MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR

Tender No: MWCJL/HC/ISW/LS/T_15

Date of Issue: July 01, 2010

Tender Document issued to:

M/s ……

…….

…….

By

Mahindra World City (Jaipur) Limited
SEZ Project office,
PO Mahindra World City Tehsil Sanganer
Dist: Jaipur – 302037
Ph: 0141-3003400
Fax: 0141-3003474

CONTENTS

BOOK-1 INVITATION FOR FINANCIAL BID

Section-1	**Instruction to Bidders**
1A	**General Instructions**
1B	**Bidding Documents**
1C	**Preparation of Bids**
1D	**Submission of Bids**
1E	**Bid Opening and Evaluation**
1F	**Award of Contract**
Section-2	**Letter of Acceptance** **Issue of Notice to proceed with the work**
Section-3	**Conditions of Contract**
3A	**General Conditions**
3B	**Time Control**
3C	**Quality Control**
3D	**Cost Control**
3E	**Finishing the Contract**
3F	**Special Conditions of Contract**
Section-4	**Contract Data**
Section-5	**Forms of Securities** **Bid Security** **Performance Bank Guarantee** **Performance Bank Guarantee for Unbalanced Items and Bank Guarantee for Advance Payment**

BOOK-2 - TECHNICAL SPECIFICATION OF ROAD & ALLIED WORKS

BOOK-3 - TENDER DRAWINGS

BOOK-4 - BILL OF QUANTITIES

MAHINDRA WORLD CITY (JAIPUR) LIMITED, JAIPUR

BID NO.: MWCJL/HC/ISW/LS/T_15

(LANDSCAPE WORKS)

NAME OF WORK	**:**	**LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR**
PERIOD OF ISSUE OF BIDDING DOCUMENT	:	FROM: **July 01, 2010** to **July 07, 2010** TIME: **- 10:00** HOURS TO **17:00** HOURS OR The BID DOCUMENT can be downloaded from our website http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur&bk=t
LAST DATE AND TIME FOR RECEIPT OF BIDS	**:**	**Date: 15.07.2010** **Time: 15:00 Hrs.**

INVITATION FOR BID

(IFB)

MAHINDA WORLD CITY (JAIPUR) LIMITED, JAIPUR

INVITATIONS FOR BIDS (IFB)

Date: - **June 30, 2010**
Bid No: - MWCJL/HC/ISW/LS/T_15

1. **MAHINDRA WORLD CITY (JAIPUR) LIMITED** is developing an SEZ and invites item rate Bids for the below mentioned works from the selected Bidders.

2 Tender document can be downloaded from our web site http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur&bk=t, If any perspective bidder desire to get the hard copies of the document, the same can be taken from the below mentioned address by

Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil: Sanganer
Dist: Jaipur -302 037
Phone No: 0141-3003 400/3003 402

The Cost of bid document shall be Rs. 1000.00 only and the bidder has to pay the same in both cases i.e. (i) Downloaded from our web site OR (ii) Hard Copies taken from office.

3. Bids must be delivered to **Mahindra World City (Jaipur) Limited**, SEZ Project Office, PO Mahindra World City, Tehsil: Sanganer, Dist: Jaipur -302 037, Tel: - Phone No: 0141-3003 400/3003 402 on or before **15:00 Hours** on **Date: 15.07.2010, along with a soft copy in editable form in a compact disk (CD).** If the office happens to be closed on the date of receipt of the Bids as specified, the Bids will be received on the next working day at the same time and venue.

4. Other details can be seen in the Bidding documents.

TABLE - IFB 1

Sr. No.	**Name of work**	**Estimated Value of work (Rs.in Lacs)**	**Bid security / EMD (Rs.)**	**Cost of document (Rs.)**	**Period of completion**
1	**LANDSCAPE (SOFTSCAPE) WORKS @ MAHINDRA WORLD CITY @** JAIPUR **HANDICRAFT SECTOR SPECIFIC SEZ (PH-I)** DEVELOPMENT AREA = APPROX 250 ACRE The work involves primarily Soil Preparation & Tree Plantation with some focal point creation by few selected species of shrubs & ground covers**.**	-	Amount to be advised at the time of negotiations	1000.00	Four (04) Months

Seal of office

SECTION 1: INSTRUCTIONS TO BIDDERS (ITB)

Section 1: Instructions to Bidders

Table of Clauses

Sr. No.		Page No.
	A. General Instructions	
1	Scope of Bid	8
2	One Bid per Bidder	8
3	Cost of Bidding	8
4	Site Visit	8
	B. Bidding Document	
5	Content of Bidding Documents	8
6	Clarification of Bidding Documents	8
	C. Preparation Of Bid	
7	Language of Bid	8
8	Documents Comprising the Bid	8
9	Bid Prices	9
10	Currencies of Bid & Payment	9
11	Bid Validity	9
12	Contract Price	9
13	Bid Security	9
14	Format and Signing of Bid	9
	D. Submission of Bids	
15	Sealing and Marking of Bids	10
16	Deadline for Submission of Bids	10
	E. Bid Opening and Evaluation	
17	Process to be Confidential	10
18	Correction of Errors	10
19	Employers right to accept variation	11
	F. Award of Contract	
20	Award Criteria	11
21	Employer's right to accept or reject any or all Bids	11
22	Notification of Award & Signing of Agreement	11
23	Performance Security	11
24	Corrupt or Fraudulent Practices	11

A. General Instructions

1. Scope of Bid

1.1 **Mahindra World City (Jaipur) Limited** (MWCJL), (referred to as Employer in these documents) invite Bids for the **LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR** (as defined in these documents and referred to as "the Works") detailed in the table No.IFB-1.

2. One Bid per Bidder

2.1 Each Bidder shall submit only one Bid for one Contract.

2.2 Tender documents are not transferable

3. Cost of Bidding

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

4. Site visit

4.1 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 construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

5. Contents of Bidding Documents

5.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8 (if any)

Book 1	Invitation for Bids containing Sections as below.	
Sections	1	Instructions to Bidders
	2	Letter of Acceptance and Work Order
	2	Conditions of Contract
	3	Contract Data
	4	Forms of Securities
Book-2		Tender Drawings
Book -3		Financial Bid (Bill of Quantities)

6. Clarification of Bidding Documents

6.1 The Employer has the sole discretion to short list Bidders and shall inform them in writing by Fax/e-mail. These short listed Bidders (shall be known as Bidder/Bidders hereinafter) requiring any clarification of the Bidding documents may notify the Employer by e-mail to kumar.kundan@mahindraworldcity.com with a copy to tiwari.shreedutta@mahindraworldcity.com or by Fax only. The Employer will respond to any request for clarification before date of submission of Bids as per Clause 16.

C. Preparation of Bids

7. Language of the Bid

7.1 All documents relating to the Bid shall be in the English language.

8. Documents comprising the Bid

8.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Bill of Quantities wherein the Bidder shall fill in the rates; in original

(b) Originals only of Specifications and Drawing Volumes duly stamped on all pages by the Bidder.

(d) Any other materials required to be completed and submitted by Bidders in accordance with these instructions.

(e) Soft copies of all the above documents in editable form in a compact disc (CD).

The Financial Bid (BOQ) under Sections 5 of Sub-Clause 5.1 shall be filled in without exception.

9. Bid Prices

9.1 The quoted item rates shall be deemed inclusive of all costs for material, labour, plant, equipment, overhead, supervision, profit, preliminaries, all temporary works, night works, shift works, storage facility, security, working with site constraints, working with full compliance to all requirement, restrictions etc. from all relevant authorities. As per Special Economic Zone Act 2005, all the taxes, duties, royalties, levies (except income tax) are exempted; hence, the quoted rates shall be exclusive of all taxes, duties, royalties, levies, service tax etc. Any tax component, considered shall be indicated separately and shall be admissible only if applicable, proof of payment of such taxes will be required for acceptance of claim in there respect. The Contractor shall put his best efforts to forward the exemptions and benefits granted by the Government he gets from time to time.

9.3 The item rate quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account whatsoever.

10. Currencies of Bid and Payment

10.1 The rates and the prices given are in Indian Rupees.

11. Bid Validity

11.1 Bids shall remain valid for a period not less than 60 (sixty) days after the date for Bid submission specified in Clause 16. A Bid corrected by the Bidder as valid for a shorter period shall be rejected by the Employer as non-responsive.

12. Contract Price

The Contract Price will remain fixed during the extended period of validity if any.

13. Bid Security

13.1 The Employer on his sole discretion will notify the Bidder (as per Sub-Clause 6.1) for negotiation. The Bidder shall furnish as a part of his Bid, a Bid security in the amount as shown in column 4 of the table IFB-1 or as notified by the Employer before participating in negotiations. The Bid security shall be in favour of **Mahindra World City (Jaipur) Limited** in the form of a Demand Draft or Banker's Cheque or Pay order payable at Jaipur.

13.2 The Bid Security of unsuccessful Bidders will be returned within 30 days of the end of the Bid validity period specified in Sub-Clause 11.1.

13.3 The Bid Security of the successful Bidder will be adjusted with Performance Security when the Bidder has signed the Agreement and furnished the required Performance Security.

13.4 The Bid Security may be forfeited

(a) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 18; or

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Work Order; or

(ii) furnish the required Performance Security within 10 days from the date of Letter of Acceptance.

13.5 No interest shall be paid on any Bid security/Performance Security/ Retention Money or Guarantee in lieu thereof.

14. Format and Signing of Bid

14.1 The Bidder shall prepare the Bid as specified in Clause 8 in two (02) copies.

14.2 The Rate in the original and one duplicate copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be signed by the person or persons signing the Bid.

14.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be signed by the person or persons signing the Bid.

D. Submission of Bids

15. Sealing and Marking of Bids

15.1 The Bidder shall submit the original Bid in one sealed envelope marking as "**LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR".**

Financial Bid shall contain

Book- 3, Bill of Quantities wherein the Bidder shall fill in the unit rates in digits and words and each page duly signed and sealed.

15.2 The envelopes shall be addressed to the Employer at the following address:

Mahindra World City (Jaipur) Limited
SEZ Project office,
PO Mahindra World City, Tehsil Sanganer
Dist: Jaipur - 302037

16. Deadline for Submission of the Bids

16.1 Bids must be received by the Employer at the address specified above no later than **15:00** hours on **15.07.2010**. In the event of the specified date for the submission of Bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of Bids by issuing an amendment indicating the revised deadline.

E. Bid Opening and Evaluation

17. Process to Be Confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

18. Correction of Errors

18.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and

(b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

18.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

19. Employer's Right to Accept any Variation

19.1 The Employer reserves the right to accept or reject any variation, deviation from the Bid document, or any alternative offer. Variations, deviations and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

F. Award of Contract

20. Award Criteria

20.1 The Employer will negotiate with the Bidder who's Bid has been determined to be substantially responsive to the Bidding documents. On completion of negotiations the Employer will award the Contract to the most suitable Bidder.

