not furnished the relevant details as per the prescribed format.
- 30.3.3 A declaration to the above effect in the form of an affidavit on stamp paper of Rs. 10/- duly attested by notary/Magistrate should be submitted as per enclosed format in Appendix-7 of NIT.
- 30.3.4 A solvency certificate (in original or attested copy) of minimum overdraft / credit facility / solvency of Rs.10 Lakhs (Rupees Ten Lakhs only) as per Appendix- 6 of ITT from the bank is required to be submitted by the bidder
- 30.3.5 The offers of the bidders, which do not meet the above mentioned criteria, are liable to be rejected.
- 30.3.6 CMRL reserve the right to split the work and award the job to one or more agencies without assigning any reason whatsoever. Time is essence of the contract.
- 30.3.7 The acceptance of the tender will rest with CMRL who does not bind it to accept the lowest tender and reserves the right to reject any or all the tenders received, without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or which are incomplete in any respect are liable to be rejected.
- 30.3.8: Last date for submission of the tender/Bid in the CMRL office is 15:00 Hrs on 30/11/2020 as per NIT
- 30.3.9: The tenderers are advised to satisfy themselves by visiting the site to confirm about the prevalent site conditions, before quoting and submitting the tender to CMRL.

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30.3.10: In the event of a discrepancy between description in words & figures quoted by a tenderer, the description in words (Rates written in words) shall prevail.

30.3.11: Party should submit the following latest and valid documents in duplicate

- a) Photocopies of affidavit from the Court regarding proof proprietorship (For Proprietary concern/firm).
- b) Photocopies of Partnership deed in case of Partnership firm.
- c) Photocopies of Power of Attorney in favour of the party's representative authorized to sign the document.

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Annexure - A**KEY DATES**

The work shall be executed by the successful bidder as per time frame/ Key dates indicated below. Failure to adhere Key dates mentioned below shall attract liquidated damages as mentioned below

Sl.NO	KEY DATE	Description	No. of Days from date of Commencement	Liquidated Damages to be levied on Non achievement of KD's
1	KD1	Completion of 50% of Stretch	45 days	Rs. 5000 /- per day
2	KD2	Completion of 100 % of Stretch	90 days	Rs. 5000/- per day

Note: The Liquidated damages amount levied on Non achievement of KD's will be deducted from the running bills of the contractor.

If the Final KD is achieved as stipulated in this contract, LD recovered due to non-achievement of KD 1 will be considered for waiver.

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Annexure – B**MINIMUM ORGANISATION STRUCTURE REQUIRED**

Minimum level of supervision & qualification/ experience of site staff are as follows:

Sl. No	Key head	Qualification	Experience	No. of posts	Remarks
1.	Horticulturist	B.sc / Diploma in Horticulture	5 Yrs	1	To be deployed for all the duration of Planting of horticulture and landscaping work. To be available as and when required during maintenance period also
2	Gardener	10 th Standard	5 Yrs	2	To be Deployed for entire period including maintenance period of 730 days (2 Years)

1. KEY PERSONNEL

Evaluation of the Bidder 's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated Contract Agreement.

2. For this package, the Bidder must demonstrate that it has the personnel employed by them for the key positions that meet the requirements. The figures indicated above are the minimum number of Project-Personnel required which are to be deployed.

3. The Tenderer should note that all the key staff if not employed on site as per the Key personnel, there shall be a deduction of **INR 25,000** for each month or part thereof for each key personnel, as determined by the Employer/ Engineer, whose decision shall be final and binding.

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Annexure C**FORM OF CONTRACT AGREEMENT**

This Agreement is made at Chennai on the _____ day of _____ **2020** Between Chennai Metro Rail Limited, Administrative Building, CMRL Depot, Poonamallee High road, Koyambedu, Chennai - 600107 hereinafter called "the Employer" of the one part and**(Name and Address of the Contractor)** hereinafter called "the Contractor" of the other part. Whereas the Employer is desirous that the Works should be executed, viz.**(Name of the contract)** hereinafter called "the Works" and has accepted a Tender by the Contractor for the execution and completion of such works and the remedying of defects therein.

This agreement is signed between (for and on behalf of the Employer) and on behalf of (for and on behalf of the Contractor).

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. These documents shall be signed by(for and on behalf of the Employer) and (for and on behalf of the Contractor).
 - a. The Contract Agreement (CA);
 - b. The Letter of Acceptance LoA); along with letters of clarifications, if any;
 - c. Letter of Clarifications on submitted Tender, if any;
 - d. Pre bid queries / Addenda to the Tender Documents;
 - e. Form of Tender (FOT);
 - f. BOQ/Payment schedule / Pricing Document;
 - g. NIT;
 - h. ITT;
 - i. The Special Conditions of Contract;
 - j. The General Conditions of Contract;
 - k. Technical Specifications and Drawings
 - l. The Contractor's Proposal if any; and any other document forming part of the Contract.
3. The Contractor has submitted Performance BG No. datedfor (Rupees only) with validity up to issued by and confirmed by the said Bank vide their letter dated in reference to CMRL letters dated
4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the

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horticulture and plantation works by; i.e. 90 Days from the date of commencement of works, and maintain the same till..... i.e 720 days (2 Years) thereafter in all respects with the provisions of the Contract.

5. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works therein, the Total Contract Price of(Rupees Only) including all taxes, duties, levies, cess, etc; being the sum stated in the letter of acceptance subject to actual quantities of works executed and to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract. GST shall be reimbursed on production of proof of payment.

6. OBLIGATION OF THE CONTRACTOR

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

JURISDICTION OF COURT

The Courts at Chennai shall have the exclusive jurisdiction to try all disputes arising out of this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Contractor

For and on behalf of the Employer

Signature of the authorized representative

Signature of the authorized official

Name of the official

Name of the official

(i) (.....)

(.....)

.....

Stamp/Seal of the Contractor
on behalf of the Contractor in the presence of:

Stamp/Seal of the Employer
on behalf of the Employer in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

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Annexure D**Letter of Acceptance**

[On letterhead paper of the Employer]

[Insert date]

To: *[Insert name and address of the Contractor]*

1. This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Price of the equivalent of *[insert amount in words and figures] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by CMRL.
2. You are requested to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Annexure-E, Contract Forms, of the Bidding Documents.
3. The date of commencement shall be 7 days from the date of Letter of Acceptance.
4. The completion period is 90 days for horticulture and landscaping works from the date of commencement and maintain the same for 730 days (2 Years) thereafter.
5. This letter of acceptance will have deemed to be an agreement till the formal agreement is executed.
6. The LOA is sent in duplicate to you. An unconditional acceptance of the offer receipt of this letter may please return one copy duly signed as an and return to the undersigned within seven days of receipt of LOA.

Authorized Signature:

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Annexure E

Performance Security

Demand Guarantee

[Insert Guarantor letterhead or SWIFT identifier code]

Beneficiary: Chennai Metro Rail Limited, CMRL Depot, Admin. Building, Poonamallee High Road, Koyambedu, Chennai 600 107

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of the contract and brief description of the Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

This guarantee shall expire, no later than the *[insert the day]* day of *[insert month]*, *[insert year]*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

The Guarantor agrees to a one-time extension of this guarantee for a period not exceeding one year, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Signature(s)]

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Annexure F

FORM OF BANK GUARANTEE FOR TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, of the country of issuing bank)

KNOW ALL MEN by these presents that we _____ [Name of Bank of India] _____, having our registered office at _____ (herein after called "The Bank") are bound unto CHENNAI METRO RAIL LIMITED ("herein after called the Employer") in sum of _____ (Specify currency and amount in words and figures) for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer) (hereinafter called "the

Tenderer") has submitted his Tender dated..... for Contract CMRL/CON/PH-1 /ECV 102/H&L/2020 (hereinafter called "The Tender".

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of _____

_____ (specify currency and amount in figures and words) Tender security against the Tenderer's offer as aforesaid. AND

WHEREAS _____ [Name of the Bank] _____ have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

(1) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said Tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.

(2) That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.

(3) That this guarantee commences from the date hereof and shall remain in force until:

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The Tenderer, in case his Tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Security from a Scheduled Bank or

Twenty-eight days after the date of validity or the extended date of validity of the Tender, as the case maybe, whichever is earlier.

(4) That the expression "the Tenderer" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The conditions of these obligations are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) if the Tenderer refuses to accept the corrections of errors in his Tender Price as required under "Instructions to Tenderers" or
- (iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of Tender validity:
 - (a) fails or refuses to furnish the Performance Security as required by Sub-Clause 15 of these "General conditions of contract" and/or
 - (b) fails or refuses to enter into a Contract within the time limit specified in Sub-Clause 22 of these "Instructions to Tenderers"

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii), (iii)a) or (iii)b) mentioned above, specifying the occurred condition or conditions.

**Signature of the
Authorized Official**

of The Bank

**Name of Official:
Designation:**

Stamp/Seal of Bank:

Witness-1

Signature of Witness:

Name of Witness:

Address of Witness:

Witness-2

Signature of Witness:

Name of Witness:

Address of Witness:

SECTION IV

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT**1.0 DEFINITIONS**

In the Contract, as hereinafter defined the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a. "Employer" means the Chennai Metro Rail Limited (CMRL) (A JV of GOI and GoTN), Chennai, a body corporate established by Companies Act 1956, acting through its Managing Director or any other officer so nominated by the Managing Director and shall include their legal successors and permitted assignees.
- b. "Engineer" means such persons, or firm, as may be appointed from time to time by the Employer, and notified in writing to the Contractor to act as Engineer for the purposes of the Contract, or any nominated officer of CMRL.
- c. "Engineer's Representative" means any Assistant of the Engineer, or any clerk of works, appointed from time to time by the Engineer under Sub-clause 4.2.
- d. "Contractor" means the individual, firm, company, corporation, Joint Venture, or consortium whether incorporated or not, who enters into the Contract with the Employer, and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- ii) "Contractor's Agent" shall mean by Contractor the person or persons authorised under power of attorney duly empowered to take all actions relating to the work, as could be taken by the Contractor himself.
- iii) "Contractor's Representative" shall mean a person in supervisory capacity who shall be so declared by the Contractor and who shall be authorised to comply the instructions and to (clause 11.0) receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- e. "Sub-Contractor" means the individual, Firm Company, Corporation, Joint Venture or Consortium, having direct contract with the Contractor and to whom any part of the Work has been sublet by the Contractor, with prior permission of the Engineer or Employer and shall include his heirs, his executors, administrators, successors, legal representatives, as the case may be.
- f. "Other Contractor" or "Others" means the individual, firm, Company, Corporation, Joint Venture or Consortium, employed by or having a contract directly or indirectly with the Employer otherwise than through the Contractor.
- g. "Tenderer or Bidder" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid / tender.
- h. "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto.
- i. "Contract" means the Contract Agreement with all documents mentioned in Clause 1.0 of "Instruction to Tenderers".

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- j. "Tender or Bid" means the offer made by individual, Firm, Company, Corporation, Joint Venture or Consortium for the execution of the works.
- k. "Specification" means the specification referred to in the Contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- l. "Drawings" means maps, drawings, plans, tracings or prints thereof, calculations and technical information of a like nature provided by the Engineer to the Contractor or annexed to the Contract, and any modifications of such drawings and further drawings that may be issued by the Engineer from time to time or approved by the Engineer in writing. It includes such other drawings as are made from time to time and furnished by the Contractor and approved by the Engineer.
- m. "Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Tender.
- n. "Contract Price" or "Contract Value" means the sum stated in the Letter of Acceptance, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.
- o. i) "Works" means the work to be executed in accordance with the Contract and shall include both Permanent Works and Temporary Works.
ii) "Permanent Works" means the permanent works to be executed, completed and maintained in accordance with the Contract.
iii) "Temporary Works" means all temporary and enabling works of every kind required for the execution and completion of the permanent works and the remedying of any defects therein.
- p. "Construction Plant" means all machinery, appliances or things of whatsoever nature, required for the execution, completion or maintenance of the works, but does not include material or other things, intended to form or forming part of the permanent works.
- q. "Site" means the land and / or other places on, under, in or through which the Works are to be carried out, and any other lands or places provided by the Employer for the purpose of the Contract.
- r. "Materials" means all equipment, components, fittings and other materials including raw materials required to execute and complete the work.
- s. "Test" means such tests as are prescribed in the specifications or by the Engineer or Engineer's Representative, whether performed by the Contractor or by the Engineer or his Representative or any agency acting under the direction of the Engineer.
- t. "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.
- u. "Period of Maintenance" means the specified period of maintenance from the date of completion of the work as certified by the Engineer and specified in the Contract. This period is also termed as "Defects Liability Period".

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- v. "Letter of Acceptance" means the letter from the Employer or the Engineer, or a person nominated by them on their behalf for this purpose, to the Contractor, conveying acceptance of the Tender, subject to any modifications agreed to between the parties and includes advance acceptance of the tender.
- w. i) "Month" means calendar month.
ii) "Day" means calendar day.
- x. "Terms and expressions not herein defined" shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.
- y. "Contract" means the Contract Agreement, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Special Conditions of Contract, the Employer's Requirements, the Tender, the Notice Inviting Tender, Instructions To Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract Agreement (if completed).
- z. "Contract Agreement" means the contract agreement referred to in Sub-Clause 1.4. It shall also include all subsequent modifications/ amendments to the Contract as a result of the communications or negotiation proceedings between the parties.
- aa. "Special Conditions of Contract" means any special conditions of contract issued by the Employer prior to submission of the Tender or negotiated and agreed in writing-by -the Employer and the Contractor prior to and conditional upon acceptance of the Tender.

2.0 HEADINGS AND MARGINAL NOTES AND INTERPRETATIONS**2.1 Headings and Marginal Notes**

The top headings and marginal notes given in the Tender or Contract documents, are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or construction thereof or of the Contract.