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

21.1 Notwithstanding Clause 19, the Employer reserves the right to accept or reject any Bid or part of the Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

22. Notification of Award and Issuance of Work Order:

22.1 The Bidders whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

22.2 The Work Order will incorporate all Agreements between the Employer and the successful Bidder. Within 10 days of issue of Letter of Acceptance, the successful Bidder will sign the Work Order and deliver it to the Employer.

22.3 Upon accepting the Performance Security for the Successful Bidder and signing of the Work Order, the Employer shall issue a 'Notice to Proceed' to the Contractor, in which the Date Of Commencement of the Contract shall be indicated.

22.4 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

23. Performance Security

23.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5 % of the Contract price by adjusting Bid Security:

- a bank guarantee in Employer's prescribed format.; or
- Bank draft, in favour of **Mahindra World City (Jaipur) Limited** payable at **Jaipur**.

23.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be from a Nationalised/Scheduled Bank acceptable to Employer and shall be in Employer's prescribed format.

23.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 23.1 shall constitute a breach of Contract, cause for annulment of the award, forfeiture of the Bid security and any such other remedy the Employer may take under the Contract, and the Employer may resort to awarding the Contract to any other Bidder, on sole discretion of Employer.

OR

The Employer on its sole discretion may exempt the successful Bidder to submit the performance security at the time of award of the Contract. However in such case, the performance security equal to 5% of the Contract Price shall be retained from the amount payable to Contractor in the first Interim Payment. In case the amount payable in the first Interim Payment Certificate will not cover the whole amount of Performance Security balance amount shall be deducted from the forthcoming bills payable to Contractor. The amount so deducted shall be kept in lieu of Performance Security.

24 Corrupt or Fraudulent Practices

24.1 The Employer expects the Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics and integrity during the procurement and execution of such Contracts .Therefore, the Employer will reject the Bid and blacklist such Bidder, barring him from participation in future Bidding in the event he found indulged in any malpractice such as bribe, or other inducements to any person with a view to influence the placing of the Contract

SECTION-2

LETTER OF ACCEPTANCE AND AGREEMENT FORM

Table of Forms:

- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

Letter of Acceptance
(letterhead paper of the Employer)

To,
……
……

Dear Sirs,

This is to notify that your Bid and subsequent negotiations for the execution of **LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR** for the negotiated Contract Price of Rs……. (Rupees …….) is hereby accepted by Mahindra World City (Jaipur) Limited.

You are hereby requested to furnish Performance Security in the format attached herewith for an amount of Rs. ……. within ten (10) days, of receipt of this Letter Of Acceptance, valid up to 30 days from the Date Of Intended Completion i.e. ……. and sign the Contract, failing which action as per Sub-Clause 23.1 of Instruction to Bidders shall be taken.

Thank you

Yours faithfully,

Head (Infra. & Dev.)
Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil : Sanganer
Dist: Jaipur (Raj.)
PIN: 302 037
Ph: 0141-3003400

Notice to Proceed with the Work
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in IFB Clause 22.3 and signing of the Contract Agreement for the **LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR** @ a Contract Price of Rs._____ (Rupees _____) you are hereby instructed to proceed with the execution of the said works in accordance with the Contract documents. The stipulated date of commencement and stipulated completion dates will be _____ and _____ respectively.

Yours faithfully,

Head (Infra. & Dev.)

Mahindra World City (Jaipur) Limited
SEZ Project Office,
PO Mahindra World City, Tehsil : Sanganer
Dist: Jaipur (Raj.)
PIN: 302 037
Ph: 0141-3003400

SECTION 3: CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

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

Bill of Quantities or BOQ means the priced and completed bill of quantities and rates forming part of the Contract.

The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

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

The **Contractor** is a person or corporate body who has been awarded the Works by the Employer.

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

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Date of Commencement is the date as stated in the Letter to Proceed from the Employer to the Contractor.

Actual Date of Commencement is the date from which the Contractor started his work.

Days are calendar days; **months** are calendar months.

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

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Actual Completion Date.

The Employer is the Party who will employ the Contractor to carry out the Works.

Engineer-in-Charge shall be HEAD (Infrastructure & Development) of the Employer or person nominated by him.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer-in-Charge by issuing an extension of time.

The **Actual Completion Date** is the date on which the Engineer-in-Charges shall issue the Completion Certificate as per Clause 33.

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

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

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

Specification means the Specification of the Works referred in the Contract and any modification or addition made or approved by the Engineer-in-Charge in writing.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is a written instruction given by the Engineer-in-Charge which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

Party and Parties is the Employer and the Contractor individually and the word Parties shall be construed accordingly

Relevant Authority shall mean all Parties which have jurisdiction on the works.

Defect Liability Period shall mean period following practical completion, during which the employer can require the contractor to return to the site to complete any omissions in the works and to make good any defective work or materials.

2. Interpretation

7.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer-in-Charge will provide instructions clarifying queries about the Conditions of Contract.

7.2. The documents forming the Contract shall be as follows and their order of priority shall be interpreted in the given order

a. Work Order
b. Letter of Acceptance, Notice to proceed with work.
c. Contractor's Bid
d. Contract Data
e. Conditions of Contract including Special Conditions of Contract
f. Specifications
g. Drawings
h. Bill of Quantities
i. any other document listed in the Contract Data as forming part of the Contract.
j. any amendment / addendum to this Contract communicated to the Contractor in writing from time to time.

3. Language and Law

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

4. Communications

7.1. Communications between Parties which are referred to in the conditions are effective only when given in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

5. Personnel

7.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

7.2. If the Engineer-in-Charge or Construction Manager asks the Contractor to remove a person who is a member of the Contractor's staff or his work force the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

6. Insurance

6.1. Notwithstanding that the Contractor is to indemnify The Employer. The Contractor All Risks and Workmen's Compensation insurance policies to cover the whole project and without limiting the obligations, responsibilities, duties and/or liabilities of the Contractor, the Contractor shall effect at his own costs for others insurance policies deemed necessary in the joint names of The Employer and Contractor to cover the Contract works as given in Contracts Data.

7. Possession of the Site

25.1 The Employer shall give possession of the Site to the Contractor.

8. Instructions

8.1. The Contractor shall carry out all instructions of the Engineer-in-Charge which comply with the applicable laws where the Site is located.

9. Settlement of Dispute

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity or termination or the execution of the works, whether during the process of works or after completion and whether before or after termination or breach of the Contract the Parties shall seek to resolve any such dispute or difference by referring the matter to Engineer-in-Charge. The Engineer-in-Charge will give its decision within fifteen (15) days of referring the dispute, either Party if not in Agreement with Engineer-in-Charge's decision, may within fifteen days of decision by the Engineer-in-Charge refer to the senior management of the Employer, who will give its decision with thirty (30) days of referring the dispute. Either Party if not in Agreement with senior management decision, may refer to arbitration pursuant to Clause no. 10 of General Conditions of Contract.

10. Procedure for Disputes Resolution

10.1. The Arbitration shall be conducted in accordance with the arbitration procedure stated below:

The procedure for arbitration will be as follows:

a) In case of dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this Agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of three (03) arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the Parties to reach upon a consensus within a period of thirty (30) days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India).

b) If one of the Parties fails to appoint its arbitrator in pursuance of Sub-Clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other Party, then the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Dispute Resolution (India), both in cases of the Foreign Contractor as well as Indian Contractor, shall appoint the arbitrator. A certified copy of the order of the Indian Council of Arbitration /President of the Institution of Engineer-in-Charges (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the Parties.

c) Arbitration proceedings shall be at Jaipur, Rajasthan, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English.

d) The decision of the majority of arbitrators shall be final and binding upon both Parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each Party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such Party or on its behalf shall be borne by each Party itself.

e) Where the value of the Contract is Rs.50 lacs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by Agreement between the Parties; failing such Agreement, by the appointing authority, namely the Indian Council of Arbitration/President of the Institution of Engineer (India)/The International Centre for Alternative Disputes Resolution (India).

f) Performance under the Contract shall continue during the arbitration proceedings and payments due to the Contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

B. TIME CONTROL

11. Avoidance of Delay

11.1 It is paramount that the Contractor shall constantly plan his work so as to most efficiently utilize all or any available part or parts of the site, any completed part or parts of another Contractor's works which is to be integrated into the Contract Works (if any), the available drawings and all others matters as are available to him, as well as his own resources in order to avoid or reduce any standstill and down time.

11.2 In event that the Contractor cannot commence or proceed with a particular part of the Contract Works as per the programme furnished to the Employer in accordance with Clause 11.1, for any reason whether attributed to the Contractor or not, the Contractor shall be obliged to reschedule and proceed with other parts of the Contract Works at no costs to the Employer to ensure that the completion date of the Contract Works will be met.

11.3 Should the Contractor fall behind any program submitted in accordance with Clause 11.2, due to any act, default, neglect or omission of the Contractor and requires over-time, night work or shift work and /or an increase of man power and/or construction plant to regain the scheduled progress (whether or not instructed by the Employer), the cost of such measures shall be borne by the Contractor.

11.4 Within the time stated in the Contract Data the Contractor shall submit to the Engineer-in-Charge for approval a Construction Program including Environmental Management Plan.

11.5 The Engineer-in-Charge's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Engineer-in-Charge again at any time. A revised Program is to show the effect of Variations.

12. Extension of the Intended Completion Date

12.1 **Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates as mentioned in the Contract Data as Milestones for the execution and completion of the Contract Works as stated**.

12.2 The Contractor acknowledges that a high rate of working is required to achieve the Dates for Completion of the Contract Works and Contractor shall be deemed to have allowed for shift working, sufficient plant, labour, floodlighting and any or all other measures to achieve the same.

12.3 The Dates of Completion of the Contract Works may be extended by The Employer subject to compliance by the Contractor with Clause 11 (Avoidance of Delay), by such period which reasonably reflects any delay in completion of the Contract Works which, notwithstanding due diligence and taking of all reasonable steps by the Contractor to avoid or reduce the delay as provided for in Clause 11, is caused:-

a) By the occurrence of an event of Force Majeure;

b) By a delay in handing over of the Site or part of the Site by The Employer after the Dates for Commencement of the Contract Works;

c) Any variations requested by The Employer;

d) By other Contractors carrying out works not forming part of the works to be carried out under the Sub Contract, and employed by the Employer;

e) By an instruction to suspend the Contract Works issued by the Employer pursuant to this Contract provided that such suspension is not due to the default of the Contractor;

If the Employer has delayed in providing materials, drawings, instructions and/or approvals where Employer is to seek the approval, which have been requested by the Contractor in writing, and which request is neither too early nor too late for the timely completion of the Contract Works;

and which affects the Contract Works PROVIDED that such delays are not due to the Contractor. PROVIDED FURTHER THAT if, while the Contractor is continuing works during the period when liquidated and ascertained damages are being deducted, The Employer gives instruction or matters occur which would entitle the Contractor to an extension of time then The Employer shall assess and give the Contractor an extension of time and so notify the Contractor accordingly.

12.4 It shall be a condition precedent that the Contractor shall notify The Employer in writing of any factors and the relevant Contract provision (if any) which Contractor considers entitles Contractor to an extension of time together with a statement of :

a. the reason why the delay in completion of the Contract Works is likely to result or has resulted;
b. an estimate of the period by which the Contract Works are likely to be or had been delayed; and
c. details of steps that the Contractor proposes to take to avoid or reduce the delay;

within seven (07) days of the commencement or occurrence of any such factor or such extension of this seven (07) days period as The Employer may allow.

12.5 The Contractor shall notify The Employer within fourteen (14) days of the cessation of the factors notified to The Employer under sub-Clause 12.4; to enable any provisions, that the Contractor may require to the proposed extended Date for Completion to be made as quickly as possible and such other particulars as shall be reasonably necessary to enable the Employer to properly consider the revision.

12.6 Without prejudice to any other grounds which do not entitle the Contractor to an extension of time, the Contractor shall not be entitled to extensions of time for delays resulting from weather conditions, or discrepancy in the Contract Documents, whether such events affect the Contract Works or not.

12.7 Notwithstanding the foregoing, the Employer shall not be obliged to take into account any circumstances that are not notified to The Employer in accordance with the periods referred to in sub-Clause 12.3 and 12.4.

12.8 The Employer shall as soon as is reasonably practical after receipt of the Contractor's notification furnished in accordance with the sub-Clause 11.3 determine and notify the Contractor in writing of any extension of time to which the Employer considers the Contractor is entitled under Sub-Clause 12.4.

12.9 For the avoidance of doubt, the Contractor had agreed NOT TO CLAIM for all costs, loss and /or expense suffered or incurred by reason of any extension of time granted by the Employer in accordance to Sub-Clause 11.4 herein except by reason of sub-Clause 12.3 (b) 12.3 (d) 12.3 (f).

13. Force Majeure

13.1. Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include the following:

13.1.1 War, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war, rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority.

13.1.2 Strike (other than strike by employees/staff/labour of Contractor or Sub-Contractor), sabotage, embargo, import restriction, epidemics, quarantine and plague.

13.1.3 Earthquake, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or nuclear or other natural disaster.

14. Delays Ordered by the Engineer-in-Charge

14.1. The Engineer-in-Charge may instruct the Contractor to delay the start or progress of any activity within the Works, the Contractor acknowledge that he can not make any claim whatsoever arising out due to such instructions.

C. QUALITY CONTROL

15. Identifying Defects

15.1. The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

15.2. The Contractor shall permit the Employer's technical auditor to check the Contractor's work and notify the Engineer-in-Charge and Contractor of any defects that are found.

16. Tests

16.1. If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect all such test/tests shall be carried out by the Contractor at his own cost and shall be deemed to be included in the rates given by Contractor.

17. Correction of Defects

17.1. The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

17.2. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge's notice.

18. Uncorrected Defects

18.1. If the Contractor has not corrected a Defect within the time specified in the Engineer-in-Charge's notice, the Engineer-in-Charge will assess the cost of having the Defect corrected, and the amount will be recovered from the Contractor.

D. COST CONTROL

19. Bill of Quantities

19.1. The Bill of Quantities shall contain items for the construction, testing and commissioning work to be done by the Contractor.

19.2. The Bill of Quantity is used to calculate the Contract Price. The Contractor Shall be paid for the actual quantities duly approved by the Engineer-in-Charge and the Contract Price shall be adjusted based on approved actual quantities of the Contract works as described in Bill Of Quantity for each item.

20. ALTERATIONS, ADDITIONS AND OMISSIONS

20.1. Variations

The Engineer-in-Charge shall make any variation of the form, quality or quantity of the Works or any part thereof that may have been approved by the Employer and he shall have power to order the Contractor to do and the Contractor shall do any of the following:

(a) increase or decrease the quantity of any work included in the Contract,

(b) omit any such work,

(c) change the character or quality or kind of any such work,

(d) change the levels, lines position and dimensions of any part of the Works, and

(e) execute additional work of any kind necessary for the completion of the Works.

and no such variation in any way vitiate or invalidate the Contract, but the Value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price.

20.2. Orders for Variations to be writing

No such variations shall be made by the Contractor without an order in writing of the Engineer-in-Charge. However, a provided for under Clause 20.1 no order in writing shall be required for an increase or decrease not exceeding five per cent (5%) in the total quantity of the works where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the bill of Quantities. Provided also that if for any reason the Engineer-in-Charge shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer-in-Charge, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this Clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer-in-Charge and such confirmation shall not be contradicted in writing within fourteen days by the Engineer-in-Charge, it shall be deemed to be an order in writing by the Engineer-in-Charge.

20.3. Valuation of Variations

All extra or additional work done or work omitted by order of the Engineer-in-Charge shall be valued at the rates and prices set out in the Contract, if, in the opinion of the Engineer-in-Charge, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work then suitable rates or prices shall be agreed upon between the Engineer-in-Charge and the Contractor. In the event of disagreement the Engineer-in-Charge shall fix such rates or prices as shall, in his opinion, be responsible and proper.

20.4. Power of Engineer-in-Charge to Fix Rates

Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the Works or to any part thereof shall be such that, in the opinion of the Engineer-in-Charge, the rate or price contained in the Contract for any item of the Works is, by reason for such omission or addition, rendered unreasonable or inapplicable, then a suitable rate of prices shall be agreed upon between the Engineer-in-Charge and the Contractor. In the event of disagreement the Engineer-in-Charge shall fix such other rate or price shall, in his opinion, be reasonable and proper having regard to the circumstances.

Provided also that no increase or decrease under the sub-clause (1) of this Clause or variation rate or price under sub-clause (2) of this Clause shall be made unless, as soon after the date of the order as is practicable but not later than seven days and in the case of extra or additional work, before the commencement of the work o as soon thereafter as is practicable but not later than seven days notice shall have been given in writing:-

a) by the Contractor to the Engineer-in-Charge of his intention to claim extra payment of a varied rate of price,

b) by the Engineer-in-Charge to the Contractor of his intention to vary a rate or price.

20.5. Variations Exceeding 20 percent

If, on certified completion of the whole of the Works it shall be found that a reduction or increase greater than 20 per cent of the Contract value results from:

a) the aggregate effect of all Variation Orders, and/or

b) all adjustments upon measurement of the estimated quantities set out in the Bill of Quantities.

but not from any other cause, the amount, beyond 20 percent (20%) of the said adjusted Contract value shall be subject to amendment by such sum as may be agreed between Contractor and the Engineer-in-Charge or, failing agreement, fixed by the Engineer-in-Charge having regard to all material and relevant factors, including the Contractor's Site and general overhead costs of the Contract.

21. Terms of Payment

21.1. The Employer shall pay the Contractor for work done in accordance with the Contract, approved, accepted, and verified by the Engineer-in-Charge for these works.

21.2. The quantities paid in Interim Payment certificates shall be provisional quantities and subject to final assessment based on the re-measurement of work properly done on site or from approved construction drawings whichever is applicable.

21.3. Amount properly due to the Contractor shall be paid within twenty one (21) days upon Contractor’s submission of monthly invoice for works completed; which are subject to verification by the Employer authorized representative on the work done pursuant to the approved construction drawings. The Contractor shall submit details and proper statement of claims detailing the works completed according the Bills of Quantities. Upon receiving detail and proper statement from the Contractor, the Employer shall verify the details stated in the statement and issue the payment certificate to the Contractor.

21.4. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act, 1961 and as per Government of India rules in this connection. However, Certificate of TDS (Tax deduction at Source) will be issued annually at the end of relevant financial year.

22. Tax

22.1 The rates quoted by the Contractor shall be deemed to be exclusive of taxes which are exempted under SEZ Act 2005 and inclusive of all taxes which are not exempted that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

23. Currencies

23.1 All payments shall be made in Indian Rupees.

24. Retention

24.1 Retention Money at the rate of five percent (5%) of the value of work done for each running bill will be deducted until the actual completion of whole work, up to a maximum of 5% of Contract Price.

24.2 Retention money shall be refunded within thirty (30) days after discharge of Defect Liability Period.

24.3 No retention sum shall be deducted from interim progress payment subject to the submission of an unconditional bank guarantee equivalent to 5 % of the Contract Price which would valid up to the date of Actual Completion from a reputable bank in the Employer's format.

25. Set Off

Without prejudice to any rights under this Contract or at law, the Employer shall be entitled to withhold or deduct by way of set offs from any sums due and payable to the Works Contractor under this Contract:

a. any retention provided in this Contract; or

b. any amount (un-recovered advances etc.) due to Employer; or

c. any amount claimed in arbitration or litigation by Employer; or

d. any claims (including but not limited to liquidated damages for delay) that Employer may have; or

e. any such sum payable to Employer by the Works Contractor; or

f. deductions for any defaults by the Works Contractor, or

g. any sum claimed by the Contractor's contractor, agencies, workers, labourers suppliers etc.

26. Free Issue Material

The Employer will designate the land area to the Contractor to excavate and transport the good soil. The soil shall be supplied to the Contractor free of charge. However, in the event the Employer is not desirous to supply the soil to the Contractor, the Contractor shall arrange the soil for the work by his own means.

27. Liquidated Damages

27.1 Should the Contractor fail to maintain the required progress of works and clear the site on or before the stipulated time mentioned in Contract Data or extended date-period of completion, he shall

without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed Liquidated Damages not as penalty, calculated as stipulated below amounts as fixed by the Employer day of delay such that the progress remains below that specified in the conditions of this Contract document or that the work may remain incomplete.

27.2 The whole Contract works : Rs. 10,000.00 only per day or part of a day

27.3 The Liquidated Damages imposed for not achieving intermediate milestone shall be subjected to refund/adjustment in case of Contractor achieve the Completion of Works with the period as stipulated in the Contract.

27.4 **Time shall be of the essence with respect to the commencement and completion as per the key Contractual dates for the execution and completion of the Contract Works as stated in Contract Data,** and payment or deduction of liquidated damages shall not relieve the Contractor from his obligation to complete the work as per agreed construction program and milestones or from any other of the Contractor's obligations and liabilities under the Contract.

28. Bonus

28.1 For early completion of Contract before the stipulated date of completion or such later date as authorized by the Employer, incentive shall be paid to the Contractor at 0.025% of the Contract price per day of early completion, subject to a maximum of 2.5% of Contract price. This incentive shall be applicable in cases where completion of work before scheduled dates lead to tangible benefits.

29. Advance Payment

29.1 Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the recoupment of advances, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor.

29.2 The Contractor is to use the advance payment only to pay for Equipment, Plant and Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other relevant documents (utilisation statement) to the Engineer-in-Charge.

29.3 The advance payment shall be recovered by deducting at a rate of 12.5% from each interim payment due to the Contractor, and the total advance shall be recouped by the time the bill value will reach 80% of the Contract Sum. No account shall be taken of the advance (mobilization and equipment only) payment or its repayment in assessing valuations of work done, Variations, price adjustments or Liquidated Damages.

30. Performance Security

The Performance Security in the form of unconditional bank guarantee shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount equal to **five percent (5%) of Contract Price** from a Nationalised or Scheduled bank in the Employer's prescribed format the Performance Security shall be valid until a date 180 days from the date of expiry of Actual Date of Completion.