2.2 Interpretation

Words importing persons or parties shall include firms, corporations and any organisation having legal entity. If there are any discrepancies among the various documents, the same shall be referred to the Engineer, who shall offer his clarification and interpretation. The same shall be final and binding.

3.0 SINGULAR, PLURAL AND GENDER

Words importing the singular only also include the plural and vice versa where the context requires. Similarly words importing masculine gender also include the feminine gender.

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4.0 ENGINEER AND ENGINEER'S REPRESENTATIVE**4.1 Duties and Authority of Engineer**

The Engineer shall carry out the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the Contract, or necessary for the observance / administration of the Contract and expeditious and timely completion of the Work. Should the Engineer exercise any specific authority for which, as per the terms of his appointment, he has to obtain the approval of the Employer, the Contractor shall deem such approval to have been given by the Employer.

4.2 Duties and Authority of Engineer's Representative

The Engineer's Representative shall be responsible to the Engineer. His duties are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor, except as expressly provided hereunder or elsewhere in the Contract, to order any Work involving extra time or any extra payment by the Employer, nor to make any variation of or in the Works.

The Engineer may, from time to time, in writing delegate to the Engineer's Representative, any of the powers and authorities vested in the Engineer, and shall furnish to the Contractor and to the Employer, a copy of all such written delegations of powers and authorities. Only written instruction, decision or approval given by the Engineer's Representative to the Contractor within the terms of such delegation, but not otherwise, shall bind the Contractor and the Employer, as though it had been given by the Engineer. Provided always as follows:

- a. Failure of the Engineer's Representative or his assistants, to reject any work or materials shall not prejudice the authority of the Engineer or Employer thereafter, to reject such work or materials or plant and order the pulling down, removal or breaking up thereof. The Engineer's Representative shall have similar authority to reject any work or material or plant passed by his Assistants, appointed in terms of provision of Sub-clause 4.3 herein.
- b. If the Contractor shall be dissatisfied by reason of any instruction or decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer, who shall thereupon confirm, reverse or vary such decision. The Engineer's Representative shall have similar authority to confirm, vary, or, reverse any instructions and decisions issued by his Assistants, appointed in terms of Sub-clause 4.3 herein.

4.3 Assistants to Engineer and Engineer's Representative

The Engineer or the Engineer's Representative may appoint any number of assistants to assist them. Their names, duties and scope of authority shall be notified to the Contractor, and they shall have the authority to issue instructions / give decisions to the extent of duties assigned and powers delegated to them.

4.4 Instructions in writing

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral

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instruction given by the Engineer, whether before or during or after carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-clause and the date of first instruction verbal or in writing shall be the date of such instructions.

5.0 ASSIGNMENT AND SUBCONTRACTING**5.1 Assignment of Contract**

The Contractor shall not, without the prior consent of the Employer (which consent shall be at the sole discretion of the Employer), assign the Contract or any part thereof, or any benefit or interest therein or there under, otherwise than by:

- a. A charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or
- b. Assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable.

5.2 Subcontracting

The Contractor shall not subcontract the whole or part of the Works except where otherwise provided by the Contract. The Contractor shall not subcontract any part of the Works without the prior consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and defects of any Subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or defects of the Contractor, his agents, servants or workmen.

Provided that the Contractor shall not be required to obtain such consent for:

- a. the provision of labour, or
- b. the purchase of materials which are in accordance with the standards specified in the Contract, or
- c. the subcontracting of any part of the Works for which the Subcontractor is named in the Contract.

5.3 Assignment of Subcontractor's Obligations

In the event of a Subcontractor having undertaken towards the Contract in respect of the work executed, or the goods, materials, plant or services supplied by such Subcontractor, any continuing obligation extending for a period exceeding that of the Defects Liability Period or Maintenance Period under the Contract, the Contractor shall at any time, after the expiration of such period, assign to the Employer, at the Employer's request and cost, the benefit of such obligation for the unexpired duration thereof.

5.4 Compensation for Breach

Any breach of the conditions under Sub-clauses 5.1 to 5.3 above shall entitle the

Employer to rescind the contract under Clause 59.0 of these conditions and also render the Contractor liable to the Employer for compensation, in respect of loss or damage arising out of or ensuing from such cancellation.

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5.5 Explanation on Subcontracting

Provided that always execution of the details of the works by petty contracts, or on piece work basis, under the personal supervision of the Contractor or his agent, shall not be deemed to be subcontracting under this clause.

5.6 No Change in the Responsibility of Contractor

Permission to assign, transfer or subcontract the work by the Contractor, shall not establish any contractual relationship between the assignee, transferee or the subcontractor and the Employer and shall not relieve the Contractor of any responsibility under the Contract.

5.7 Sub-Contractor/Vendor Warranty

In the event that a sub-contractor/vendor provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Equipment, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Equipment, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period. The Contractor shall immediately assign or obtain the assignment of the benefit of such warranty or obligation to the Employer.

If a sub-contractor/vendor has undertaken a continuing and assignable obligation to the Contractor for the work designed or executed, or Plant, Equipment, Materials, services supplied, by such sub-contractor/vendor, and if such obligation extends beyond the expiry of the Contract Period, the Contractor shall, upon the expiry of the Contract Period, assign the benefit of such obligation to the Employer for its unexpired duration.

5.8 Joint and Several Liability

If the contractor is (under applicable laws) a joint venture, consortium, or other incorporated grouping of two or more persons:

- a. these Persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- b. these Persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- c. the Contractor shall not alter its composition or legal status without the prior Consent of the Employer.

6.0 COMMUNICATIONS AND LANGUAGE OF CONTRACT**6.1 Communications to be in writing**

All notices, communications, references and complaints by either party to the Contract shall be in writing and no notice, communication, reference or complaint not in writing, shall be recognized or be binding.

6.2 Language of Contract

The Contract document shall be drawn up in English. Supporting documents or literature may be in any other language, but an appropriate English translation duly authenticated thereof shall be provided. In case of inconsistency between the two, the English translation shall prevail.

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7.0 LAWS GOVERNING THE CONTRACT AND CO-RELATION OF DOCUMENTS**7.1 Laws governing the Contract**

The Contract shall be governed by the laws for the time being in force in India.

7.2 Co-relation of documents

The contract documents are complementary and what is called for by any one of them shall be as binding as if called for by all of them.

7.3 Ambiguities or discrepancies

In case of ambiguities or discrepancies, the same shall be clarified by the Engineer who shall thereupon issue to the Contractor instructions thereon and in such event the priority of the documents forming the Contract shall be as stated in the instruction to the tenderer / Special Conditions of Contract :-

8.0 SPECIFICATIONS AND DRAWINGS**8.1 Ownership**

The Contractor shall keep at site in good order one copy of latest approved Specifications and Drawings and also such other contract documents as may be necessary and make them available to the Engineer or his Representative. All specifications and drawings shall remain the property of the Employer and shall not be used on other works and shall be returned by the Contractor to the Employer on completion of the works or on termination of the Contract.

8.2 Adherence to Specifications and Drawings

The works shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the Engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all loss to the Employer. The Engineer shall have full power and authority to supply to the Contractor from time to time such further drawings as may be needed for the proper and adequate execution and maintenance of the work. The term "Drawings" in this Sub-clause includes the drawings prepared by the Contractor and approved by the Engineer, as specified in the Contract.

8.3 Meaning and Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the Works, the decision of the Engineer shall be final and binding.

8.4 Contractor to provide information

The Contractor shall give information in writing to the Engineer whenever progress of the Works is likely to be delayed or disrupted.

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9.0 COMPLIANCE WITH REGULATIONS AND BYLAWS

The Contractor shall comply with the provisions of any statute relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose area / jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and invoices payable to any authority or undertaking in respect thereof. It will be the responsibility of the Contractor to arrange for necessary clearances and approvals from such authorities and undertakings before the work is taken up.

10.0 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Employer shall be occupied by the Contractor without the permission of the Engineer or the Employer. The Contractor shall not use, or allow the site to be used for any purpose other than that of executing the Works

11.0 REPRESENTATION AT WORKS SITE

The Contractor, shall, when he is not in a position to be present at the site of work place, keep responsible agent (s) there, during all working hours, who shall, on receiving reasonable notice, present himself / themselves to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given by them to the Contractor's Agent (s) shall be deemed to have the same force, as if they had been given to the Contractor. Before absenting himself, the Contractor should furnish the name and address of his agent (s), for the purpose of this clause. Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Clause 59.0.

12.0 RELICS AND TREASURES

All gold, silver, coins, oil and other minerals of any description, and all precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the Employer, and the Contractor shall duly preserve the same to the satisfaction of the Employer, and shall from time to time deliver the same to such person or persons, as the Employer may appoint to receive the same.

13.0 EXCAVATED MATERIALS

The Contractor shall not sell or otherwise dispose off, or remove, any other substance or materials, which may be obtained from any excavation made for the purpose of the Works, or any building or produce existing at the site at the time of delivery of possession thereof. All such substances, materials, buildings and produce, shall be the property of the Employer; provided that the Contractor may with the permission of the Engineer use the same for the purpose of Works either free of cost or on payment of cost, as provided for under the Special Conditions of the Contract or in the absence of such conditions, at the sole discretion of the employer.

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14.0 INDEMNITY BY CONTRACTOR**14.1 Indemnity against All Actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Employer, from and against all actions, suits, proceedings, loss, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Employer, by reason of any act or omissions of the Contractor, his agent or his employees, in the execution of the Works or in the guarding of the same. All sums payable by way of compensation under any of these conditions, shall be considered as reasonable compensation payable to the Employer, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

14.2 Indemnity against All Claims Of Patent Rights And Royalties

The Contractor shall hold and save harmless and indemnify the Employer, his officers, agents, servants and employees from and against all claims and proceedings, for or on account of infringement by the Contractor of copyright, any patent rights, design trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the Works and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise stated, the Contractor shall pay all royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works.

14.3 Contractor's Warranty

The Contractor warrants to the Employer that:

- a. the Works will, when completed, comply in all respects with the Employer's Requirements, and the intended use of the Works;
- b. the Electrical and Mechanical Works have been manufactured, installed and otherwise constructed to the highest standards available using proven up-to-date good practice;
- c. the Works will, when completed, comply with enactments and regulations relevant to the Works;
- d. materials generally known to be deleterious or not in accordance with good engineering practice have been neither selected nor incorporated in the Works, by the Contractor.
- e. The works when completed, comply with all the statutory requirements by the local, state and Central Government bodies.
- f. The transfer to the Employer of any warranty received from a subcontractor/vendor for the Works shall be effected to the Employer at the time of Issue of the Performance Certificate.

15.0 PERFORMANCE GUARANTEE**15.1 Amount of Performance Guarantee**

- i. Within 15 days of receipt of the Letter of Acceptance from the Employer, the successful tenderer shall furnish to the Employer a security towards performance of contract by him in the form of an unconditional bank guarantee for an amount of 7.5% (seven point five per cent) of the Contract value as specified in Conditions of Contract / instruction to the tenderer. The approved form provided in the

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"Instructions to Tenderers" shall be used for Bank Guarantee. The Bank Guarantee shall be from a public sector bank and shall be valid for a period of 90 days beyond "period of Completion of all works" as specified in the "Conditions of Contract".

- ii. Failure of the successful tenderer to furnish the required Performance Guarantee shall be a ground for the annulment of the award of Contract and forfeiture of the tender security by the employer.

15.2 Release of Performance Guarantee

- i. The whole of the Performance Guarantee amount, shall be liable to be forfeited by the Employer at the discretion of the Employer, in the event of any breach of contract on the part of the Contractor or if the Contractor fails to perform or observe any of the conditions of Contract on due and faithful completion of the entire work, 1/3 (one third amount of PBG) of the Performance Guarantee amount shall be refunded to the Contractor, subject to the issue of Completion Certificate by the Engineer, in accordance with Clause 76.0 of these conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages or faults that may be detected during the period of maintenance specified in the Special Conditions of Contract. The balance of the Performance Guarantee amount, i.e 2/3(Two third) amount of PBG shall become due and shall be paid to the Contractor, after the defect liability period.
- ii. Provided always that, neither Performance Guarantee amount shall become due nor payable to the Contractor, unless all the stipulations of the Contract have been fulfilled by the Contractor and all claims and demands made by the Employer for and in respect of damage or loss by, from or in consequence of the Works, but excluding the claims made by the Contractor on the Employer, have been finally satisfied and on submission of final No Claim Certificate

15.3 Retention money

An amount of 5% towards retention money shall be deducted from each IPC's until the amount recovered reaches 2.5% of Contract value.

15.4 Release of retention money

Such amount shall be returned on successful completion of the works after Issue of Final Payment Certificate.

16.0 INSPECTION OF SITE

- i. The Contractor shall also be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and the accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as

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to risks, contingencies and all other circumstances which may influence or affect his Tender or execution of work.

17.0 CONTRACTOR'S UNDERSTANDING

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices, if any, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution of the Works.

18.0 GENERAL RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall comply with the provisions of the contract and with due care and diligence execute and maintain the works and provide all labour therefor, and be responsible for supervision of all works, structural Plans and other things whether of temporary or permanent nature required for such execution and maintenance in so far as necessary for providing these, as is specified or as could be reasonably inferred from the Contract. The Contractor shall take full responsibility for the adequacy, stability and safety at site of all works, materials and methods of construction. The Contractor shall not be responsible except as may be expressly provided for in the tender or the General or Special Conditions of Contract for the design or specifications of permanent works or of any temporary works prepared and approved by the Engineer

19.0 PROVISION OF EFFICIENT AND COMPETENT STAFF

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. He will provide the details of such staff comprising names, qualification, experience etc. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled in their trade and calling. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the works, any person employed by the Contractor in or for the execution of works or maintenance of works, who, in the opinion of the Engineer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Engineer. Any person so removed from the works shall be replaced by a competent substitute immediately.