31. Defect Liability and Cost of Repairs

Loss or damage to the Works or Materials to be incorporated in the Works between the Actual Date of Completion and the end of the Defects Liability Periods shall be remedied by the Contractor at the

Contractor's cost if the loss or damage arises from the Contractor's acts or omissions. The Contractor shall be responsible to make good at his own expense any defect which may develop within the period mentioned as Defect Liability Period in the Contract Data. The Employer shall give the Contractor a notice in writing about the defects and the Contractor shall repair the defect in maximum of seven (07) days. If the Contractor fails to repair/remove the defect, the Employer may execute the work by himself and deduct the expense towards the work from any monies due to the Contractor. The Employer shall have the right to appropriate all or part of the Retention Money towards the expense in repairing the defects.

E. FINISHING THE CONTRACT

32. Completion

After completion of the work, the Contractor will serve a written notice to the Engineer-in-Charge to this effect. The Engineer-in-Charge upon receipt of this notice shall conduct a complete joint survey of the work within seven (07) days and prepare a defects list jointly. The defects pointed out by the Engineer-in-Charge or his nominee would be rectified by the Contractor within fourteen (14) days and thereafter acceptance report be signed jointly by the Contractor, Engineer-in-Charge and the Employer. And a '**Completion Certificate**' shall be issued to Contractor by Employer.

33. Taking Over

The Employer shall take over the Site and the Works within seven (07) days of the Engineer-in-Charge issuing a certificate of Completion.

34. As Built Drawings

34.1 The Contractor shall supply "As Built" Drawings by the dates stated in the Contract Data.

34.2 If the Contractor does not supply the As Built drawings by the dates stated in the Contract Data, or they do not receive the Engineer-in-Charge's approval, the Engineer-in-Charge shall withhold the amount stated in the Contract Data from payments due to the Contractor.

35. Termination of Contract

35.1 Due to any default by the Contractor, the Employer shall be entitled to terminate the Contractor's employment under the Contract by giving one (01) week advanced notice in writing by stating the reason. The date after seven (07) days from the date of issuance of the Termination Notice shall hence be defined as "*Date of Termination*". The Contractor will be paid for all works duly and properly completed up to the Date of Termination but shall not be entitled to anticipated profit or any consequential or indirect loss or damage and shall hold harmless and indemnify the Employer against Contractor's Contractors/suppliers or third parties arising from termination under this Clause.

35.2 The Contractor had agreed in the event of delay in progress or non-achievement of the Milestone Dates, The Employer shall reserve the sole discretion right in deploying its own plant and machinery or engaging third Party to speed up the Contractor's works and the Contractor's Contract shall be terminated with written notice at any point of time without any compensation or claims to be paid to the Contractor. All additional / extra cost incurred by The Employer shall be charged to the Contractor due to such event.

36. Payment upon Termination

Full payment to Contractor's workers, Contractors, suppliers and third parties engaged by the Contractor for any portion of the Contract works shall be paid in full by the Contractor and thereafter must be removed from site on or before the Date of Termination. If the Contractor failed to make full payment to these workers, contractors, suppliers and third parties and/or remove them from site on the Date of Termination, then the Employer will carry out such duties on behalf of the Contractor. The Employer will recover all cost incurred due to the performing of such duties on behalf of the Contractor by making deduction from amount/s due to the Contractor or by any other process.

37. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

SPECIAL CONDITIONS OF CONTRACT

1. General

The Contractor is advised to note that the following Special Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

2. Scope of Works

2.1 The Contract Works shall comprise of but not limited to:-

All the Softscape works, pertaining to the Landscape works, will have to be done at **AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR** as per the special conditions of the contract. The entire project area is primarily low fertile with the basic nature of the soil being highly saline and almost zero percolation which allows selective vegetation. While utmost care has been taken on landscape proposal for the area but plantation works require dedicated effort for ensuring survivability of the planting materials requires appropriate level of expertise and experiences in handling of the work .The landscape shall be in stages, primarily as per the availability of the site after completion of the Civil Works on the desired stretch. The broad scope of work is mentioned as below while the detailed performance of the contractor shall be gauged based on the schedules as provided in the **"Section-5 of Special Conditions of the Contract".**

2.1.1 **SPEEDY WORK:** Follow-up with the Civil Contractors for handing over of the site in desired state for speedy landscape works. Owner shall not be responsible for any delay on account of the said reasons whatsoever.

2.1.2 **SITE CLEARANCE**: The landscape Contractor shall ensure the area of concern to be cleared of all the unwanted materials like cement mix, aggregates, debris, and wastes of any type or left over of the civil contractors before starting his work. The same should be cleared off by the civil contractor and to be followed-up by the landscape contractor. In-event of the same not being removed off the site by the civil contractors, Landscape Contractor shall be required to get the undesirable waste including wild vegetations cleared off the off the site as per instruction of the Site-In-Charge. The site clearance and preparation shall be at no additional cost but form the part and parcel of the landscape works. The site shall be signed of for landscape works only after sign-off by the Site-In-Charge on joint inspection with the Landscape Contractor.

2.1.3 **SOIL PREPARATION**: Rough grading and earthworks per section 2 of the specification. This work shall include the supply, placement, shaping of earth berms, and or excavation and removal of unwanted soils to tip, as may be required and as indicated in the grading drawings, details and tender documents. This section includes the setting and formation of rough grading to plus or minus 15cm with suitable materials to achieve the level, berms and earth contouring as indicated in the drawings and documents. This section includes the fine grading to finish levels to plus or minus 25mm. The contractor shall be responsible for plantation works in the right soil medium (pH-value not exceeding 7.5) besides other chemical composition suitable for planting materials. The contractor shall be required to get the proposed good soil tested as recommended & accepted by the owner for entire Landscape site at definite intervals (As per instruction of the site-in-charge) as per instruction of the Site-In-Charge. Also the soil test shall be for the final mixture ready for plantation and should be reported appropriate for plantation works. The test will be conducted on behalf of the contractor by the owner and shall be liable for deduction form the landscape bill as raised by the contractor on plantation works. Also the contractor shall be required to create landforms (mounds & berms) as per drawing and instruction of the site-in-charge for facilitation of the drainage and aesthetic value in the landscape area. This section includes the fine grading to finish levels to plus or minus 25mm.The payment shall be on the basis of the total volume of the earthworks payable in cu.mt.

2.1.4 **PLANTATION WORKS**: The landscape contractor shall be required to complete the plantation works as per the planting schedule provided in "Section-5 of Special Conditions of the Contract".

2.1.5 **MAINTENANCE WORKS**: The contractor shall be responsible for maintenance of the plantations works as per the schedule in "Section-5 of Special Conditions of the Contract". Including general cleanliness of the landscape area for entire period of the contract.

2.2 All the Contract Works shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Employer.

2.3 The Contractor shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, tests and examinations that may influence or affect the progress and cost of Contract Works.

2.4 The Contractor acknowledge that he understands the Special Economic Zone (SEZ) rules and regulation as per SEZ Act 2005 and he further acknowledge that he will abide all the rules and regulations of SEZ Act, laws related to custom duties, notified area and all other related things affecting the Contract works directly or indirectly and shall not make any claim in any account whatsoever related to SEZ acts, rules and regulations.

2.5 The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.

2.6 Clearing all debris and disposing to location approved by Relevant Authorities during progress of Contract works and before and after the dates of Completion.

2.7 All temporary works, haul/access roads that are necessary for the proper and due completion of the Contract Works.

GENERAL -TERMS OF REFERENCE FOR WORK EXECUTION

	Terms of Reference	Description
a)	**Design & Details**	Contractor has to work as per the designs and lineout details provided by Landscape Consultant. Difficulty on site in execution as per the plan/ design has to be brought to the notice of site-in-charge immediately.
		Any discrepancies in the design subject to execution hurdles and alteration required should be reported to site-in-charge and the same should be improvised by the landscape consultant or as per instruction of the site-in-charge and contractor shall have to work only after due approval of the modification.
b)	**Landscape Site Preparation**	The landscape site should be free of any Construction Debris or wild vegetation. It shall be responsibility of the contractor to ensure that the site is in working condition as per instruction of the site-in-charge. The contractor shall also ensure proper grading of the landscape site in terms of aesthetics as well as drainage providing mounts and slopes with a gentle slope towards natural drainage direction All rubbles and debris if any and dispose it of in the suitable location possibly in low lying areas as identified by the contractor and approved by site-in-charge.
c)	**Soil Testing**	The Soil to be used as Top Soil (Good Soil/earth) for all plantation works shall be primarily imported fertile soil from agriculture fields off the site. The contractor should get the soil test report and accordingly with

		experts and consultants would meet the requirement for additives and soil conditioner to possibly maintain pH value of the soil between 7.0 - 7.5 before plantation works. Also after every 6 months or as required on poor performance of the plantation shall accordingly get the soil tested and measures taken for maintaining the pH value within acceptable range. Also Contractor shall undertake treatment as per advice of the experts to soil conditioning during the entire maintenance period
d)	**Manpower Employment**	Contractor should employ qualified & experienced garden supervisors and adequate number of gardeners to maintain the quality of garden and tree plantation to the satisfaction of Horticulture Department. A senior supervisor [M. Sc. (Horticulture) or B.Sc(Agriculture) with 8-10 Years of relevant & similar work Experiences. should be deputed as an overall in-charge of the whole contract who will ultimately report to the Site-In-Charge
		The deployment of the maintenance staff should be adequately provided as per the Schedule of the Maintenance Staff
e)	**Handing Over**	The complete work can be chosen for completion in stages provided the same is submitted as a structured schedule for work completion showing stage completion as milestone before start of the work and hence approved by the site-in-charge. The stage completion of the work shall be deemed as part completion and liable for maintenance period of the contract agreement. However, final completion liable for issue of the virtual completion of the work shall be only after completion of the total work for which the contract agreement has been made of Date of
f)	**Billing**	a) Running Bill shall be raised based on virtual completion of the partial scope of work as milestone completion of the work order value. Billing will be done on the basis of actual quantum of work done. b) Tree /Palms Plantation would be considered as per number of trees c) Shrubs/Ground Covers/lawn plantation would be considered as per area in Sq.mt with spacing of shrubs as per specification provided in the drawing/BoQ
g)	**Penalty**	For evaluation of maintenance work, a joint inspection will be carried out on 25th day of every month or the 1st working day after the schedule date. a) Damage to lawn/ hedges/ edges/ ground covers etc.: Term 'Damage' represents any kind of unhealthiness or un-acceptable look to the garden features. A fine of **Rs.500/-per sq.mt** shall be imposed on unhealthiness/mortality of the shrubs on basis of the plantation bed. The contractor shall be required to attend special care to the plantation bed. In absence of proper care and attention, the plantation bed not in state of acceptance by Site-In-Charge, further fine of **Rs.50/- per/ Sq/mt/week** shall be levied till the period the state is re-instated into good health by application of fertilizers/insecticides/pesticides . In case of the plants suffering mortality, the same shall be replaced immediately to avoid penalty. b) Dieing of Designated trees: the term 'Designated Tree' represents the new plantation or the trees computed for their maintenance during joint inspection after award of contract. Death or Poor maintenance state of trees will cause fine **@ Rs. 500/- per tree** at the end of the month. The trees have to be supplied and planted at the respective location at the