20.0 Deleted**21.0 WORKS DURING NIGHT**

Unless specifically provided in the Special Conditions of Contract, the Contractor shall carry out all works including during night subjected to restriction imposed by local authorities/police. Contractor shall make his own arrangement for sufficient illumination at site. Nothing extra will be paid for doing works at night

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22.0 DAMAGE TO EMPLOYER'S PROPERTY, PRIVATE PROPERTY AND LIFE

The Contractor shall be responsible for all risks to the works and for trespass and shall make good, at his own expense, all loss or damage to the works themselves or to any other property of the Employer or the lives, persons and property of others from whatsoever cause in connection with works until they are taken over by the Employer; in case the Employer is called upon to make good any such costs, loss or damages, or to pay compensation (including that payable under the provisions of Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as aforesaid by reason of any act, omission or negligence on the part of the Contractor the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the Employer may incur in reference thereto, shall be charged to the Contractor. The Employer shall have the authority to pay or to defend or compromise any claim or threatened legal proceeding or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, as aforesaid and recover the same from the contractor. Any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

23.0 INSURANCE**23.1 Requirements**

Before commencing execution of Works, unless stated otherwise in the Special Conditions of Contract, it shall be obligatory for the Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a. Contractor's All Risk and Third Party Cover.
- b. Liability under the Workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c. Accidents to staff, Engineers, Supervisors and others who are not governed by Workmen's Compensation) Act.
- d. Damage to material, machinery and works due to fire, theft etc.
- e. Any other risk to be covered by Insurance as may be specified by the Employer in the Special Conditions of Contract.

23.2 Policy in joint names of Contractor and Employer

The policy referred to under Sub-clause 23.1 (a) above shall be obtained in the joint names of the Contractor and the Employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of Works, their maintenance and performance of the Contract.

- a) Loss of life or injury involving public, employee of the Contractor, or that of Employer and Engineer, labour etc.
- b) Injury, loss or damages to the Works or property belonging to public, Government bodies, local authorities, utility organizations, contractors, Employer or others.

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23.3 Currency of Policy

The policies shall remain in force throughout the period of execution of the Works and till the expiry of the maintenance period. The Contractor shall whenever called upon, produce to the Engineer or his representative the various insurance policies taken by him as also the rates of premia and the premia paid by him to ensure that the policies indeed continue to be in force. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies mentioned in Sub-clause 23.1, or any other insurance he might be required to effect under the Contract, then in such cases, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Contractor or from the Contractor's Performance Guarantee.

24.0 SHEDS, STORES, YARDS

The Contractor shall at his own expense provide sheds, store-houses and yards in such situations and in such numbers as in the opinion of the Engineer are necessary for carrying on the works and the Contractor shall keep at each of such sheds, store-houses and yards sufficient quantity of materials and plant in stock as not to delay the execution of the Works with due expedition. The Engineer and the Engineer's representatives shall have free access to the said sheds, store-houses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Engineer may object to shall not be brought upon or used in the Works, but shall forthwith be removed from the sheds, store-houses or yards by the Contractor. The Contractor shall at his own expense provide and maintain any other land, space, plant or equipment necessary for execution of works for the scope of work under this contract and such expenses are deemed to have been taken into the contract price.

25.0 Deleted**26.0 Deleted****27.0 ROADS AND WATER COURSES, OTHER UTILITIES ACCESS TO PREMISES AND SAFETY OF PUBLIC**

- i. Existing road or water courses shall not be blocked, cut through, altered, diverted or obstructed in anyway by the Contractor, except with the permission of the Engineer. All compensation claimed for any unauthorised closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become payable to him in terms of the Contract, or otherwise according to law.
- ii. During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises - approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reason of execution of works and shall erect and maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer for the regulation of traffic, and provide watchman necessary to prevent accidents. The Works shall in such cases be executed day and night if so ordered by the Engineer and with such vigour that the traffic is impeded for as short a time as possible.
- iii. The Contractor shall be responsible for taking all precautions to ensure safety of the public, whether on public or Employer's property and shall post

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- such look-out men as may, in the opinion of the Engineer, be necessary to comply with the regulations appertaining to the work and to ensure safety.
- iv. The work site shall be properly barricaded with reflective stickers and be provided with series / rope light indicators to glow during night. The barricading shall be as per the drawing given along with tender or as directed by the engineer.

28.0 USE OF EXPLOSIVES

Explosives shall not be used on the Works or on the Site by the Contractor without the permission of the Engineer and only in the manner and to the extent such permission is given. When explosives are required for Works, they shall be stored in a special magazine, to be provided by and at the cost of the Contractor, in accordance with the provisions of law on Explosives. The Contractor shall take all precautions in using the explosives and prevent damage to nearby structures and utilities. The Contractor shall also obtain necessary license for the storage and the use of explosives. All operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Employer in respect thereof.

29.0 Deleted**30.0 CARE OF WORK**

From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works pursuant to Clause 76.0, the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate of Completion in respect of any part of the Permanent Works for which a separate date of completion is stipulated as provided for in Sub **Clause 76.2**, the Contractor shall cease to be liable for the care of that part of the Permanent Works from the date stated in the Certificate of Completion in respect of that part and responsibility for the care of that part shall pass to the Employer. Provided, further that the Contractor shall take full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Period of Maintenance. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever the Contractor shall be responsible for the care thereof, the Contractor shall, at his own cost, repair and make good the same, so that on completion, the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under this contract.

31.0 EXTRAORDINARY TRAFFIC**31.1 Avoidance of Damage to Roads**

The Contractor shall use every reasonable means to prevent any of the highways or bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the Contractor or any of his agents or sub-contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges. Should any such damage or injury occur, the cost of rectification or reconstruction thereof shall

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be borne by the Contractor and he shall indemnify the Employer fully against any claim on this account.

31.2 Special Roads

Save insofar as the Contract otherwise provides, the Contractor shall be responsible for and shall pay the cost of strengthening any bridges or altering or improving any road communicating with or on the routes to the Site to facilitate the movement of Contractor's plant or materials or execution of Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all claims for damage to any such road or bridge caused by such movement, including such claims as may be made directly against the Employer, and shall negotiate and pay all claims arising solely out of such damage.

31.3 Settlement of Extraordinary Traffic Claims

If, notwithstanding any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials or Plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the authority entitled to make such claim. Where under any law or regulation the hauler of such materials or Plant is required to indemnify the road authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation thereto. In other cases the contractor shall negotiate the settlement and pay all sums due in respect of such claim and shall indemnify the employer in respect thereof and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto. Provided that if and so far as any such claim or part thereof is, in the opinion of the Engineer, due to any failure on the part of the Contractor to observe and perform his obligations under the contract, then the amount, determined by the Engineer, after due consultation with the Employer and the Contractor, to be due to such failure shall be recoverable from the Contractor by the Employer and may be deducted by the Employer from any monies due or to become due to the Contractor and the Engineer shall notify the Contractor whenever a settlement is to be negotiated and, where any amount may be due from the Contractor, the Employer shall consult with the Contractor, before such settlement is agreed.

32.0 CONTRACTOR TO KEEP SITE CLEAR

During the progress of Works, the Contractor shall keep the Site free from obstructions and shall store neatly any construction plant and surplus materials and clear away and remove from site any rubbish or temporary works no longer required. On completion of the works, the Contractor shall clear away and remove from site all constructional plant, surplus material and temporary works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer. Bentonite slurry, mud, water shall not be allowed to spill on to the pavements.

Failure to comply with GCC 32.0, a Penalty of 10,000 shall be levied on every such occasion.

33.0 EMPLOYER NOT TO PROVIDE QUARTERS FOR CONTRACTOR

No quarters shall be provided by the Employer for the accommodation of Contractor or any of his staff employed on Works. Where accommodation is provided to the Contractor at the Employer's discretion, recoveries shall be made at such rates, as may be fixed by

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the Employer, for full rent of the building, equipment therein as well as charges for electric current, water supply and conservancy.

34.0 LABOUR CAMP**34.1 Provision of Labour Camp**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, canteen and provision of latrines and urinals, for his staff and workmen employed on the Works, directly or through petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. All camp sites shall be maintained in a clean and sanitary condition, by the Contractor, at his own cost.

34.2 Compliance with Rules for Employment of Labour

The Contractor shall comply with all laws, bylaws, rules and regulations, for the time being in force, pertaining to the employment of local or migration labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff, employed on the Works directly or through petty contractors or sub-contractor. Labour law compliance certificate is to be submitted by the contractor.

34.3 Preservation of Peace

The Contractor shall take requisite precautions, and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen, and others, employed on Works directly or through petty contractors or assignees or sub-contractors and for preservation of peace and protection of the inhabitants and security of property in the neighbourhood of Works.

34.4 Sanitary Arrangements

The Contractor shall obey all sanitary rules, and carry out at his cost all sanitary measures that may from time to time be prescribed by the Local Medical Authority, and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical staff of the Employer and the staff of the local municipal or other authorities concerned. Should the Contractor fail to make adequate sanitary arrangements, these will be provided by the Employer, and the cost thereof recovered from the Contractor.

34.5 Outbreak of Infectious Diseases

The Contractor shall maintain the Labour Camp in a sanitary condition taking all necessary precautions to protect the staff and labour from outbreak of infectious diseases. He shall provide them with suitable prophylactics for the prevention of malaria, gastroenteritis, typhoid and other water-borne diseases.

- ii. The Contractor shall remove from his camp such labour and their families, who refuse protective inoculation and vaccination, when called upon to do so by the Engineer or the Engineer's Representative on the advice of Medical Authority. Should Cholera, Plague or any other epidemic, contagious or infectious disease break out, the Contractor shall on his own burn the huts beddings, clothes and other belongings of or used by the infected persons, and promptly erect new huts on healthy sites as required by the Engineer, within the time specified in the

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Engineer's requisition, failing which the same may be done by the Employer and cost thereof recovered from the Contractor.

34.6 Medical Facilities at Site

The Contractor shall, at his own cost, provide First Aid and medical facilities, at the Site as may be prescribed by the Engineer, on advice of Medical Authority in relation to the strength of the Contractor's staff and workmen employed on the Works, directly or through petty contractors or sub-contractors. He shall also tie up with local medical hospital nearest to site and shall display them prominently at site on boards.

34.7 Use of Intoxicants

The sale of intoxicating drugs or beverages upon the Works, or in any of the buildings encampments or tenements owned or occupied, by or within the control of the Contractor or any of his employees employed on the Works directly or through petty contractors or sub-contractors shall be forbidden, and the Contractor shall exercise his influence and authority to secure strict compliance with this condition. The Contractor shall also ensure that no labour or employee is permitted to work at the Site in an intoxicated state or under the influence of drugs.

35.0 SAFETY PROVISIONS**35.1 Safety of Labour**

The Contractor shall, at his own expense, arrange for the safety provisions as required by any Law for time being in force, in respect of labour employed directly or indirectly for performance of the Works, and shall provide all facilities in connection therewith.

Safety precautions shall be as warranted by the particular type of work or those directed by the Engineer. Also, mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any person, including Contractor's labour, Employer's officers, agents or servants or any member of the public.

35.2 Safety of Works and Public

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, banks man, signalmen, traffic marshals fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the Works or for safety and convenience of those employed on Works or of the public. It shall be the responsibility of the contractor to protect open excavations, bore holes, pits, pile holes etc., with appropriate means and in case works are above roads and costs towards such provisions are included in the contract price.

35.3 Recovery of cost from the Contractor

Should the Contractor fail to make provision as required in the preceding the Employer may provide necessary arrangements, the cost of which shall be recoverable from the Contractor.

36.0 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

The rates quoted in the tender and accepted shall be all inclusive for carrying out the work as per specification and drawings including temporary works as required. Nothing extra

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shall be payable over the quoted rates, notwithstanding any provision to the contrary in any law for the time being in force, save and except what is specifically provided in General conditions of contract or Special Conditions of Contract.

The employer under the rules of Government or by legislation may get some waivers or reliefs in some of the taxes, royalties, duties, cess octroi etc., for which the contractor may have to supply the documentary support towards proof of payment of the same to the employer on request

37.0 SUPPLY OF WATER AND ELECTRICAL POWER

Unless otherwise provided for in Special Conditions of Contract, the Contractor shall be responsible for arrangements to obtain supply of water, or electrical power, necessary for the Works. In the event the Employer is in a position to supply water or electrical power, or both, required for Works, such supply will be given only at one point near the Site. The cost of making necessary connections to the Employer's distribution system and laying of necessary pipe line, specials, valves, meter for water supply or the laying of underground / over ground conductor, circuit protection, electric power meters and transmission structures in case of electric power, shall be borne by the Contractor. The Contractor shall bear the cost of water and power supplied, the rates for which shall be determined and notified by the Engineer. The decision of the Engineer on such cost shall be final. Any increase in Water / Power tariff by supply agency with either prospective or retrospective effect shall be borne by the Contractor.

38.0 URGENT REPAIRS

If, by reason of any accident, or failure, or other event occurring to or in connection with the Works, or any part thereof or proximity thereof, either during the execution of the Works, or during the Period of Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer or the Engineer's Representative, be urgently necessary for the safety of the Works, adjoining property, traffic, utility or public and the Contractor is unable or unwilling to do such work or repair at once, the Employer or the Engineer on behalf of the Employer may employ and pay other persons to carry out such work or repair, as the Engineer or the Engineer's Representative may consider necessary. If the work or repair so got done by the Employer is work which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses incurred by the Employer in so doing, shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor. Provided always that the Engineer or the Engineer's Representative, as the case may be, shall, as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing or verbally followed by a written confirmation of the same.

39.0 SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the Works, in relation to the original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the positions, levels, dimensions and alignment of all parts or the works, and for the provision of all necessary instruments, appliances and labour, in connection therewith. If any time during the progress of Works, any error appears or arises in any part of the work, the Contractor, on being required so to do by the Engineer shall at once rectify such error, to the satisfaction of the Engineer or his representatives. The checking of any setting out, or of any line or level by the Engineer or his representative, shall not in any way relieve the Contractor of his

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responsibility for the correctness thereof, and the Contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the Works.

40.0 Deleted**41.0 ILLEGAL GRATIFICATION****41.1 Bribe, commission, gift or advantage**

Any bribe, commission, gift or advantage given or offered by the Contractor directly or through his partner, agent or servant to any officer or employee of the Engineer or Employer, or to any person on their behalf, in relation to obtaining or the execution of this or any other Contract with the Engineer or the Employer, shall in addition to any criminal liability which he may incur, subject the Contractor to rescission of the Contract and all other Contracts with the Employer, and liability for payment of any loss or damage to the Employer, resulting from such rescission. The Employer shall be entitled to deduct the amounts so payable from any money / moneys due to the Contractor alone, or jointly under the Contract or any other contract with the Employer.

The Contractor shall not be due, nor shall be paid any compensation whatsoever for any loss, alleged or actual, suffered by him when the Contract is so rescinded.

The Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such rescission and the Employer shall be entitled to deduct the amounts so payable from the money (s) due to the Contractor.

41.2 Settlement of dispute as to committing of such offence

If any question or dispute as to the committing of any such offence arises under Sub clauses 41.1, the same shall be settled by the Engineer, in such manner as he shall consider fit and proper, and his decision shall be final and binding.

41.3 Compensation to Contractor on rescission of Contract under this clause

In the event of rescission of Contract the Contractor shall not be entitled to any compensation whatsoever, except for the work done up to the date of rescission.

42.0 DISCLOSURE OF RELATIONSHIP

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the Employer or the Engineer, or alternatively, if any close relative of an officer of the Employer or the Engineer has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the Employer to rescind the Contract, without payment of any compensation to the Contractor.

43.0 CLEARANCE OF SITE ON COMPLETION

On completion of Works, the Contractor shall clear away and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workmanlike conditions to the

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satisfaction of the Engineer. No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer. Should it become necessary for the Engineer to have the site cleared at the expense of the Contractor, the Employer and / or the Engineer shall not be held liable, for any loss or damage to Contractor's property on the site due to such removal therefrom. Removal may be effected by means of public sale of such plant, materials and property or in such a manner as may be deemed fit and proper by the Engineer. All expenses on such removal / clearance shall be debitable to the Contractor as loans due from the Contractor to the Employer, and the Employer shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Guarantee amount or from any other amount payable to the Contractor.

44.0 ENGAGEMENT OF LABOUR**44.1 Contractor to Provide Labour**

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the Contract, and shall provide for their transport, housing and payment.

44.2 Employment of Labour below the Age of 18

The Contractor shall not employ children below the age of 18 or the age prescribed in any labour legislation, whichever is higher, as labourers, directly or through petty contractors or sub-contractors, for execution of the Work.

45.0 WAGES TO LABOUR**45.1 Wages under relevant laws**

In dealing with labour and employees, the Contractor and his sub contractors(including piece rate and petty Contractors) shall comply fully with all laws and statutory regulations such as the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, Workman's Compensation Act, 1923, The Contract Labour (Regulations and Abolition's) Act, 1970, Employer's Liability Act, 1938, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Equal Remuneration Act, 1976, Payment of Gratuity Act, 1972, Apprentices Act, 1965, Mines Act, 1952, and other laws or regulations framed by competent legislative authorities from

time to time, as may be applicable. In accordance with the various Acts and regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractor s (including petty and piece rate contractors) observe strictly inter- alia the following:

- a. Wages paid are not less than those prescribed;
- b. Wages and other dues are paid regularly and in time;
- c. Liens / Licenses are obtained as required under any of the Acts or regulations;
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices; and

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- e. take prompt action on any instructions/directions from the authorities under various labour laws.

45.2 Supply of Labour by the Contractor

If, the Contractor directly or through petty contractors or sub-contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the Employer, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the Employer, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.

45.3 Claim on account of violation of Labour laws

If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Employer, such moneys shall be deemed to be moneys payable to the Employer by the Contractor and on failure of the Contractor to repay the Employer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the Employer shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the Employer. The Employer shall not be bound to contest any such claim or demand unless the Contractor makes a written request for it, the Contractor's reasons for contesting are considered reasonable by the Engineer and the Contractor deposits the full cost that the Employer may have to incur in contesting the case.

46.0 REPORT OF ACCIDENTS TO LABOUR

The Contractor shall be responsible for safety of all employees, employed by him on Works, directly or through petty contractors or sub-contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the Engineer or the Engineer's Representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the Contractor in such cases immediately in accordance with the Workmen's Compensation Act.

47.0 MATERIALS AND WORKMANSHIP**47.1 Material and workmanship as per specification**

- i. All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at such other place or places as may be specified in the Contract, or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.
- ii. Sources of materials being supplied shall be intimated to the Engineer and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or

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International standards as specified in the contract.

47.2 Supply of sample

All samples shall be supplied by the Contractor at his own cost as specified in the contract at the place designated by the employer.

47.3 Cost of test provided in Contract

The cost of carrying out any test shall be borne by the Contractor if such test is intended by or provided for in the Contract.

47.4 Cost of test not provided in Contract

If any test is ordered by the Engineer which is either:

- a. not so intended by or provided for in the Contract, or is not so particularised in the Contract, or
- b. though so intended or provided for is ordered by the Engineer to be carried out by an independent person at any place other than the Site or the place of manufacture or fabrication of the materials tested.

Then the cost of such test shall be borne by the Employer. If, however, the test shows the workmanship or materials not to be in accordance with the provisions of the Contract or the Engineer's instructions, then the cost of such test will be charged to the Contractor.

48.0 REMOVAL OF IMPROPER MATERIALS AND WORKS

- i. The Engineer shall have the authority to order in writing from time to time :
 - a. The removal from site within such time, as the Engineer may specify, any material, which in his opinion, is not in accordance with the Specifications and Conditions of the Contract.
 - b. The substitution of defective material by proper and suitable material; and
 - c. The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.
- ii. In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other parties, to carry out the same, and all expenses consequent thereof or incidental thereto, shall be recoverable from the Contractor or may be deducted by the Employer from any money which may be due to the Contractor.

49.0 COVERING UP OF WORK**49.1 Examination of work before covering up**

No work or part of work shall be covered up or put out of view, without the prior approval of the Engineer or the Engineer's Representative, and the Contractor shall afford full opportunity for the Engineer or the Engineer's Representative, to examine and measure any work, which is to be covered up, and to examine foundations before the permanent work is placed thereon. The Contractor shall give due notice to the Engineer's Representative, whenever any such work or foundation is ready for examination, and the

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Engineer's representative shall without delay, attend for the purpose of examining and measuring such work or for the purpose of examining such foundations.

49.2 Cost of uncovering the work already covered up

The Contractor shall uncover any part or parts of the Works, or make openings in or through the same, as the Engineer may from time to time direct, and shall reinstate and make good such part or parts, to the satisfaction of the Engineer. If any such part or parts have been covered up, or put out of view after compliance with the requirement of Sub-clause 49.1 and the Works are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Employer, but if the Works are found to be defective, all such costs shall be borne by the Contractor.

50.0 SUSPENSION OF WORKS**50.1 Protection during suspension of work**

The Contractor shall, on the order of the Engineer, suspend the Works or any part thereof, for such time, and in such manner, as the Engineer may consider necessary, and shall during such suspension, properly protect and secure the Works so far as it is necessary in the opinion of the Engineer.

50.2 Cost Incidental to suspension of work

If such suspension is

- a. provided for in the Contract, or
- b. necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor, or
- c. necessary for the safety of Works or any part thereof or
- d. necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site or
- e. to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities, the Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work.

50.3 Extension of time on account of suspension

If suspension is ordered by the Engineer for reasons other than those mentioned in sub clause 50.2 and when each such period of suspension exceeds 14 days but does not exceed 30 days, at any one time, the Contractor shall not be entitled to extra costs, if any, incurred by him during the period of suspension of work, but the Contractor shall be entitled to such extension of time for completion of the work, as the Engineer may consider proper, having regard to the period of such suspensions.

For any such suspension of work not exceeding 14 days at any one time, the Contractor will not be entitled to any extension of time for completion of the work except where specifically agreed to by the Engineer.

50.4 Compensation for idle labour / plant due to extension of time

If the suspension referred to exceeds 30 days, at any one time, the Contractor shall be entitled to extension of time for completion of the Works, as the Engineer may consider

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reasonable having regard to the periods of such suspension. He shall also be entitled to compensation on account of any idle labour / employees and idle plant / machinery, which could not be diverted for use elsewhere during the period of suspension. Every effort shall, however, be made by the Contractor, to direct these resources for use elsewhere. The compensation so payable, shall be calculated at the actual daily rate of wages payable to the employees / labour rendered idle, and 70% of the rate for hire charges for plant and machinery as assessed by the Engineer, (excluding cost of fuel and lubricants) plus an additional 15% above all these items, to cover overhead costs. The Contractor shall furnish documentary proof to the satisfaction of the Engineer on the numbers of employees/labour rendered idle, the period for which rendered idle and the daily rates of wages payable to them. Similarly he will also furnish details of the number of different types of Plant/Machinery rendered idle, the period for which rendered idle and the hire charges for the same. The daily record of such information shall be verified by Engineer at the end of the day. The decision of the Engineer shall be final on the amount of compensation payable on account of any idle labour/employees and idle plant/machinery. Recovery of installments towards all advances shall remain suspended during the period the suspension of work lasts, and no interest on advance shall be charged for the said period of suspension. However, if only a portion of the Works has been suspended, Engineer shall permit postponement of advance recovery and waiver of interest charges, only on the portion of advances as considered reasonable by him.

50.5 Contractor's option to ask for closure of Contract

If the suspension of the whole of the Works, or any part or group of the Works exceeds 90 days, the Contractor shall have the option to ask for closure of the Contract, or deletion from the Contract of that part of Works which has been suspended. In that event, the Contractor shall not be entitled to any compensation for damage or loss, alleged or actual and for loss of any profits anticipated.

51.0 COMMENCEMENT OF WORK

The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, within the time limit as specified in the "Instructions to Tenderers". Thereafter, the Contractor shall proceed with the Works with due expedition and without delay.

52.0 PROGRAMME OF WORK

The Contractor shall, on receipt of letter of acceptance of his tender, or as soon as thereafter as possible, but not later than 15 days from the date of receipt of letter of acceptance, submit to the Engineer for his approval, a detailed programme, showing the order and procedure in which he proposes to carry out the work so as to complete the whole of the Works as per KD's mentioned in Conditions of Contract within the "Time for Completion" stipulated in "Instruction to Tenderers". Any requirement for completion of any part or parts of the Works before completion of the whole of the Works should be reflected in the programme. The Contractor shall, whenever required by the Engineer or the Engineer's Representative, also provide in writing for their information, a general description of the arrangements and method of deployment of labour and machinery which the Contractor proposes to adopt for the execution of the Works. If at any time it should appear to the Engineer that the actual progress of work does not conform to the approved programme, referred to above, the Contractor shall produce at the request of

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the Engineer, a revised programme showing modifications to the approved programme, necessary to ensure completion of the work within the time for completion stipulated in the Contract. The submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities or obligations under the Contract. The Engineer shall have full power and authority during progress of work, to issue such instructions as may be necessary for the proper and adequate execution and maintenance of the Work. The Contractor shall carry out and be bound by the same. The programme finally approved by the Engineer shall supersede the one submitted earlier with the Tender as per "Instruction to Tenderers".

53.0 POSSESSION OF SITE

Save insofar as the Contract may prescribe, the extent of portion of the Site of which the Contractor is to be given possession from time to time, and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will, on the Engineer's written order to commence the Works, give to the Contractor, possession of so much of the Site, as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 52 hereof, if any, and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make. The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due despatch in accordance with the said programme or proposals, as the case may be. If the Contractor suffers delay or incur extra cost as a result of failure on the part of the Employer to give possession of site in accordance with the terms of this Clause, the Engineer may on Contractor's request, grant extension of time for the completion of the Works and / or certify such sum, as in his opinion, shall be fair to cover the extra cost incurred, which sum shall be paid by the Employer to the Contractor Provided further that if the Employer is unable to give possession of the site for a small portion of the Works, the Employer, or the Engineer on his behalf, may delete the work at that site from the scope of the Contract and ask the Contractor to complete the rest of the work. The Contractor shall complete the same within the time frame stipulated in the Contract without any extra payment. The decision of the Engineer as to extra cost as referred to above in this clauses shall be final.

54.0 WAYLEAVES

The Contractor shall bear all costs and charges, for special or temporary way leaves required by him, in connection with access to the Site. The Contractor shall also provide at his own cost, any additional accommodation outside the Site required by him for the purposes of the Works. Contractor shall indemnify the employer from any legal actions/ law and order issues arising out of the situations where he has hired such areas but intended for the work under this Contractor.

55.0 ACCESS TO SITE OF WORK**55.1 Access for Engineer**

The Engineer or the Engineer's representative, shall, at all times have access to the Works and to all workshops and places, where work is being performed from where materials,

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manufactured articles or machinery are being obtained for the Works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

55.2 Access Road

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare / right of way, at his cost, unless otherwise provided for in the Contract and shall maintain the same in an appropriate condition to the satisfaction of engineer during the period of contract.