		earliest, failing which will lead to increase in penalty by 10% i.e. **Rs. 55/- per Tree** up to the time the tree is replaced. The fine shall be deducted from the quarterly stage payment. The lawns shall be maintained green with the desired maintenance effort. The contractor shall be liable for being fined in event of the lawns not performing as desired by the owner. The fine shall be **Rs.50/- per sq.mt** of the lawn area not found acceptable or dead.
h)	**Disposal of Waste-General Cleanliness of Landscape Site**	a) The arrangement of transport for disposal of waste, shifting of plants, etc. has to be made by the contractor. The generated waste has to be disposed off within 48 hrs of generation or as instructed. Failing which arrangement shall be made for disposal of the same by the owner at risk and cost of the landscape contractor. b) It is the contractor's responsibility to keep the garden in green, healthy and in proper condition all the time. owner will provide the place for disposal of garden waste within premises for Vermi-composting to be compulsorily adopted by the Contractor
i)	**Provision for Water**	a) For Trees-@ 20 ltrs/every alternate day of watering should be provided to each of the tree planted. b) For Shrubs-@15 ltrs/sq.mt/every alternate day of watering should be provided by the contractor c) For Lawns-@ 25 ltrs/sq.mt/weekly requirement of watering should be provided by the contractor d) Water will be provided by owner free of cost. Wherever irrigation tap connection is not available, watering should be done with water tankers or appropriate methodology. The maintenance of tankers or any appropriate system shall be integral responsibility of the Contractor to meet the watering requirements of the Trees, shrubs and lawns under any circumstances.
j)	**Electricity**	Owner shall provide point electrical connection wherever possible but in case of un-availability of the same it will be Contractor's responsibility to make arrangement for Diesel Genset to meet their requirement. The use of electricity shall be on chargeable basis. The contractor shall install electricity meter and shall pay for the metered readings as per the rates settled with the owner.
k)	**Maintenance**	The Contractor shall adhere to the maintenance schedule During the maintenance period of all the Plants, contractor shall be responsible for any replacement towards mortality and the trees or the area of the plantation under shrubs/creepers/ground covers etc should be in healthy condition during the inspection conducted by the site-in-charge on every 25th day of the month to avoid the penalty clause (g) and also subsequently amounting to holding of the payment due for quarterly installment..
		Contractor shall maintain record of maintenance & operations on site and submit daily report for all the areas certified for virtual completion of the work. Also the contractor shall take note of the observation of the site-in-Charge or his representative/Horticulturist and seek compliance of the same at the earliest before nearest schedule to avoid any penalty as per penalty terms

l)	**Reports**	The Contractor shall submit daily report on the deployment details as well as work planned for the day to the Site-In-Charge in prescribed format. All instructions and activities shall be recorded as per the desired format. Any problem or hindrance shall be brought to notice in the daily report along with evidence in form of photographs. Also the contractor shall be required to maintain Stock Register at all times for the planting material sourced to Owner's site and Supply for plantation in the Nursery maintained by the Contractor.
m)	**Nursery Maintenance Office Set-up**	The Contractor shall be required to set-up Office for its staff and Nursery with good micro-climate to store the supply of the plants. In case of propagation of the plants in the nursery, the same shall be used on site only.
n)	**Vermi-Composts**	Contractor shall mandatorily have Vermi-Composting System developed at appropriate location where all the pruning wastes, organic wastes shall be dumped with weeds, weed seeds or bulbs, stones etc., mix it well in the soil in the ratio (6:1), level as per grade.(point of unloading 0-50m). The process shall be require approval of the site-In-Charge and periodic maintenance of the activity. Approval of site in charge prior to dispatch of material for use on site is must.
o)	**Payment Schedule**	The Payment shall be processed on the basis of the area handed over after development and planting as completion of the milestone .The certificate and the date there in for the virtual completion of the work shall entitle the contractor for continuance of the maintenance for 12 months. Payment Terms based on the item rates for the quantum of the certified virtual completion of the work shall be as follows **30% -On Virtual Completion of the Milestone** **15%-After 3 Months of the virtual Completion** **15%-After 6 Months of the Virtual Completion** **20%-After 9 Months of the Virtual Completion** **20%-After 12 Months of the Virtual Completion** The site-In-Charge shall be fully empowered to hold the payment in case the contractor is observed negligent to the maintenance works, mortality of plants not attended by the contractor for immediate replacement of the same by healthy plants.

2. PLANTING SCHEDULE

I.	Tree Plantations	
Sl.No	**Terms of Reference**	**Instruction & Procedures**
A.	**Supply of Trees**	
1	Physical Condition	All plant materials shall be healthy, sound, vigorous with good foliage, Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted
2	Health of Trees	All plant materials shall be free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems.Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
3	Specification of Trees	In no case, the specification of the material in terms of height, Girth & Foliage as mentioned in the BoQ shall be acceptable for plantation works. In case of in-availability of the particular species or the planting material as per specification in BoQ ,the alternate species or lower specification as the case may be shall have to be approved by site-in-charge in special case after due confirmation of the landscape consultant. **3. Lower Specification as mentioned in the BoQ accepted by the site-in-charge under special condition shall be re-negotiated for a lower rate depending upon the specification of the plants sourced by the contractor.**
B.	**Planting of Trees**	
1	Pit Size	Minimum Pit Size for all trees should be of the size 1mtX1mtX1.2mt Incase of larger trees pit size should be of 1.2mtX1.2mtX1.5mt
2	Soil Preparation- Preparation of tree pits:	The soil shall be essentially good Earth mixed with 1/3rd of decomposed farmyard manure along with additives like Gypsum, sulphur ,Zinc Sulphide (ZnS)etc to maintain ph-value of the soil between 7 - 7.5.
3	Planting of trees	a) Planting of trees and stacking / propping to protect the trees from wind and irrigate on need basis. Maintain the tree basins - free of weeds by regular hoeing. b) Planting the tree with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree planted. Preparing the basin around the tree and watering after staking and tying. The plant should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
4	Stacking / Propping	To ensure protection from Winds-staking/ propping it with bamboo tripod using jute string. In all condition, tree should be standing in erect position. The staking should have anti-termite treatment.

5	Fertilizers /organic solid manures and liquid manures, spray bio-insecticides, parasites, predators	All the planting materials shall be periodically examined for termite attacks or plant disease and appropriate measure (application of liquid manures/ growth regulators/ pesticides as per need, weeding regularly so as to keep the plant healthy all the time) shall be undertaken for entire period of the contract.. Required at the time of Plantation and entire period of maintenance as per Maintenance Schedule
6	Watering Arrangement	Making basin around Trees (1mtr dia clear space) and maintaining Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required in sense all arrangement for water distribution and watering equipments/manpower to be managed by the Contractor for watering the trees;
C.	**Handing Over of Trees**	
1	Name Plate for Trees	All Tees planting should have Name Tag with name of the relevant species and well placed on trees with good visual characteristics. In case of row plantation of similar species, the same can be repeated at definite intervals may be on every 5th tree from the start
D.	**Maintenance of Trees**	
1	Maintenance of Trees	Apart from the essential watering of the plants as per the maintenance manual, Nurture the trees with organic solid manures and liquid manures, spray bio-insecticides, parasites, predators to protect the trees from pest and disease. Amend the soil on regular basis with proper soil amendments to keep the pH level between 7 - 7.5 after completion of (12) Twelve month maintenance period the plants should be maintained by regular watering, weeding, replacing dead plants, applying pesticides, Use of plant physical protection measures etc. so as to grow them vigorously. Newly Planted should be maintained by 1) Watering every alternate days @ 20 ltrs/watering cycle 2) Applying FYM @ 10kg/ tree/ annum 3) Trimming, prunning as & when required under guidance of the site-in-charge etc. 4)The Trees should have proper staking so as the tree should stand erect till the Tree settles with no possibility of bending due to Wind or Rain

I.	Shrubs Plantations	
Sl.No	**Terms of Reference**	**Description**
A.	**Supply of Shrubs,Creepers,Ground Covers**	
	Health of Shrubs/Ground Cover/Creepers etc	Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
	Physical Condition	All plant materials shall be healthy, sound, vigorous with good foliage, and free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted.
	Specification of Shrubs	The species should be in appropriate specification in terms of height & Foliage as provided in BoQ. Species below specification shall be liable for deduction of the item rate as agreed upon.
B.	**Planting of Shrubs,Creepers,Ground Covers**	
	Bed Sizes	As per the specification and depth should be minimum 300 mm deep exclusive of the top 50mm where top edge is defined for watering and flooding. The plantation bed shall be the basis of all billing purpose including maintenance charges to be paid to the contractor
	Soil Preparation	a) Dig and remove all weeds, debris, rubbles, and stones from 18" depth of the surface soil level to be maintained in due course. The soil shall be essentially good Earth mixed with 1/3rd of decomposed farmyard manure along with additives like Gypsum, sulphur etc to maintain ph-value of the soil between 7 - 7.5. b) Preparation of soil for grass, ground cover, edges, shrubs and flower beds: . Then prepare the same soil with 2-3" thick layer of well decomposed, weed free farm yard manure or vermicompost. Treat the soil with chloriphyriphos / Lindane / Neemcake depends upon the infestation of soil borne pests. Treat the soil with proper herbicide to control the weeds only on need basis. Finally level the soil as per the drawing or planting details. c) Preparation of pits for shrubs, creepers and hedges : The bed shall be prepared with good earth mixed with 1/3rd quantity of decomposed faryard manure along with
	Planting	a) a sapling of shrubs, ground covers, lilies, suckering plants etc. as per design plant spacing – 30-60 cm. maintaining(application of liquid manures/ growth regulators/ pesticides as per need, weeding regularly so as to keep the plant healthy all the time) it for a period of 12 Months days from the date of virtual completion of development work

		b) Planting shrub/ground cover- Planting of shrub in the bed prepared earlier by filling garden soil and manure (67:33 ratio).Planting the shrub with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree / shrub planted. Preparing the bed around the shrub and watering after staking and tying. Maintenance of shrub/ground cover up to 12(Twelve)months by regular watering and attending the inter-cultivation practices such as weeding, racking, watering gap filling ,free of weeds by regular hoeing. etc. The plant should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant. Nurture the shrubs/ground cover with organic solid manures and liquid manures, spray bio-insecticides, parasites, predators to protect the trees from pest and disease. Amend the soil on regular basis with proper soil amendments to keep the pH level between 7 - 7.5
		c) Planting hedges / edges - Planting of hedge / edge in the ground prepared earlier by filling garden soil and manure Preparing a pit of require size (for accommodating the root ball of plant) Planting the plants in 2/3 rows (as per instructions) at specified distance with root ball removed carefully and without disturbing the root ball from poly bag. Pressing the soil firmly around the plant Preparing the basin for watering. Maintain hedge / edge up to two months by regular watering and attending the inter-cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The hedge / edge should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant. d) Planting Ground cover - Planting of ground cover plants in the ground prepared earlier by filling garden soil and manure. Preparing a pit of require size in the ground. Planting the ground cover plant root ball at nine inches apart in the pit after removing carefully and without disturbing the root ball. Pressing the soil firmly around the plant Preparing the basin around the plant watering. Maintenance of ground cover up to two month by regular watering and attending the inter-cultivation practices such as weeding, raking, gap filling, trimming and pruning etc. The ground cover should be well maintained, disease free, well trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
	Fertilizers /organic solid manures and liquid manures, spray bioinsecticides, parasites, predators	Required at the time of Plantation and entire period of maintenance as per Maintenance Schedule
	Watering Requirements	Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required to be managed by the Contractor for watering the trees;
C.	**Handing Over of Shrubs**	
	Date of Handing Over	The Shrubs planting should be done in the selected stretch as released complete /partial scope of work