56.0 DELAY AND EXTENSION OF CONTRACT PERIOD**56.1 Time to be essence and Extension of Time**

i. The time allowed for execution and completion of the Works or part of the Works as specified in the Contract, in accordance with these conditions, shall be the essence of the Contract on the part of the Contractor. Subject to any requirement in the Contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the Works comprised in the Contract (with such modifications as may be decided by the Engineer in terms of Clause 60.0) by the date stipulated in the Contract or extended date in accordance with the Contract. In case of delay on the part of the Contractor, the Contractor shall pay as compensation an amount as provided herein. This is without prejudice to the right of the Employer to rescind the Contract in terms of Clause 59.0

ii. As soon as it becomes apparent to the Contractor, that the Works and / or portions thereof (required to be completed earlier) cannot be completed within the period(s) stipulated in the Contract, or the extended periods granted, he shall forthwith inform the Engineer and advise him of the reason (s) for the delay, as also the extra time required to complete the works and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension in the period of completion of the whole works and / or portions thereof. This application shall reach the Engineer, at least 30 days before the stipulated or extended date of completion of the whole works or the stage completion date of any portion of the work. In case the Contractor fails to apply for the extension of Contract or fails to apply in time, the Engineer, shall, in the case of any subsequent delay in the completion of the whole and / or portion of works, be justified to hold that such delay is only due to the Contractor's failure or fault and shall take further action accordingly in terms of the Contract. Any reasons or circumstances resulting in delay in the completion of the work s) even if they are not the result of the Contractor's failure or fault, shall not invalidate or vitiate the Contract.

56.2 Extension due to Modifications

If any modifications ordered by the Engineer or site condition actually encountered are such, that in the opinion of the Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Engineer to be reasonable.

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56.3 Delays not due to Employer / Contractor

If the completion of the whole works (or part thereof which as per the Contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to in Clause 82.0.
- b. Delay on the part of other Contractors or other parties engaged directly by the Employer on whose progress the performance of the Contractor necessarily depends.
- c. Any order of Court.
- d. Any other event or occurrence which, according to the Engineer is not due to the Contractor's failure or fault, and is beyond his control; the Engineer may grant such extension in period of completion of the work(s), as in his opinion is reasonable.

56.4 Delay due to Employer or Engineer

In the event of any failure or delay by the Employer or the Engineer, to hand over to the Contractor the possession of site necessary for execution of Works, or any part of the Works if different dates for handing over the site for different Works have been indicated in the Contract, or to give necessary notice to commence the Works, or to provide necessary Drawings or instructions or clarifications or to supply any material, plant or machinery, which under the Contract, is the responsibility of the Employer, then such failure or delay, shall in no way affect or vitiate the Contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable and any sums as determined under 50.4.

56.5 Delays due to Contractor and Liquidated damages.

If the delay in the completion of the whole Works or a portion of the Works, for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer feels that the remaining Works or the portions of Works can be completed by the Contractor in a reasonable and acceptable short time, then, the Engineer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

- a. Without prejudice to any other right or remedy available to the Employer on that behalf, by way of ascertained and liquidated damages, recover the sums that become due towards non achievement of KDs as stipulated in this contract for the delayed duration the Contractor is in default.
- b. If the delay relates only to a portion of the Works with a separate and earlier completion period, the Contract Value shall be restricted to the cost of that portion of the Works only.
- c. The total recovery on account of compensation shall be limited to 5% of the Contract Value of the Works, or the portion of the Works, as the case may be.

56.6 Time to continue to be the essence of Contract in spite of extension of time

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be the essence of contract on the part of the Contractor.

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56.7 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation payable by the Contractor under this Clause shall be final and binding.

57.0 FORE-CLOSURE OF CONTRACT**57.1 Payment to Contractor on fore-closure of Contract**

i. The Employer shall be entitled to foreclose the Contract, at any time, should, in the Employer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer, of such fore-closure and reasons therefore, shall be conclusive evidence thereof and be binding on the Contractor. In such a case, the value of approved materials actually brought to the site and reasonably required to execute the Works during next three months, as per approved programme, and of Work done up-to-date by the Contractor, shall be paid for in full by the Employer, at rates specified in the Contract. If rates for any materials or items of work are not available in the Contract, these shall be fixed by the Engineer by taking into account market rates or by adopting the procedure set forth in sub-clause 62.2. In addition, a sum not exceeding 2% (two per cent) of the value of the work remaining incomplete on the date of closure (i.e. total stipulated value of Contract less the value of works actually done in terms of Contract and paid for and less the cost of materials at site taken over by the Employer and paid for as aforesaid), shall be payable to the Contractor, to allow for expenditure incurred on preliminary site work, not fully covered by payments effected and for transportation of Contractor's tools, plants and materials, scaffolding and shuttering, etc. as also labour and other personnel back to his depot, notwithstanding whether the sum actually spent by the Contractor on all these items is more or less than the amount paid under this Clause. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest thereon. In case the Contractor defaults, the Employer shall be entitled to recover the amounts from any payment due to the Contractor, or from the Performance Guarantee amount or by encashing the Bank Guarantees given by the Contractor for securing the advances. This is without prejudice to other remedies available to the Employer.

ii. Provided further, that any reduction of quantities against individual items of the Contract, merely as a variation when the work is executed, shall not constitute foreclosure of Contract in terms of this clause, and no compensation whatsoever as per this clause will be due or payable to the Contractor on that account.

57.2 Default of Employer

- i. In the event of the Employer:
 - a) failing to pay to the Contractor the amount due under any certificate of the Engineer, within ninety days after the same shall have become due under the terms of the Contract, subject to any deduction that the Employer is entitled to make under the Contract, or

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- b) becoming bankrupt or,
- c) being a company, going into liquidation
- d) The Contractor shall be entitled to issue a notice to the Engineer, with a copy to the Employer, stating that he shall be terminating the Contract after 30 days of

receipt of the notice by the Engineer, for reasons stated in the notice. If within the said period of 30 days, the Engineer notifies the Contractor with a copy to the Employer, that the reasons stated in the notice of the Contractor are not valid or that the alleged reasons of default of the Employer have been remedied and no longer exist, then the Contractor shall not be entitled to terminate the Contract.

58.0 RESCISSION OF CONTRACT DUE TO DEATH OF CONTRACTOR / PARTNER

If the Contractor is an individual or a sole proprietary concern, and the individual or the sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case unless the Employer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of a partnership firm, all surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to rescind the Contract as to its incomplete part. In that event, the Employer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of Contract. The Engineer's decision, as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor firm can or cannot carry out and complete the Contract, shall be final and binding on the parties. Provided further that the legal representatives of the Deceased Contractor the surviving partners, shall also not be liable to pay any damages actually suffered by the Employer, in respect of incomplete part of the Contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contract firm as the case may be

59.0 DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT**59.1 Conditions leading to determination of Contract**

- (i) If the Contractor,
 - a) Becomes bankrupt or insolvent or
 - b) makes arrangements with or assignment in favour of his creditor, or agrees to carry out the Contract under a committee of inspection of his creditors or
 - c) being a Company or Corporation goes into liquidation by a resolution passed by the Board of Directors / General body of the shareholders or as a result of Court order (other than voluntary liquidation for the purpose of amalgamation or reconstruction); or
 - d) has received execution order by Court levied on his goods or property on the Works, or
 - e) assigns or sublets the Contract or any part thereof otherwise than as provided for under conditions of this Contract, or

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- f) abandons the Contract, or
 - g) persistently disregards instructions of the Engineer or contravenes any provisions of the Contract, or
 - h) fails to adhere to the agreed programme of work or fails to complete the Works or parts of the Works within the stipulated or extended period of completion, or is unlikely to complete the whole Work or part thereof within time because of poor record of progress; or
 - i) fails to remove materials from the Site, or pull down and replace work, after receiving notice from the Engineer to the effect that the said materials or Works have been condemned or rejected, or
 - j) fails to take steps to employ competent and/or additional staff and labour, or
 - k) fails to afford the Engineer or his representative proper facilities for inspecting the Works or any part thereof, or
- (ii) suppresses or gives misleading information while submitting the tender, then and in any such case, the Engineer or the Employer shall be entitled, after giving 7 days' notice in writing, under his hand or under the hand of the Engineer, to rescind the Contract, as a whole or in part or parts (as may be specified in such notice). In such a case of rescission, the Employer may adopt either or both of the following courses:
- a) Take possession of the site and any materials, constructional plants, implements, stores, etc. thereof, and carry out the whole or part of the Work from which the Contractor has been removed by the employment of the required labour and materials, the cost of which shall include lead, lift, freight, supervision and / or incidental charges.
 - b) Measure up whole or part of the Work from which the Contractor has been removed, and get it completed by another Contractor; and the manner and method in which such work is to be completed, shall be entirely at the discretion of the Engineer whose decision shall be final.
- (iii) In case of sub para (g), the Engineer at its sole discretion may terminate only part of the Contract also by taking out some part of the total scope of work and may complete or arrange for any other entity through the process of open/ limited / single tender or by calling quotations, to do so at the risk and cost of the Contractor.

59.2 Entitlement of Employer

In both cases described in sub-clause 59.1(ii) above, the Employer shall be entitled to:

- a) forfeit the whole or such portion of the Performance Guarantee amount and other BGs for mobilization advance, as the employer may consider fit, and
- b) recover from the Contractor the cost of carrying out the balance work in excess of the sum which he would have been paid according to the certificate of the Engineer, if the works had been carried out and completed by the Contractor under the terms of Contract. Such certificate shall be final and binding upon the Contractor. The amount to be recovered may be deducted by the Employer from any monies then due or which, at any time thereafter, may become due to the Contractor alone or jointly under this or any other Contract or otherwise.

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59.3 Non-exercise of power not to constitute waiver

Provided always that in case any of the powers conferred upon the Employer by Sub-clause 59.1 and Sub-clause 59.2 above, shall have become exercisable, and the same may not have been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions thereof. Any such powers shall, notwithstanding, be exercisable in the event of any future case of default by the Contractor for which his liability in the past or future shall remain unaffected.

60.0 MODIFICATIONS TO WORK**60.1 Authority to order modifications**

The Engineer acting on behalf of the Employer, shall be competent by an order in writing to enlarge or extend, diminish or reduce the Works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or in the combination or use of materials for the execution thereof and to order any additional works to be done or any work not to be done and save as provided under Sub-clause 62.2 the Contractor will not be entitled to any compensation for any reduction, but will be paid only for the actual amount of work done and for approved materials supplied at site up to the date of intimation of such reduction, diminution or alteration.

60.2 Modification not to affect the Contract

The enlargement, extension, diminution, reduction, alterations or additions, referred to in Sub-clause 62.1 of this clause shall in no degree affect the validity of the Contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the schedules, specifications and drawings, and the amount to be paid therefor shall be calculated in accordance with accepted schedule of rates and other extra items of works at the rates, determined under Clauses 62.0 and 63.0 of these conditions. Provided that if the nature or amount of any variation relative to the nature or amount of the whole of the works shall be such that in the opinion of the Engineer, the rate for any item in the accepted Bill of Quantities is by reason of such variation rendered inapplicable, the Engineer shall fix such other rate, as in the circumstances, he shall consider reasonable and proper.

60.3 Decision of Engineer to be final

The decision of the Engineer under this clause shall be final.

61.0 VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES

i. The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the Work. The Contractor shall be bound to carry out and complete the stipulated work / group of works, irrespective of the variations in individual items or group of items, specified in the Bill of Quantities.

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62.0 EXTRA ITEMS NOT IN THE BILL OF QUANTITIES**62.1 Operation of extra items of work**

If any items of work not provided for in the accepted Bill of Quantities is to be operated, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such works at the rates to be decided as per Sub-clause 62.2

62.2 Derivation of rates for extra items of work

The rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities and USSoR of the accepted tender. In case it is not possible to derive the item from BOQ, then the rates as per the latest DSR applicable to Chennai and Latest schedule of rates of TNPWD in that order shall be considered. In case the item not being available as per above method then, the rate may be decided on the following basis:

- a. Cost of materials at current market rates, as actually utilised in the final finished permanent work, including a reasonable percentage for wastage and transportation.
- b. Cost of enabling works current market rates if any (unless provided for separately) worked out on the above basis but with less stringent quality specifications minus salvage value of serviceable material released after completion of work and cost of material released as scrap.
- c. Cost of labour actually used at the site of work at rates under Payment of Minimum Wages Act for the area of work for each category of worker, further enhanced by a percentage of 30% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.
- d. Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work at current market rates. The tools used by various trades shall not be counted as Plant & Machinery for this purpose.
- e. An amount of 15% of items (a), (b), (c) and (d) above to allow for Contractor's overheads, taxes, and profits. This percentage shall also apply to estimated cost of materials supplied free to the Contractor.

62.3 Notices by Contractor

In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises.

Such a notice shall not, however, be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Engineer may ask the Contractor to furnish detailed analysis of the new rates on the lines mentioned in Sub-clause 64.2 above and / or attend a meeting with him to settle the rate. The Contractor shall be bound to furnish the requisite details and / or attend the meeting.

62.4 Provisional payment for extra item

In case the Contractor fails to so notify the Engineer in advance, wherever required, or having notified fails to attend the meeting after due notice for settlement of rates, or if mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by

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the Engineer. In the absence of a finalised rate for a new item, the Engineer shall be free to certify a payment to the Contractor based on a provisional rate for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalised by him for that item. Normally, no price variation clause shall be applicable to new rates not originally included in the Bill of Quantities.

62.5 Payment for extra items of work on the basis of actual expenditure

The Engineer may, however, alternatively decide to allow payment on the basis of actual expenditure incurred on day-work basis. In such a case, the Contractor shall furnish to the Engineer, vouchers to prove the expenditure incurred. Before ordering material or hiring any plant etc., the Contractor shall get the quotations and rates accepted by the Engineer, if the same is not already provided in the Day work schedule of agreement. The Contractor shall furnish to the Engineer or his representative, a daily list (with name, occupation and shift time) of all workmen deployed on the work, in duplicate for checking and approval. The Contractor shall submit to the Engineer a priced statement of labour, material, plant, etc., actually used on the work, together with the output of work at the end of each calendar month and / or as soon as the work is completed. The payment for the new item of work will be certified by the Engineer based on this submission, duly providing for Contractor's overheads, taxes and profit as indicated in Sub-clause 64.2.

62.6 Decision of Engineer to be final and binding

The decision of the Engineer under this clause shall be final and binding.

63.0 MODIFICATIONS TO CONTRACT TO BE IN WRITING

In the event of any provisions of the Contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer or the Employer's authorised representative and the Contractor or his authorised representative. Such modifications shall not be effective until the same have been signed by both the Parties. Any verbal or written arrangements for abandoning, modifying, extending, reducing or supplementing the Contract, or any of the terms therefor, shall be deemed to be provisional and shall not be binding on the Employer unless and until the same are incorporated in a formal instrument and signed by the Employer or his authorised representative and the Contractor or his authorised representative.

64.0 PRICE VARIATION

Price variation is not applicable for this contract or for any extended period of time thereof.

65.0 Deleted**66.0 CLAIMS**

The Contractor shall send to the Engineer's Representative once in every three months an account giving particulars, along with full details and justification, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding three months. No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorise payment to be made for any such work or expense, notwithstanding the Contractor's failure to comply with this condition, if the Contractor has,

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at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work.

67.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any money due to the Contractor either alone or jointly with others, including the Performance Guarantee amount returnable to him, may be withheld or retained by exercise of lien by the Employer, against any claim of the Employer or of any other branch, office, department or subsidiary of the Employer in respect of payment of a sum of money arising out of or under any Contract other than the present Contract made by the Contractor, alone or jointly with the Employer or any other branch, office, department or subsidiary of the Employer. It is an agreed term of Contract that the sums of money so withheld or retained under this clause by the Employer, shall be kept withheld or retained till the claims arising out of or under the other Contract, are either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account, or any other account, in respect of any sums of money withheld or retained, under this clause and duly notified to the Contractor.

68.0 PLANT AND MATERIALS OF THE CONTRACTOR**68.1 Contractor's plants / material at site to be exclusive to the work**

All Constructional Plant and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the Site to another without the consent in writing of the Engineer.

68.2 Removal of construction plants / materials from site

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant remaining thereon and any unused materials belonging to the Contractor.

68.3 Loss or damage to construction plants / materials

The Employer shall not at any time be liable for the loss or damage to any of the said Constructional Plant, Temporary Works or materials save as mentioned in Clause 30.0.

68.4 Assistance to Contractor for re-exports of plant

In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the Employer may assist the Contractor, where required, in procuring any necessary Government consent for re-export of such Constructional Plant by the Contractor after the completion of the Works.

68.5 Assistance to Contractor for Customs clearance

The Employer may assist the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works. This shall not in any way dilute the Contractor's obligations and responsibilities under the Contract.

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68.6 Rejection of any material / workmanship found defective at site

The operation of Clauses 48.0 and 70.0 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials or workmanship at any time by the Engineer if the same is found to be defective and / or not conforming to the Contract and Specifications.

69.0 TEMPORARY WORKS

All temporary works necessary for the proper execution of the works shall be got done and maintained by the Contractor at his cost and subject to the consent of the Engineer shall be removed by him at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and cost as incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor. No temporary huts or any other form of accommodation can be provided by the Contractor on the Employer's land for labour engaged by him for the execution of the works. The Contractor shall arrange for such accommodation by himself.

70.0 MEASUREMENTS OF WORK AND PAYMENTS**70.1 Quantity in Bill of Quantity only estimated quantity**

The quantities set out in the accepted Bill of Quantities, are the estimated quantities of the Works, and they shall not be taken as the actual and correct quantities of the work to be executed by the Contractor, in fulfilment of his obligations under the Contract.

70.2 Payment on actual measurements

The Contractor shall be paid for the Works, at rates in the accepted Bill of Quantities of the Contract, and for additional and extra items of work at rates determined under Clauses 62.0 and 63.0 of these conditions, on the measurements taken by the Contractor or his Agent in the presence of the Engineer or Engineer's representative and certified by the engineer or engineers representative.

70.3 Measurement of work at regular intervals

Such measurements shall be taken of the work in progress from time to time, and at such intervals, as in the opinion of the Engineer, shall be proper, having regard to the progress of the work. On an agreed date and time, the Contractor or his authorised agent shall take the on-account or final measurements in the presence of Engineer or Engineer's representative, on numbered RFI's (Request for Inspection) format as approved by the engineer. The Contractor or his authorised agent shall sign the result of the measurements, which shall also be signed by the Engineer or the Engineer's representative as an acknowledgement and acceptance of the accuracy thereof.

70.4 Measurement of works as per records and drawings

For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings month by month of such work, and submit the same to the Engineer or Engineer's Representative for his agreement on such records and drawings.

The Engineer or the Engineer's Representative shall have the right to delete or correct

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any measurement if it is found at a later stage that the work is incomplete, defective and / or not conforming to the specifications.

71.0 ON ACCOUNT PAYMENT (Interim Payment Certificate)**71.1 Procedure for On-Account payment**

The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such Works, as, in the opinion of the Engineer, the Contractor has executed in terms of the Contract. Such payments shall normally be made once in a calendar month. The Contractor shall submit the on-account bills, by the date stipulated by the Engineer, in the prescribed Proforma, supported with measurements, jointly acknowledged and accepted in the approved format of RFI's. After preliminary scrutiny and certification by the Engineer, payment of 80% of the certified amount shall be made by the Employer within 14 days. The amount certified shall account for all deductions, including statutory deductions like sales tax, income tax, etc., recoveries for advances and any amounts due from the Contractor. The balance 20% shall be paid within 28 days, from the date of the preliminary certification of the bill by the Engineer. Such payments made by the Employer, shall not constitute any acceptance of the measurements or Bill of Quantities by the Employer and the Employer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the approved format of RFI's or Bills. The Employer shall have right to recover any amount paid in the earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent Bill, the Contractor shall on demand from the Engineer or Employer immediately refund the extra amount to the Employer within 7 days, failing which he shall have to pay interest @ 10% per annum till the said extra amount is paid back by him. GST shall be reimbursed separately on production of proof of payment.

71.2 Non-recording of measurements

The Engineer reserves the right not to entertain an on-account bill, when the work done during the period is insignificant or is less than 5% of the contract value work.

71.3 On-Account Payment without prejudice

"On account" payments made in respect of work; done or materials delivered by the Contractor, shall be without prejudice to the final accounts, (except where measurements are specifically noted in the measurement book as "final measurements" and have as such been signed by the Contractor), and shall not be considered by itself to be evidence of any facts, stated in or to be inferred from such payments or of any work done or materials supplied, or of the manner of its execution.

72.0 FINAL MEASUREMENTS AND PAYMENTS

Soon after the issue of the Completion Certificate, as per Clause 76.0 the Engineer shall have the final measurements taken, recorded and signed, as in the case of interim measurements referred to in Clause 70.0. A joint account of any plant, equipment and materials issued by the Employer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and joint material and plant, equipment account statements, the Contractor shall submit a draft Final bill with supporting documentation, in the format prescribed by the Engineer. Within one month of receipt of the draft Final bill and of all information reasonably required for its verification, the Engineer shall determine the value of all matters to which the Contractor is entitled under the Contract, and issue his draft Final bill account to the Employer and the Contractor. The Contractor shall sign the Engineer's copy of the draft Final Bill Account in token of acknowledgement.

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of the full and final value of the Works performed under the Contract, and based on that, submit promptly the Final Bill within 30 days of signing the draft final bill duly signed by him in the format desired by the Engineer, together with a "No Claim" certificate or a list of any unsettled claims in accordance with Clause 66.0. In case of Failure to submit the final bill within the stipulated period final bill shall be determined by the engineer and the same shall be an excepted matter

On receipt of the Final Bills, the Engineer shall promptly prepare and issue to the Employer the Certificate of Final Payment, confirming the amount due to the Contractor under the Contract. The Employer, shall, on receipt of the Certificate, arrange to make payment, subject always to any deductions under these presents, due to the Contractor, within a period of 15 days.

73.0 ADVANCES

Advances (if any) shall be granted as per Special Conditions of the Contract.

74.0 ROUND OFF

In calculating the amount each item due to the Contractor, in every certificate prepared for payment, sums of less than fifty paise shall be omitted and sums of fifty paise and more up to one rupee shall be reckoned as one rupee.

75.0 PAYMENTS AND COMPLIANCE WITH TAX REQUIREMENTS.**75.1 Payment by NEFT / RTG**

Unless otherwise specified all payments to the Contractor shall be made by NEFT/RTG/ Cheque, but no Cheque will be issued for an amount less than Rs.1000/-

75.2 Tax Deduction at Source

Where there is a statutory requirement for Tax deduction at source, such deduction towards Income Tax and other Taxes as applicable will be made from the invoices payable to the Contractor at rates as notified by concerned authorities from time to time.

75.3 Compliance to GST and other tax requirements.

Please refer Special Conditions of Contract.

76.0 COMPLETION CERTIFICATE**76.1 Time of Completion**

Subject to any provision in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed in accordance with Clause 52 hereof, within the time limit stated in the "Instructions to Tenderers" or such extended time as may be allowed under Clause 56 thereof.

76.2 Notice by Contractor regarding completion of work

As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the Works, or of any part of the work, for which a separate date of completion is stipulated in the Contract, to the Engineer, and the Engineer, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the Contract. If the Engineer notices any

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incomplete item of work or any defect which is to be rectified by the Contractor, or if any part of or whole of the work fails to pass the specified tests, the Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. Provided, however, that such certificate shall not be refused only on grounds of any minor defect in the work, required to be rectified by the Contractor in respect of Contracts wherein a specific defect liability period (maintenance period) is provided for. If in the opinion of the Engineer, the work shall have been satisfactorily completed and shall have satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a Certificate of Completion, showing the date of completion in respect of Work and the defect liability period if any (i.e. the maintenance period), shall commence from the date of such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the Works, before the completion of the whole of the Works or with respect to any specific substantial part of the work which has been so completed and / or used by the Employer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period (Maintenance period) of such part, shall commence from the date of such certificate.

76.3 Completion Certificate not to Absolve

The Certificate of Completion of works referred to in Sub-clause 76.2 above, shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period (period of maintenance) specified in the Contract, arising in the opinion of the Engineer from materials or workmanship being not in accordance with Drawings or Specifications or instructions of the Engineer. These shall be amended and made good by the Contractor at his own cost. In case of default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to amend and make good such defects, imperfections, shrinkages and faults, and all expenses consequent thereto and incidental thereto, shall be borne by the Contractor and shall be recoverable from any moneys due to the Contractor under the Contract including the Performance Guarantee amount or from any moneys payable to the Contractor by the Employer, under any other Contract, or as a debt due.

77.0 POST PAYMENT AUDIT

It is an agreed term of the Contract, that the Employer reserves to himself the right to carry out a post payment audit and / or technical examination of the Works, and the Final bill including all supporting vouchers, abstracts, etc., and to make a claim on the Contractor for the refund of any excess amount paid to him, if as a result of such examination, any over-payment to him is noticed to have been made in respect of any work done or claimed to have been done by the Contractor, under the contract. If any under-payment is noticed, the same shall be paid by the Employer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

78.0 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter, arising out of or in connection with the Contract, or the execution of the Works, unless the Contractor shall

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have made a claim in writing in respect thereof within 60 days from the date of completion of the Works.

78.1 Unfulfilled obligations

Notwithstanding the issue of performance Certificate, the Contractor and the Employer, shall remain liable for the fulfilment of any obligation included under the provision of the Contract, prior to the issue of the performance Certificate, which remain unperformed at the time such certificate is issued, and for the purpose of determination of the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

79.0 PRODUCTION OF VOUCHERS

i. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the materials supplied by the Contractor are in accordance with the specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.

ii. If any part or item of the work is allowed to be carried out by a sub-contractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or orders.

80.0 WITHHOLDING AND LIEN FOR SUMS CLAIMED

i. The Employer shall have lien over all or any moneys that may become due and payable to the Contractor under these presents, and / or over the deposit of Performance Guarantee or other amount or amounts made under the Contract and which may become payable to the Contractor, under the condition in that behalf herein contained, in respect of any debt or sum that may become due and payable to the Employer by the Contractor, either alone or joint with others, either under this or under any other Contract or transaction of any nature whatsoever between the Employer and the Contractor.

ii. And further, unless the Contractor pays and clears immediately on demand any claim of the Employer, the Employer shall at all times be entitled to deduct the amount of the said claim from the moneys, securities and / or deposits which may have become or will become payable to the Contractor under these presents, or under any other Contract or transaction whatsoever between the Employer and the Contractor even if the matter stands referred to Arbitration. Provided further

that if the Contractor does not accept any such claim, the amount deducted shall be treated as having been withheld only till the claim is mutually settled or determined by the Arbitrator or by the competent court of law. The Contractor shall have no claim for any interest or damages whatsoever in respect of any amounts withheld or treated as withheld under the lien referred to above and duly notified as such to the Contractor.

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81.0 SIGNATURE ON RECEIPTS FOR PAYMENTS

Every receipt of payment which may become payable, or for any Performance Guarantee amount which may become returnable to the Contractor, under this Contract, shall, if signed in the partnership name by anyone of the partners of a Contractor firm, or by a person holding a power of attorney, if the Contractor is a limited (private / public) company, be a good and sufficient discharge to the Employer in respect of moneys or security amount purported to be acknowledged thereby. In the event of death of any of the Contractor's partners during the currency of the Contract, it is hereby expressly agreed that every receipt by any one of surviving Contractor's partners, shall, if so signed as aforesaid, be a good and sufficient discharge as aforesaid, provided that nothing in this Clause shall be deemed to prejudice or affect any claim, which the Employer may hereafter have against the legal representatives of any Contractor's partner so dying, for or in respect of breach of any of the conditions of the Contract. Provided also that nothing contained in this clause shall be deemed to prejudice or affect the respective rights and obligations of the Contractor's partners, or of the legal heirs/representatives of any deceased contractor/partner interests.