	Name Plate for Shrubs	The Shrubs planting shall be provided with Name Plate to specify the type of shrubs planted as per the bed and in case of longer beds at appropriate intervals so that the same can be identified at distant observations
D	**Maintenance of Shrubs**	
		After completion of 12(Twelve) month maintenance period the plants should be maintained by regular watering, weeding, replacing dead plants, applying pesticides etc. so as to grow them vigorously.
		b) Trees & plants: should show regular healthy growth through regular maintenance by manuring, fertilizing. Use of plant protection measures, adequate watering etc.
		1. Maintenance of all developed features ground cover, hedges and shrubs etc. of the complex. Maintenance work includes timely pruning, weeding and cutting of ground cover plants, hedges, edges, plants planted in the areas mentioned above. Application of fertilizers, manure, etc to the lawn, plant and spraying pesticide etc. as and when required.
		2. Seasonal flower beds have to be replaced as and when required (approximately thrice in a year). Plant species can be changed w.r.t. season only in consultation with horticulture department.
		3. Removal of wild grass normally found growing in rainy season by cutting and/or uprooting so as to keep the areas free of grass.
A.	**Supply of Lawns**	
		Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
		Supply and planting of lawn: Planting of lawn grass (Paspalum/ cynadon sp./ zoasia sp./ stenotaphrum etc) as per drawing without disturbing the desired gradient and level, maintaining (forking, mowing, weeding, fertizer application) it for a period of 12 Months of completion of virtual completion(No irrigation system provided, however water is available free of cost). Contractor has to make his own arrangement for water distribution)
	Specification of Lawns	Supply and Laying of carpet lawn (zoasia sp.) as per drawing without disturbing the desired gradient and level, maintaining (forking, mowing, weeding, fertilizer application) it for a period of 12 Months of virtual completion of development work(No irrigation system provided, however water is available free of cost). Contractor has to make his own arrangement for water distribution)
B.	**Planting of Lawns**	
	Soil Preparation	Top 200 mm depth: The soil shall be essentially good Earth mixed with 1/3rd of decomposed farmyard manure along with additives like Gypsum, sulphur etc to maintain ph-value of the soil between 7 - 7.5.
	Planting	Dibbling of grass: Fine level the soil, apply thin layer of sand, vermicompost and Neemcake mixture of 1" thickness and dibble the grass at 3" distance. Roll the lawn after planting. Irrigate the lawn regularly. Remove weeds on periodical basis. Nurture the lawn with organic, bio-insecticides, parasites, predators to protect the lawn from pest and disease. Mow the lawn regularly and maintain the grass at 50 mm (2") height. Trim all the edges after mowing; keep the edges with trees, shrubbery and flower beds clean. The Carpet Grass primarily Japonica would be brought in Rolled carpet form in healthy condition and shall be placed on the already prepared surface and Light roller should be used for setting of the adges for smooth carpet lawns. The watering of the lawn should be sufficient for thriving of the lawn to grow then vigorously
	Fertilizers /organic solid manures and liquid manures, spray bio-insecticides,	Required at the time of Plantation or as per maintenance schedule

	parasites, predators	
	Watering Requirements	Tools and Tackles/Hose-pipes, tractor mounted Water Tankers or as required to be managed by the Contractor for watering the trees;
C.	**Handing Over of Lawns**	
		The lawn areas should be considered fit for handing over once the lawns have settled and the surface starts showing the lawn effect.
D.	**Maintenance of Lawns**	
		For 12 (Twelve) month maintenance period the Lawns should be maintained by regular watering, weeding, replacing dead Spots, applying pesticides etc. so as to grow them vigorously.
		The Lawn should be regularly mowed and maintained as good green carper till the final completion of the maintenance period as per the maintenance schedule.

3. MAINTENANCE SCHEDULE

3.1 GENERAL OBLIGATIONS

3.1.1. The Landscape Contractor shall maintain the works for the maintenance period. The Employer reserves the right to terminate the maintenance period at any time, whereby no additional charges are to be made by the Landscape Contractor to the Employer.

3.1.2. The extend of the landscape to be maintained by the Landscape Contractor shall be deemed to cover and include all softscape landscape areas within the overall project boundaries as shown on the drawings including any existing soft landscape not affected by the Sub-Contract works and retained intact or nearly so through the end of the Sub-Contract period as well as all the landscape works covered in the Sub-Contract scope of works. No additional charges will be allowed unless specifically agreed to by the Landscape Architect in writing.

3.1.3. The Landscape Contractor's Horticulturist shall inspect the site every day and shall submit report to the owner on their actions and closure of the pending works .Also on weekly basis, the Contractor's Horticulturist shall prepare a brief schedule of operations planned for the week with target dates.

3.1.4. The daily report and the weekly schedule shall be running record of proposed operations which would be checked at the maintenance inspections every month. If in the opinion of the Landscape Architect/Site-In-Charge, the maintenance works have not been satisfactorily carried out according to site conditions and the specifications, the quarterly payment will be withheld until the works have been satisfactorily carried out besides the penalty as in the penalty clause.

3.1.5. The Landscape Contractor shall take all necessary measures to ensure that all pot plants, trees and shrubs and other plants shall thrive and become established within this period. All landscape areas will be inspected and list of remedial works issued after each inspection. All items on the remedial lists are to be carried out by the time of the next inspection.

3.1.6. The Landscape Contractor shall keep the landscape areas clean and tidy at all times and dispose of all waste materials arising from the cleaning.

3.1.7. If the Landscape Contractors works are found to be unsatisfactory, payment shall be withheld and the maintenance period extended for the period of time that the landscapes maintenance has not been satisfactory. All cost associated with the extension of time shall be borne by the contractor.

3.2 MAINTENANCE OF PLANTED AREAS : TREES, SHRUBS, CLIMBERS, HERBACEOUS PLANTS AND GROUNDCOVERS

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

3.2.2. Only fresh water shall be used for the Works. The Owner shall provide water requirement of the planting materials but watering shall be all time (Work presence of the Contractor on site) responsibility of the Contractor till the time proper system (Irrigation) is placed by the Owner. Landscape Contractor shall supply all water requirements at his own costs. The Landscape Contractor shall supply his own hoses and sprinklers to distribute the water.

3.2.3. Water shall be applied using an approved rose or sprinkler so as not to cause compaction or wash-outs of the soil or loosening of plants. The Landscape Contractor shall immediately make good any such damage.

3.2.4. 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. All weeds, stones and rubbish collected from this operation shall be removed from the site by the Landscape Contractor.

3.2.5. Firming up and adjusting of stakes/ties shall be carried out monthly to ensure that the trees and shrubs are firmly held in ground. If required, guy ropes or tree ties shall be adjusted, tightened or loosened. If tree ties or ropes are rubbing the bark of the trees, the ties are to be taken off and retied. Any damaged branches are to be carefully pruned and the wounds sealed.

3.2.6. All protective fencing is to be maintained and kept in good condition as long as required on site.

3.2.7. 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. The shrubs shall be checked and all dead wood, broken, damaged or crossed branches shall be cut back, depending on species.

3.2.8. Pruning for all plants shall be carried out as follows :

- Pruning is to be done with the cut just above and sloping away from an outward facing healthy bud.
- Removal of branches is to be done by cutting flush with the adjoining stem and in such a way that no part of the stem is damaged or torn.
- Ragged edges of bark are to be trimmed with a sharp knife.
- Any cuts or wounds over 25mm diameter are to be painted with an approved sealant such as Arbrex after trimming.
- All pruning are to be cleared up and removed from operation site after pruning for Vermi-Composting.

3.2.9. All hedges, mat forming herbaceous plants and groundcover plants shall be clipped with shears as often as necessary (at least monthly) to maintain a tidy appearance. Tall hedges are to be cut to forms shown on the drawings.

3.2.10. Selective pruning of flowering plants shall be done where special flowering characteristics are required such as for Ixoras, Hibiscus, Bougainvillea etc

3.2.11. The Landscape Contractor 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 An approved fertilizer/insecticides/pesticides shall be applied to each plant at the rate provided in the maintenance schedule or as suggested by the Horticulture Advisor to the Owner. Fertilizer

shall apply the fertilizer evenly spread over the entire area and lightly forked into the soils. All areas shall be well watered immediately after application of fertilizer.

3.2.12. The horticultural requirements of different plants or areas may involve variations to those techniques (such as the use of organic liquid fertilizers for sensitive plants) and variations in method will be authorized as required.

3.2.13. Mulching. An additional 25m deep mulching layer is to be spread over all planted areas (except groundcover and turf), once every 6 months or as specified in Maintenance Schedule.

3.2.14. The Landscape Contractor shall make regular weekly checks to ensure that the plant material is insect and pest and free.

3.3 MAINTENANCE OF LAWN AREAS

3.3.1. The Landscape Contractor shall mow all lawn areas using approved cutting equipment to maintain a close sward to a height of not less than 20mm and not move than 45mm for all grass types. Mowing shall be carried out weekly, except in dry weather and grass shall not be allowed to flower between cuts. All clippings to be gathered up and removed.

3.3.2. All grass areas are to be watered during dry weather as often as is required to keep the grass green and the soil moist. The Landscape Contractor shall make weekly inspections are to be made to determine the need for water.

3.3.3. Fertilizer of NPK value 10-15-15 or similar approved be spread at a rate of 40gm/m2 over all grass areas at 6 months intervals using approved spreading equipment to give an overall even spread. Every three months between the NPK application the grass areas will receive and application of 46-0-0 at 1kg/100m2.Grass areas that have been fertilizer shall be watered immediately. If the tops of the Anoxopus turn red a light application of lime using magnesium, limestone or agricultural lime in powder form is to be applied in dry weather at a rate of 50g/m2. After application this is to be well watered into the soil.

3.3.4. The Landscape Contractor shall apply top dressing of not more than 15mm depth of fine sand and granulated compost raked and spread evenly over the lawn areas to fill in the low spots and level the grass areas. The next top dressing shall be applied only after the grass has grown to a mow able height.

3.3.5. There shall be at least two applications of top dressing during the maintenance period. If depressions or bumps over 25mm deep or high occur in turf areas during he maintenance period these are to be leveled out by lifting the turf and raising the soil level with sand/compost mix or trimming soil to level grades, followed by re-turfing.

3.3.6. Grass areas are to be kept free from weeds, annual grasses, fungus and insect attack, and stones or other debris throughout the maintenance period as often as is required. Assessment of these operations is to be prepared on the basis of the bi-weekly maintenance inspection chart.