82.0 FORCE MAJURE

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods once in 50 year cycle, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") then, provided notice of the happening of such an event as given by either party to the other within 21 days of the occurrence thereof.

a. Neither party shall be reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

b. The obligation under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

c. If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.

d. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.

e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured, shall be borne by the Employer.

f. If the Contract is terminated under this Clause, the Contractor shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the Contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

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g. If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not have occurred and the Contract will continue to have effect as such.

83.0 SETTLEMENT OF DISPUTES AND ARBITRATION**83.1 Dispute Resolution:****1. Negotiation and Amicable Settlement:**

In the event of any dispute (of any kind whatsoever) arises between the Parties in connection with or arising out of the contract between the parties ("Disputes"), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

2. Conciliation

There shall be a Conciliator well experienced in required field who will carry out the conciliation process under part III of the Arbitration and Conciliation (Amendment) Act 2015.

If the disputes are not resolved through Negotiation and Amicable settlement, the parties shall attempt to settle such dispute through Conciliation.

Both parties will agree for nominating sole Conciliator from the list provided by CMRL, CMRL shall, within fifteen days from the date of failure of Negotiation and Amicable settlement, send a panel of 5 (Five) independent and neutral members who shall be professionals, experienced in the relevant field. The Contractor shall nominate one member from the List within fifteen days from the date of receipt of the List from CMRL

Conciliation proceedings shall commence when the party submit a brief statement of the claims/disputes to the conciliator.

The Conciliator shall be paid a fee of Rs. 25000/- per sitting plus Rs.5000/- towards local transport charges for each day of proceedings. An outstation member shall be reimbursed the air fare by economy class and hotel accommodation additionally. Applicable taxes, if any, shall be reimbursed as per actuals. The expenditure shall be shared equally by both the parties.

The Conciliator shall hold its sitting at a designated place in Chennai. Conciliator may hold as many sittings every month as he deems appropriate keeping in view the volume of work at its disposal. The proceedings shall be completed within 10 sittings in a period of 6 months. In case more sittings are required by the Conciliator, the same may be held at the discretion of the Conciliator with the consent of the parties.

The procedures and methodologies of the Conciliation proceedings shall be evolved by the Conciliator in its first meeting. The Forum of Conciliator is a settlement forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. The parties are expected to be brief and to the point before the committee with regards to their respective stand and views to exercise the spirit of settlement.

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The Parties before the Conciliator shall be represented by a senior Executive and regular employee of the company, supported by an Authorization letter to enter into a Settlement Agreement. The representing parties appearing before the Conciliator shall be capable of taking decision immediately and settle the dispute.

The Conciliator shall be guided by principles of objectivity, fairness and justice, giving consideration to other things, the rights and obligations of the parties and usage of the trade practice and circumstances surrounding the dispute and suggest the proposal for a settlement of the dispute. If a settlement is arrived at, the same shall be recorded as a settlement agreement and signed by the Contractor, CMRL and the Conciliator. The settlement agreement shall be final and binding on the parties in terms of section 73 of the Arbitration and Conciliation Act 1996 as amended.

In case of failure of the conciliation process, the Conciliator shall write a declaration after consultation with the parties to the effect that further efforts at conciliation are no longer justified on the date of declaration.

If any dispute between the parties is not resolved through Conciliation, either party on or before 30 days from the date of declaration of Conciliator, shall give notice in writing to the other party of its intention to refer such dispute to Arbitration.

3. Arbitration:

The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator:

3.1) The dispute shall be referred to a Sole-Member Arbitral Tribunal. Such Sole-Member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by CMRL, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirements relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

3.2) If the party seeking Arbitration is the Contractor, such proposal shall be addressed to CMRL and CMRL shall, within fifteen days from the date of receipt of such proposal, send the List of Arbitrators maintained by CMRL, referred in clause 3.1 above, to the Contractor. The Contractor shall nominate an arbitrator from the List within fifteen days from the date of receipt of the List from CMRL. If the party seeking Arbitration is CMRL, it shall forward such proposal to the Contractor along with the nomination of an Arbitrator from the List referred to in clause 3.1 above.

3.3 If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said List on behalf of the party failing to nominate.

3.4 The Parties agree that the selection and nomination of Arbitrator from the List should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrator shall have sufficient knowledge and experience to decide upon the disputed matter.

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3.5 In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in the manner aforesaid.

3.6 Subject to the aforesaid, the Arbitration and Conciliation Act, 1996, as amended from time to time and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

3.7 The venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.

83.4. No suspension of work

The reference to arbitration shall proceed notwithstanding that Works shall not then be or be claimed to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

83.5 Excepted Matters

The following clauses/ matters are excepted which are not Arbitral. Clause 8.2, 8.3, 26, 35.2, 42, 46, 50.4, 60.0 and 82.01

84.0 NOTICES**84.1 Notice to Contractor**

All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorized agent, or delivered or left at or posted to the given address of the Contractor or Contractor 's agent or Contractor 's Registered Office or principal place of business. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

The Contractor shall, on award of the Contract, furnish to the Engineer, the name, designation, address and telephone, telex and telefax numbers of his agent referred to in Clause 11.0.

84.2 Notices to Employer and Engineer

All notices to be given to the Employer or to the Engineer, under the terms of the Contract, shall be served by sending by post or telex or telefax, E-mail or by delivering the same, to the respective addressees nominated for this purpose.

84.3 Change of Address

Either party may change the nominated address by prior written notice to the other party, or the Engineer may do so by prior written notice to both the parties, viz. the Employer and the Contractor.

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84.4 Changes in Constitution of Firm

In case the Contractor is a partnership firm, any change in the constitution of the firm shall forthwith be notified by the Contractor to the Engineer as also to the Employer.

85.0 PAYMENT IN FOREIGN CURRENCIES

The Payment under this contract shall be made in INR only.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT**1. Priority Of documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and unless otherwise specified in the Special Conditions of Contract, the priority of the documents shall be as follows:

- a. The Contract Agreement (CA);
- b. The Letter of Acceptance (LoA); along with letters of clarifications, if any;
- c. Letter of Clarifications on submitted Tender, if any;
- d. Reply to Pre Bid queries / Addenda to the Tender Documents;
- e. Form of Tender (FOT);
- f. BOQ/Payment schedule / Pricing Document;
- g. NIT;
- h. ITT;
- i. The Special Conditions of Contract;
- j. The General Conditions of Contract;
- k. Technical Specifications and Drawings
- l. The Contractor's Proposal; and

Any other document forming part of the Contract

2. CLIMATIC CONDITIONS

The work site is at Chennai and tenderers must acquaint themselves about the city traffic climatic and other conditions before submitting the tender. The Employer shall in no way be responsible on this account

3. Programmes

- i. The Contractor shall prepare and submit to the Engineer the proposed Works Programme showing how the Contractor will execute the Works to ensure completion of the Key Dates for various activities.
- ii. Consent by the Engineer to a Works Programme shall not relieve the Contractor of any of his duties or responsibilities under the Contract, nor in the event that a Works Programme indicates that a Key Date has not or will not be met, constitute any form of acknowledgement that the Contractor is or may be entitled to an extension of time in relation to such Key Date or a Mile Stone.

4. Cash Flow Estimate:

The Contractor shall furnish to the Engineer, a detailed cash flow estimate in respect of the works, within 15 days from the Commencement Date. This shall be up-dated and submitted every months thereafter, until the completion of the works. The Contractor shall prepare and submit his detailed Programme of Work so as to achieve key dates of various activities.

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5. Accidents at Work Sites:

For any accident taking place at work sites due to failure of equipment, collapse of temporary works, non-provision of protective measures at excavation sites, workmen or members of public getting injured or killed, toppling of cranes, trailers, trucks, trolleys etc., electrocution cases or any other mishap taking place at sites or away from work sites where contractor's plants and machineries are involved, the sole responsibility for such accident lies with the main Contractor only and not on sub-contractors and he shall be liable to be charged for criminal negligence, in addition to penalties. No liabilities whatsoever will devolve on CMRL or CMRL's employees on this count. CMRL also reserves the right, depending on the severity and seriousness of the accident, to suspend the business dealings and to blacklist the Contractor or Sub-Contractor for a period found appropriate and necessary.

6. Compliance to GST and other tax requirements.

Add following below Clause 75.30

- i. GST shall be reimbursed to the contractor on production of proof of payment.
- ii. The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor's in respect thereof, which may arise. The Contractor shall maintain complete records in respect of payments made for taxes, duties octroi and other levies payable to various authorities and shall advise the Employer of the complete details of such payments every month, which shall be enclosed with the Monthly Progress Report. These records shall remain open for inspection by the Employer or the Engineer at any time and shall be made available to them as and when required.
- iii. In case the Employer or subject works or any component thereof is entitled to or receives approval for exemption, refund waiver or reimbursement in any of the taxes applicable to the Contract, including but not limited to the Basic Custom Duty, GST, the Contractor shall follow the due process and obtain such exemption/ refund/ reimbursement of such taxes etc., from the concerned authority. The Contractor shall arrange for the remittance of the refund so obtained to the Employer immediately. Alternatively, the Employer at its discretion may instruct the Contractor to submit all the documentary evidence of having paid the taxes to enable the Employer to claim the refund from statutory authorities. The Contractor will forthwith comply with any of the above requests of the Employer and in case of the failure of the Contractor, the amount of refund, whether estimated or actual, shall be recovered by the Engineer from the amounts due for payment to the Contractor as debt due from the Contractor. The Contractor should also pass on the benefit of GST to the Employer as per the Anti-Profiteering Rule 2017.
- iv. The Contractor shall provide valid certificates required under the GST Act and rules made there under. Until such certificate is submitted and accepted, no payment,

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including release of any advance payment, shall be made by the Engineer to the Contractor.

7. Changes in Cost Due to Change in law

- a. For the purpose of this clause. Law refer to laws or Government Policies relating to taxes and duties (relating to taxes, including law on Custom Duty) for the time being in force in India.
- b. "Change of Law" means the occurrence or coming into force of the following, at any time after the Base date:
Any new tax or change in the rate of any existing tax / duty if so related to the works, which is imposed after the due date of submission of tender and which impacts the performance of the contractor with increased cost or which results in extra financial gains to the contractor due to decreased cost in execution of works.

7.1 Such additional or reduced cost shall be certified by the Engineer after examining records provided by the Contractor and shall be paid by or credited to the Employer as the case may be subject to sub-clause 7.3 below.

7.2 Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if, the same shall have been taken into account under any other clause of the Contract;

7.3 No addition or reduction in cost due to any changes in any other Law will be allowed by the Employer, except for the changes due to

- a) Any new tax introduced and / or changes in the existing tax rates.
- b) Changes in rate of Customs Duty as compared to the rate existing on the base date; and
- c) Change in the rate of GST as compared to the rate existing on the base date.

8. Safety of Man power:

8.1 The contractor shall provide proper accommodation for Engineer and labours working at site.

8.2 In no case, labour Sheds or Tents are allowed at site during working.

8.3 Non- Compliance of the above, will lead to penal action.

8.4 Nothing is paid extra for the above,

9. Defect Liability Period:

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The Defect liability period shall be 90 days from the date of taking over certificate after completion of maintenance period of 730 days for Horticulture and Landscaping works.

SECTION VI

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS**1. SCOPE of Work**

The scope of the contract covers horticulture and Landscaping works of planting shrubs / Hedges, ornamental plants, Palms, in the road median of CMRL phase I Extn. Within 90 days from the date of commencement and maintenance of the same for a period of 730 days (two years) thereafter for an approximate length of 3 Kms.

The maintenance shall be done for a period of 730 days (two years) from the period of completion of Horticulture and Landscaping works and shall include watering, manuring, fertilizing, plant protection for pests and diseases, sweeping, weeding, and clipping of garden refuse, cultivation and cutting of edges, pruning and clipping of hedges, etc.

It shall also include staking, minor repair works and all other landscape hedges, etc. and all other landscape operations necessary for the proper growth for horticulture features and maintain them in proper standard of maintenance.

Bidder during maintenance period shall regularly water plants, shrubs etc. and hoeing and weeding inside the median. Bidder shall spray insecticide and fungicide application/spreading of chemical and manure as and when required or as advised by engineer in charge.

The Bidder shall water all trees, palms, shrubs, groundcover, and other planting areas as often as necessary to keep the ground moist all around and to the full depth of the roots.

The shrubs shall be checked and all dead wood, broken, damaged or crossed branches shall be cut back, depending on species. Any damaged branches are to be carefully pruned and the wounds sealed. All shrubs and groundcovers are to be reviewed monthly and pruned as per maintenance schedule or as and when required during the Maintenance Period to promote bushy growth and good flowering characteristics.

All planting beds are to be kept in a weed free condition with a weeding operation as per maintenance schedule or more regularly as required. Firming up and adjusting of stakes/ties shall be carried out monthly to ensure that the trees and shrubs are firmly held in ground All weeds, stones and rubbish collected from this operation shall be disposed / removed from the site by the bidder at his own cost.

The Bidder shall make regular checks to ensure that the plant material is insect and pest free and Trimming of hedges, Shrubs and Palms shall be done as and when required and as ordered by site in charge

The Bidder shall on continual basis supervise and attend to fertilizer needs/disease control/termite or fungus control as maintenance operations during the entire period of contract. All areas shall be well watered immediately after application of fertilizer.

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Scope Includes removing the dead leaves, cleaning the area including disposal of waste and dead leaves, twigs, garbage on day to day basis, making bunds to the plants wherever required, adding fertile soil and manure to the roots of the plants wherever necessary;

Bidder shall take all necessary measures should be taken to ensure that all plant materials thrive well and landscaped areas are kept in a clean and tidy condition.

Bidder shall be responsible to replace all dead and missing plants which fail to survive as a result of inadequate maintenance operations.

Bidder shall do Manuring minimum twice in a year during March – April & August-September or as needed for over a period of two years as a part of maintenance. As a part of termite control Insecticide for termite control shall be applied at least every quarter and as and when required i.e. January, April, July and November.