3.3.7. If compaction or consolidation takes place or hard panning or baking of the soil occurs, the soil areas are to be well watered first and lightly loosened by mechanical means such as spiking, slitting or hollow tinning using equipment approved by the Landscape Architect.

3.4 DETAILS OF PERIODIC MAINTENANCE ACTIVITIES

Sl.No	Operation	Frequency(Times)	Period/Duration after Handing Over
1	**Irrigation**		**As per Demand or as specified under**
(a)	In Summer	**15**	Month-Every Alternate Day
(b)	In rainy Season	**5 to 7**	Monthly or as per climatic condition
(c)	In winter	**10**	Monthly
2	**Weeding-**	**2**	**Monthly**
3	**Forking of the Plants & Shrubs-**	**2**	**Monthly**
4	**Edging-**	**Once**	**Monthly**
5	**Grass Cutting-**	**2**	**Monthly**
6	**Trimming of Shrubs/Ground Covers:**	**Once**	**Monthly or as per instruction of the site-in-charge**
7	**Pruning of Big Trees**	**2**	**Yearly**
8	**Mulching i.e., 50mm thick layer fine powdered FYM or Cocopit /vermin-compost**	**Once**	**Once in a month**
9	**Fertilizing**		
(a)	**Lawn** (NPK value 10-15-15)-250 Grm/sq.mt at interval of after planting with enough watering	**Once**	**Quarterly/Half Yearly as instructed by Site-In-Charge**
(b)	**Shrubs & Ground Covers** etc @ 50 grm per sq.mt with enough watering	**Once**	**Quarterly/Half Yearly as instructed by Site-In-Charge**
(c)	**Trees @ 50 grams per Tree**	**Once**	**Quarterly/Half Yearly as instructed by Site-In-Charge**
10	Gypsum+ Sulphur for maintaining pH Value at 7 to 7.5 @ 200 grm/sq.mt or as instructed by Site-In-Charge in consultant with Horticulturist or Landscape Consultant	**Once**	**Yearly**
11	Site Cleaning & maintenance of General Appeal of the Site	**Daily**	**As & When required but site should be maintained clean**

3.5 DETAILS OF MAINTENANCE STAFF REQUIREMENT

As per the minimum need of the maintenance requirement to the landscape developed area on gross basis as per the maintenance schedule, the following number of the person shall be required for desired activities based on the 5 Acres(20235 sq.mt) area under landscape.

Sl.No	Manpower Description	Nos
1	Trained Gardeners+ laborers	**12**
2	Supervisor	**01**
3	Tractor Driver & Helper	**02**
4.	**Total Manpower (per 5 Acres)**	**15 Nos**

Besides, the contractor shall have to deploy a horticulturist as per criteria specified in the "Section-5 : Special Conditions of Contract" Clause1(d)

4. SOIL TESTING

The Contractor shall be required to get the soil test done as per instruction and supervision of the Site-In-Charge for ensuring the soil correction before the plantation works. The soil test shall be done @ minimum 20 Nos, the location selected randomly by the Site –In-Charge.

Sl.No	Parameters	Acceptance value
1)	pH Value	7.5
2)	Nitrogen	Between 25-60 ppm
3)	Total Soluble Solids	0.01%
4)	Chloride	20 mg/kg
5)	Carbonates	Between 1 & 60%
6)	Organic Matter	Between 1 & 60%
7)	Phosphorous	Between 4 & 5 ppm
8)	Calcium	Between 150 & 250 ppm
9)	Magnesium	Between 11 & 20% Between 7 and 10 ppm
10)	Salinity	Between 420 & 12 Months0 ppm
11)	Sodium	Less than 5%
12)	Potassium	Between 90 & 125 ppm
13)	Sodium Adsorption Ratio (SAR)	Between 12% to 15 %
14)	Sulphure as Sulphate	Between 7 & 12 ppm
15)	Iron	Between 5 & 20 ppm
16)	Boron	Between 0.5 & 1.0ppm
17)	Zinc	Between 1.2 & 3.5 ppm
18)	Copper	Between 0.3 & 1.0ppm

5. PLANTING PRACTICES-APPLICATION

5.1 REQUIREMENT OF SOIL PREPARATION, PLANTING AND MAINTENANCE MATERIALS

5.1.1. Soil Conditioner

Soil Conditioner shall be Peat Moss, organic compost composted rice hulls or other approved fibrous organic matter suitable for mixing with topsoil to make a friable growing medium for plants. It shall be resistant to rapid decay, free from soluble salts (below 900ppm), pH 6-7, free from large lumps or debris.
Coco-Peat will not be accepted.
A sample shall be submitted to and approved by the Landscape Architect prior to installation.

5.1.2. Organic Compost

Organic compost shall be an organic vegetable compost produced thorough a horticultural or industrial composting process. Compost is to be clean, decomposed, smell free, and free of any debris, refuse, clay or visible fungus. A sample and test data is to be submitted for approval before use. All compost is to be sterilized before being packed for transport. Any odorous materials delivered to site will be rejected. Any vermin resulting from use of organic compost will have to be controlled by the Landscape Contractor within 12 hours.

5.1.3. Peat Moss

Peat Moss shall be fibrous fresh water peat from vegetable fibre. Peat will have a pH of 5.8 – 6.5 and shall be free of soluble salts greater than 900 micromos; Peat shall be free of lumps, sticks or stones greater than 5mm.

5.1.4. Composted Rice Hulls

Rice hulls shall be partially composted and free from live rice or weed seeds. The rice hull compost shall be nitrogen stabilized and free of particles greater than 5mm.

5.1.5. Sand

Sand shall be clean, coarse, well graded material, free from soluble salts. Particles shall range in size so that 80-100% passes the 1mm sieve and 0-50% passes the 250 micron sieve.

5.1.6. Fertilizers

Chemical fertilizers shall be approved granular fertilizers. Fertilizer may be single element or compound, normal or slow release compound fertilizers. They shall be stored in waterproof sealed bags under shelter away from water and direct sunlight. Samples shall be submitted to, and approved by the Landscape Architect, before use in the Works.

Organic fertilizers shall be organic products such as organic liquid fertilizer, pellets or granules manufactured primarily from organic materials. These products are to be from accredited sources and technical data indicating sources of origin and manufacturing process must be submitted and approved before use. Animal by-products must be sterilized before being packed for transport and odorous materials used on site will be rejected.

5.1.7. Mulches

Mulches shall be an approved friable-composted organic material such as Oil Palm husks, organic compost or an approved mix. Coco-peat will not be allowed unless mixed in a proportion of 50-50 with another mulching material free from soluble salts or toxic materials and resistant to rapid decay. Mulches shall have a pH of 5.5 - 7.0. Samples are to submitted to the Landscape Architect and approved before use.
Mulches are to be applied in a 50mm thick layer over the entire surface of shrub and groundcover areas. Mulching is to be re-applied to expose soil in planting areas every 3 months after initial installation until the end of the maintenance period or until complete surface cover by vegetation is achieved.

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

5.2 STAKING & SUPPORTS

5.2.1. General

i. Stakes shall always be used when planting instant trees, standards and single stem palms and for tall shrubs as indicated in the drawings.

ii. Stakes shall be mangrove poles, bamboo or equal and shall be appropriate to the size of the plant to be supported.

5.2.2. Guying

i. Guying shall be used for large trees or palms. A minimum of three wire guys are to be used per tree. Each guy wire is to be fastened by a loop around the lowest branches of the tree at the junction with the main trunk or stem. Loops are to have protective rubber or plastic hose to prevent chafing and are to be fastened back to the guy wire by means of U-clamps. Wire shall be 2.5mm PVC coated GI wire, green colour. Palms shall have 5mm x 3mm x 30mm battons fastened about the trunk with GI wire at the height where the guy wires are to be secured. Guy wires will fasten to the battons and not to the main trunk.

ii. Guy wires are to be fastened at ground level to short stakes firmly driven at an angle into the ground. Stakes shall be 5mm GI coated angle iron or 75mm mangrove. Stakes shall be a minimum length of 600mm and are to be driven deep enough to resist movement. A notch is to be made near the top of each stake for the fastening of the guy wire. Stakes shall be positioned equally around the tree and shall extend at least 300mm beyond the tree pit. Distance away from the tree shall be gauged on site to provide firm and secure guying. Distance of stakes and final positions shall be finalized on site to provide firm and secure guying.

iii. Each guy wire is to have one turnbuckle located near the fastening to the stake. Guy wires are to be kept properly tension and adjusted to maintain the tree in a vertical position without guy wires being rigid.

5.2.3. Double Staking

i. Double staking shall be used for standard trees. Two 50mm x 50mm stakes shall be driven into the ground vertically on either side of and outside the rootball of the tree so as to form a straight line with the stem at the center. Stakes shall be driven in to penetrate the bottom of the tree pit and be deep enough to resist lateral movement when tested. Stakes shall not extend beyond the lowest branch of the tree and if necessary are to be sawn off at the top.

ii. Fastening or securing of the tree may be carried out by using either :

a) Cross bar – a wooden cross bar of same section as the stakes is fastened in a horizontal position to the outside of the stakes by nails or tying securely at a level below the lowest branch. The tree is fastened to the cross bar with a single adjustable tie of an approved rubberized or plastic type with a spacer and shall be fastened to prevent any chafing or abrasion of the bark. Nails or fittings are not to be driven into the tree trunk.

b) Wire/Hose loops – Two separate wire or rope loops are made about the stem just below the lowest branch with each being fastened back to one of the vertical stakes. Each loop is to have a protective outer covering or sheath of rubber hose to prevent chafing or abrasion of the bark. The wire is to be fastened to the stakes in a manner that allows adjustment of the tension to be made easily. Tension on each wire to be equal to maintain the tree in a vertical position. The wire shall be 2.5mm PVC-coated GI wire, green colour.

iii. Where directed by the Landscape Architect the tree may be secured with a second set of loops at a lower level.

5.2.4. **Single Staking**

Single Staking shall be used for field trees. A single 50mm x 50mm stake is driven vertically into the ground 150mm – 250mm away from the tree. The stake is driven down beyond the base of the tree pit and shall be firm when tested. The top of the stake shall be 100mm below the top of the tree. Ties are to be fastened to avoid rubbing, chafing or abrasion of the bark.

5.2.5. **"Dead Man" Guying**

"Dead Man" Guying shall be used where directed by Landscape Architect. This method of supporting trees is for use in areas where other conventional methods of support are not feasible. Prior to backfilling two pairs of preservation treated hardwood planks, minimum 100mm x 50mm, are laid across the top of the rootball at right angles so that the trunk or stem is enclosed in a square. The timber planks should be positioned as far out towards the edge of the rootball as possible but kept approximately 100mm in from the edge. Two pairs of galvanized or stainless steel cables are then led over at right angles to the timber planks and the ends firmly fastened into the ground at the base of the rootball or preferably fastened to a structure nearby. Twin buckles at the mid point of each cable are installed to tightened the cables to a suitable degree. Cables should be tightened only to hold the root-ball firm. Over-tightening may cause the rootball to settle deeper into the ground than desired. Wherever "Dead Man" guying is directed refer to the Sub-Contract drawings for particulars. If Dead Man guying is directed without a drawing the Landscape Contractor is to notify the Landscape Architect.