The Contractor shall be liable for any damages to property caused by planting and transplanting operations and all areas and disturbed construction shall be restored to their original condition to the satisfaction of the client.

Contractor shall Store plants in shade and protect them from hard weather. Maintain and protect surplus plant material at site till it is planted.

All earth balls shall be firm and intact and contained in poly bags. The ball should not be disturbed while planting. All balled and Hessian covered plants and container grown plants shall at all times be handled by the ball or by the container and not by the plant stem. The hessian/poly bag shall be removed while planting the plants. No plant should be planted with poly bags.

The quoted rates will be inclusive of cost of all materials like water, labor, tools, plants, equipment, transportation, taxes & levies etc.

GUARANTEE:

Bidder shall guarantee replacement of all dead plants for two years from date of completion of work. Repair damage to other plants during plant replacement at no cost to the CMRL.

FERTILIZER:

Chemical type: - Commercial fertilizer should be brought in packed containers or any reputed fertilizer company and will have to check to officer – in – charge before opening of bags and application shall be as per description given in schedule.

Organic type: - Manure from Sewer Treatment Plants or Solid Waste Management Plant shall be used.

PLANTING SOIL MIX:

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Plantings oil mix (Mixing of Earth and sludge/manure). The earth dug from pit/hole shall, before mixing, be broken down to particles of sizes not exceeding 6mm in any direction, good earth shall be thoroughly mixed with sludge in the following proportions: -

For trees and shrubs 2:1 (2 parts of stacked volume of earth after reduction by 20%: 1 part of stacked volume of manure after reduction by 8%).

Beds for hedge and shrubbery 8:1 (8 part of stacked volume of earth after reduction by 20% 1 part of stacked volume of manure after reduction by 8%)

INSPECTION:

Prior to all planting work, carefully inspect and verify that all earth work between the center median wall is complete at site where planting may properly commence.

PREPARATION:

The site shall be prepared in advance before plants are transported to site. The pits shall be dug of size specified in the schedule. The bottom of the pit shall be forced to loosen the soil. The pits should be properly aligned and spaced as mentioned under Schedule of work.

PLANTING:

Planting shall be performed in accordance with recognized best horticulture practice. Plants shall be set plumb and at such a level or elevation that after settlement they will bear same relation to level of surrounding ground as they bore to ground from which they were dug. All plants shall be planted on and in soil mix. All poly bags, ropes, stones etc. shall be removed from the pit before back filling. Soil for back filling shall be loose and friable.

Earth balled and hessian/poly bag covered plants or container plants shall be handled so that the ball will not be loosened. All plastic and other imperishable containers should be removed before planting. The burlap shall be cut away from the upper half of the ball and the remaining burlap shall be firmed at 150 mm to 200 mm. Do not plant if ball is cracked or broken before or during planting process. The poly bags shall be collected and shall be disposed at proper location.

Plants with exposed roots shall be placed in the proper position in the center of pit after the soil in the bottom of the pit has been firmed. Roots shall be arranged in their natural position and loose friable, topsoil worked in among them, firms at intervals and thoroughly settled with water. Care shall be taken to avoid bruising or breaking the roots when tamping the soil; all large and fleshy roots which are bruised or broken shall be pruned with a clean cut before planting.

FINISHING SURFACE AFTER BACKFILLING:

The contractor shall cultivate and take over finished planted areas and shall leave them in an orderly condition. A shallow basin, larger than the diameter of a planting pit as directed by the officer-in-charge should be prepared. On steep slopes the soil on the lower side of the plant shall be graded in such a manner that it will catch and hold water, as directed by the horticulturist.

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No deduction shall be made for the value of top soil displaced by balls. This displaced top soil shall be used in its entirety to build the above described watering basins on level ground or slight slopes and shall be used for grading around trees on steep slopes.

STAKING WITH BAMBOOSTICKS:

All staking shall be done immediately after planting. Plant shall stand plumb after staking. Drive stake perpendicularly, 60 cm – 90 cm as require resisting forces of the wind in to ground at edge of root ball. Singles take shall be located on the wind ward side of the tree. For balled root should be used to probe through the root system, to make a pilot hole, in to which the stake can be driven with minimum disturbance.

PRUNING:

Broken or badly bruised branches shall be removed with a clean cut. Each plant shall be pruned to preserve its natural character and, in a manner, appropriate to its particular requirements. The amount of pruning shall be limited to the minimum necessary. All pruning shall be done with sharp tools in accordance with instruction of the consultant. Pruning cuts shall be painted with recommended paints, if required.

WATERING:

During and after planting, the plants shall be watered in to eliminate air voids around the roots and watered regularly as per schedule mentioned under Schedule of works.

Watering is obligatory of contractor to deploy the number of water tankers. The contractor may arrange water on his own so that there is no water scarcity. As the watering shall be done along median, therefore, it is advised to water the plants during early morning hours i.e. 3.00 am to 8.00 am so that the vehicular movement is not affected and does cause any traffic jam. Deployed water tanker shall have fitted with red electric blinking signal and red flag at top of LHS back end. The safety measures as per IRC 112 shall be taken while watering.

If the Engineer-in-charge observes number of water tanker deployed are not being sufficient as per site/weather condition, he shall instruct to increase water tanker. His decision shall be final.

If contractor fails to deploy the water tankers as per officer-in-charge's instructions, each incidence of non-deployment shall imposed penalty of Rs.2500/day /incidence. The contractor shall maintain log books of each deployed water tankers and submit the Xerox copy's along with each monthly statement of work done. during daytime.

HEDGES / SHURB PLANTING:

Shrubs shall be positioned in the location and numbers shown on plan and placed to achieve even spacing and proper matching of shapes related in a random fashion at approximately equal centers to obtain a natural dense cover.

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Polythene and other non-perishable containers should be removed and any badly damaged roots should be carefully pruned. The shrubs should then be set in pits so that the soil level, after settlement, will be at the original mark on the stem of the shrub.

The planting pit shall be backfilled with planting soil mix to half its depth thoroughly firmed around the roots by treading to eliminate air voids. The remainder of the soil can then be returned and again firmed by treading,

Tall shrubs may need staking: Which shall be approved by the officer in charge, depending upon the conditions of individual plant specimen.

EXECUTION:

The contractor shall maintain all planted areas within the Centre median wall contract boundary until the area is handed over in whole or in phases. Maintenance shall include but not be limited to watering, weeding, cultivating, control of insects or diseases by means of spraying with approved insecticides, or fungicide, pruning, adjustment and repair of anchors and wire, repair of minor washouts and other horticultural operations necessary for the proper growth of plants and for keeping the contract area in appearance.

Replacement of Dead Plants: -

It is responsibility of the successful bidder to ensure the Planted plants do not die or get affected with any disease or pests. If any plant / shrubs dies during the period of maintenance or before period of completion, bidder has to replace the plants at his own cost immediately and no extra claim will be entertained for the above replacement whatsoever.

TENDER DRAWING

A soft copy of the tentative alignment with chainage for the project shall be issued by CMRL at the time of issuing LOA before commencement of work at site. The work shall be carried out as per the instructions of the engineer-in-charge. The bidder is supposed to be acquainting with working conditions and the nature, type, scope of work and involvement. The rates quoted shall remain firm during the entire period of execution till completion of the work and any additional claim for lack of knowledge shall not be entertained.

RATES

The item of work in the schedule of quantities describes the work very briefly. The various items of the schedule of quantities shall be read in conjunction with the corresponding sections in the technical specification including amendments and additions if any. For each item in the schedule of quantities, the bidder's rates shall include all the activities covered in the description of the items as well as for all necessary operations in details described in the technical specification for respective activity.

The unit rates include minor details which are obviously and fairly intended and which may not have been included in these documents but are essential for the satisfactory completion of the work.

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The bidders quoted rate shall be inclusive of rate of plant, transportation of Plants, loading, unloading, watering, weeding, pruning, cost of manure or fertilizer as required, replacement of dead plant and maintenance of the horticulture and landscaping works for a period of 730 days (Two years). Rate shall include all Labor, tools, tackles, equipment, taxes & levies. to complete the work.

MEASUREMENTS

All measurements shall be in SI Units. Length shall be measured in metres (m) correct to two places of decimals. Areas shall be worked out in square meters(Sqm) and volume in cubic meters(Cum) rounded off to two decimals.

Payment:

- a. Contractor should be registered with the concerned department of Employees Provident Fund Organization (EPFO). No payment shall be released to the contractor until and unless the contractor submits the registration certificate.
- b. At the time of submission of IPA/Final bill a certificate shall be submitted by the contractor certificate regarding up to date clearance of payment to his/their sub-contractors, vendors, suppliers, labour contractor etc. if any.
- c. The rate quoted in BOQ by the tenderers will remain firm till completion of the entire work and include all transit insurance, etc. of Central, State, Local bodies, etc. and charges for materials, labour, all lead, lift, ascent, descent, crossing of road/railway line from any place to site. GST if applicable will be reimbursed separately on production of proof of payment.
- d. Contractor must submit GST Registration Certificate along with the tender.
- e. Deduction of necessary Income Tax Act 194 will be made from bills under this contract.

INSPECTION BY CMRL REPRESENTATIVE:

CMRL's representative shall have the right at all times of supervise the contractor's work and instruct the contractor and the contractor shall execute the work as per the instructions without any lapse of time.

Tools and Labor:

In case any workman is found incompetent or otherwise undesirable by the CMRL representative at site, he should not be allowed to work under the contractor. In this matter, the opinion of the CMRL representative will be final and binding on the contractor. Labour, equipment, tools, plants and machineries, etc. as may be required for executing the work in a modern and workman-like manner as per specification are to be arranged by the successful tenderer to execute the work and no extra payment will be made for this purpose.

Safety at Site:

The contractor shall maintain in a readily accessible place first aid appliance including adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be placed under the charge of responsible person who shall be readily available during working hours.

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In the event of any accident at the work spot, if it is established by the enquiry by CMRL that the accident occurred wholly or partly due to any act tantamount to negligence on part of the contractor, he shall render himself liable for all damages and also legal proceedings.

Traffic Management Plan

The Contractor shall develop a detailed Traffic Management Plan for the work under the contract. The purpose is to develop a Traffic Management Plan to cope with the traffic disruption as a result of Planting activities by identifying strategies for traffic management on the roads and neighborhoods impacted by works. The Contractor shall implement the Traffic Management Plan throughout the period of the Contract. The Contractor shall take account of the need to maintain essential traffic requirements, as these may influence the process.

Where it becomes necessary to close a road or intersection, or supplementary lanes are required to satisfy the traffic demands, traffic diversion schemes to adjacent roadways shall be developed with quantitative justifications. The Contractor shall co-ordinate with all relevant authorities.

SAFETY PROVISION

1. The Contractor shall at his own cost provide and maintain at the sites of works, standard first aid box as directed and approved by the Engineer, for the use of his own as well as the Employer 's staff on site.
2. The Contractor shall minimize interruptions to utility services through proper planning and scheduling of activities. The Contractor shall provide temporary roads and diversions as may be necessary for smooth flow of traffic. The Contractor shall preferably use local labour / Skilled persons during construction.
3. The Contractor shall provide effective dust control through sprinkling / washing of construction sites and access roads. The Contractor shall cover / water stockpiles and storage areas to prevent dust pollution. The Contractor shall cover trucks transporting construction materials to minimize spills

SECTION VII

TENDER DRAWINGS

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SECTION VIII

PRICE BID/ BILL OF QUNATITIES

Bill of Quantities

Name of the Work: Item rate contract for Carrying out Horticulture and Landscaping in median of CMRL Phase I Ext. from chainage 6151.00 – 9000.00 including maintenance for a period of two years.

Sl.No	Description	Unit	Qty	Rate (Rs)	Amount in Rs
1	<u>Red Soil Mixture</u> Filling up of a layer of 300mm thick of Mixture of good sand, Red earth, Organic manure and in the ratio of 1:1:1 over the existing soil surface in the median. Rate Shall include cost of transportation, loading, unloading, and laying charges.	M ³	1500		
2	<u>Hedges and shrubs</u> Planting in the median with the perineal shrubs and forming hedges. It includes cost of plant transportation, loading and unloading, de-silting bottom, planting, watering and providing stacks (Sample Plant list attached). Rate shall include 250 Gms of Organic manure bush as Vermi compost / Poultry manure once in 3 months to each plant. Rate shall include replacement of dead plants and plant new plants as directed / instructed by engineer incharge.				
	1.Duranda cold	Each	6000		
	2.Cleodenrom	Each	6000		
	3.Allamanda yellow	Each	6000		
	4. Nerium Oleander	Each	6000		
3	<u>Specimen Plants and palms</u> Decorative Plants planted in the median with Plants Specimen plants for decretory median plants such as ficus, palms Cycus at regular intervals. It includes cost of plant transportation, loading, unloading, watering and planting. Rate shall include replacement of dead plants and plant new plants as directed / instructed by engineer incharge.	Each	1500		
	Total Amount Excluding taxes				
	Discounts if Any				
	Total Amount including Discounts				
	GST @ 12%				
	Total Amount Including GST				
	Total Amount Including GST (In words)				

Note:

- Bidder to note that payment will be released at 70% of the quoted rate on Items Under Sl. No (1)- Sl No (3) above towards plantation works and balance 30 % will be paid on pro-rata basis every month for 24 months, on successful maintenance of Plants/Shrubs during such month at the end of the month on certification by the engineer in charge.

- The rates quoted for the items shall include plant, planting, weeding, pruning, regular watering, application of fertilizer, replacing dead plants and maintenance of Plants, Shrubs, landscape, and Horticulture works on daily basis for a period of two years from the date of completion of horticulture and Landscaping works, as per the Contract Condition. The quoted rates will be inclusive of cost of all materials like water, labor, tools, plants, equipment, transportation, taxes & levies etc. Rate shall also include coordination with Civil contractor and local authorities wherever required

SAMPLE PLANTS