5.2.6. **Climber Wires**

Climber wire for training climbing plants against walls shall be approved lightweight PVC coated wire mesh, fixed at 600mm intervals to GI screw eyes. Maximum mesh coverage shall be 12 Months0mm high x 2400mm wide. The climbing plants shall be trained through the wire mesh with the shoots directed upwards and tied.

5.3 WATERING OF ALL PLANTS

After planting of all plants are to be thoroughly watered using enough water to soak the ground all around the rootball. After the water has percolated away leaving the surface relatively dry the soil is to be lightly cultivated to give an even soil tilth.

5.4 MULCHING

After completion of planting, watering and light cultivation operations, a 50mm deep layer of approved mulch shall be spread over all planting areas except turf and groundcover beds. Mulching is to be done within 2 days of completing planting and watering in. The cost of mulching is cleared to be included in the unit rates for planting.

5.5 FERTILIZING

After planting and before the commencement of maintenance operations all planting areas will be fertilized at three month intervals. Planting beds and pits shall be fertilized with an approved slow release fertilizer at the rate of :

Trees	:	250gm per tree
Shrubs/Climbers	:	50gm per plant or 50gms/m2
Groundcover	:	50gm per square meter
Herbaceous/Rooted shoots	:	spread around the base of the plants

Turf areas shall receive area 46.0.0 at a rate of 1kg/100m2. All fertilized areas are to be watered immediately after fertilizer application.

5.6 DISEASE CONTROL

The Landscape Contractor shall take all necessary precautions to prevent or eradicate any outbreak of disease or insect attack.

5.7 PLANTING INTO TURF AREAS

Where planting is to be carried out in areas of turf, the turf shall be carefully cut to the size of the tree or shrub pit, rolled and stored for re-use, being kept moist and in shade. After planting, turf shall be relaid around the base of the plant. The Landscape Contractor shall replace any turf, which is damaged during planting operations. Trees in turf areas shall receive a 15cm high plastic trunk collar to protect the trunk from damage during turf cutting.

5.8 PROTECTION OF PLANTED AREAS

The Landscape Contractor shall be responsible for protecting all planted areas. If it is necessary for the Landscape Contractor to erect temporary protective fencing, the Landscape Contractor shall be responsible for keeping the fencing in position and in good repair until the end of the maintenance period. Fencing proposals shall be submitted to the Landscape Architect for approval.

5.9 MAINTENANCE PRIOR TO COMPLETION

i. After planting and prior to the onset of the maintenance period, the Landscape Contractor shall be responsible for carrying out all necessary measures to ensure that the plant material thrives and becomes established and that the landscape areas are kept in a clean and tidy condition.

ii. The Landscape Contractor shall allow for carrying out the following maintenance operations when necessary prior to the onset of the maintenance period, all as specified in section 7 of this specification.

- Replacement of dead/missing plants
- Grass cutting
- Watering
- Cultivation and loosening of soil
- Weeding
- Pruning and clipping
- Firming up and adjustment stakes and ties
- Eradication of pest or insect attack
- Top drawing and mulching
- Fertilizing

iii. The Landscape Contractor shall be responsible for replacing any plants which fail to survive as a result of inadequate maintenance operations, poor workmanship or poor quality of plant material prior to completion

iv. The Certificate of completion will not be issued until all plans scheduled on the Drawings and Schedule of Works is installed in a healthy condition in the manner specified.

6. Contractor's Other Obligations

6.1 All safety training and skill development of Contractor's workers and operators shall be carried out either by the Contractor or the Employer and all costs related to such training shall be borne by the Contractor.

6.2 The Contractor shall obtain all necessary approvals/ permission from the Relevant Authorities including where necessary securing the presence of the Relevant Authorities or their representative to inspect and supervise the operations in connection with the Contract Works. The Contractor shall bear all costs, fees, charges etc so imposed for the attendance of the Relevant Authorities or their representatives.

6.3 The Contractor shall be responsible for any damage caused by any work carried out by Contractor to the existing services and utilities whether shown or not shown in the drawings from whatsoever cause arising thereof and shall make good to its original condition at his own costs and expense to the satisfaction of the Employer.

6.4 Upon completion of the Contract Works the Contractor shall remove and clear all debris, waste and/or any excess materials, construction plant, and temporary works from the site and shall do all things to clear up the site which shall include any cleaning where instructed by the Employer to other areas affected by the Contract Works. During the Contract period the Contractor shall ensure that the site is kept clean and in proper order and free from rubbish, waste or debris and Contractor shall do all things necessary to prevent any damage to or pollution or the creation of any health or environmental hazard at or around or adjacent to the Site.

6.5 The Contractor shall defend (if requested to), save harmless and indemnify the Employer against all claims, demands, interest, penalties, proceedings, damages, loss, costs, charges and expenses arising out of or in connection with any failure, neglect or omission by the Contractor to perform his obligations under the Contractor any damage to property (including the Contract Works) or injury to person (whether resulting in death or not) caused or contributed by the Contractor and/or his servants or agents or independent Contractors appointed by the Employer to carry out works on behalf of Contractor (whether or not such claims, losses and/or damages have been insured by the Employer). In addition, this indemnity shall include all legal costs incurred by the Employer as a consequence of such claim, demand or proceeding being made.

6.6 The Contractor shall, subject to this Contract and other obligations imposed by law, execute the Contract Works and provide all labour, materials, construction equipment and all things necessary and incidental for the Contract Works to the satisfaction of the Employer and / or the Relevant Authorities.

6.7 The Contractor shall bear all payments and other related costs on his own in connection with the execution and completion of additional, rectification, etc, works due to or caused by any act, default, neglect or omission by the Contractor. This shall also include the employment of consulting Engineer in Charges, professional experts and such other personnel as may be necessary for such works.

6.8 The Contractor acknowledges that he will not have any objection in re-structuring the Contract with respect to material and labour in order to realize the exemptions and benefits granted by the Government whenever required, and he will pass on such benefits to the Employer.

6.9 The Contractor accepts that in the event of supply of any material from Employers side pursuant to Clause 25 (Supply Of Material). The Item rate quoted by the Contractor shall be re-calculated and the Contractor will not make any claim whatsoever in account of material part of the rates (including all profits, overheads, taxes etc. all) quoted by him in the Bills Of Quantity.

SECTION 4: CONTRACT DATA

CONTRACT DATA

1. The following documents are also part of the Contract:

   - The Schedule of Other Contractors working simultaneously in the area if any
   - The Schedule of Key Personnel ornogram to be submitted along with Bio data of Key Personnel for approval of Engineer-in-Charge
   - The Methodology and Program of Construction
   - The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction

2. The **Employer** is:

   Mahindra World City (Jaipur) Limited
   SEZ Project Office
   PO: Mahindra World City, Tehsil: Sanganer
   Dist: Jaipur (Raj.)
   PIN: 302 037

   Authorized Representative: **HEAD (Infrastructure & Development)**

3. The Name and identification number of the Contract is: **LANDSCAPE (SOFTSCAPE) WORKS AT HANDICRAFT ZONE OF MAHINDRA WORLD CITY AT JAIPUR** and the number is **MWCJL/LE/ISW/LS/T_15**

4. The Works consist of **Development for Special Economic Zone at Mahindra World City, Jaipur** as described in detail under the caption "Scope of Work" in the Special conditions of Contract.

5. The Date of Commencement shall be the date specified in the Notice to Proceed with the work.

6. The Intended Completion Date for the whole of the Works is One (01) month reckoned from the date of commencement as indicated in the Notice to Proceed, issued by the Employer. The work shall have the following milestones

7. **Milestone dates:**

Physical completion of works	Period from the date of commencement
Milestone 1	will be given at the time of award
Milestone 2	will be given at the time of award
Milestone 3	will be given at the time of award

8. The Contractor shall submit a work schedule including the commencement date, to reflect the ground realities and adhering to the schedule of milestone indicated above. This revised work schedule shall be submitted within 14 days of delivery of the Letter of Acceptance.

9. The Site Possession Date shall be the date within seven days from the date of issue of Notice to Proceed with the work.

10. The Site is located at **Mahindra World City (Jaipur) Limited, IT/ITES SEZ. Village: Kalwada, Tehsil : Sanganer, District: Jaipur – 302 037**

11. The Defects Liability Period is twelve (12) month from the date of certification of completion of works. (Where sectional completion certificate is issued this will apply from those dates for those sections).

12. Insurance requirements are as under:

Sr. No.	Policy for	Insurance cover required
1	All risk insurance for works	By Contractor
2	Loss or damage to Employer's Equipment	By Contractor
3	Employers Other property	By Contractor
4	Personal injury or death insurance: a) Third Party	By Contractor
	b) For Contractor's Employee	By Contractor Contractor should ensure such insurance is in force through out the Contract period (Including defect liability period) and necessary proof to be submitted before the commencement of the project and at least a fortnight before the expiry of current insurance. The Contractor should indemnify and include in the policy the Employer
(iii)	Motor Vehicle Insurance	By Contractor as per statutory requirements, covering third Party liability.
	Third Party liability insurance (Including the name of Employer)	By Contractor Minimum cover Rs. 10 Lacs.
	Contractor's Equipments (Including liability arising out of usages of such equipment)	By Contractor.

13. The language of the Contract documents is English

14. The law which applies to the Contract is the laws of Republic of India and State of Rajasthan.

15. The currency of the Contract is Indian Rupees.

16. The proportion of payments retained (retention money) shall be 5 % from each bill to be released within thirty (30) days after the issue of Completion Certificates.

17. The liquidated damages for the whole of the works are 0.5% of the Contract value per day or part or part thereof

18. The maximum amount of liquidated damages for the whole of the works is five percent (5%) of final Contract price.

The amounts of the advance payment are:

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	10% of the Contract price	On submission of un-conditional Bank Guarantee. 5 % initially and 5 % on completion of mobilization/actual commencement of work as stipulated in the Contract.

(The advance payment will be paid to the Contractor no later than 15 days after fulfilment of the above conditions).

22. Repayment of advance payment for mobilization and equipment:

    The advance shall be recovered with percentage deductions from the interim payments certified by the Engineer in Charge under the Contract. The mobilization advance shall be recovered from all progressive invoices right from first interim payment certificate and will be recovered fully prior to the completion of 80 % of the total work value.

23. The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price:

24. Performance Security shall be for 5% per cent of Contract price to be submitted prior to signing the Contract. Performance Security shall be released within 30 days after the date of Actual Completion.

25. The standard form of Performance Security acceptable to the Employer shall be an unconditional and irrevocable Bank Guarantee of the type as presented in Section 5 of the Bidding Documents and valid for one month after the expiry of the defect liability period.

26. The as-built drawings in 2 sets are required before issue of certificate of completion of whole or section of the work, as the case may be. The amount to be withheld for non submission is Rs. 5, 00, 000/-.

27. The following events shall also be fundamental breach of Contract:

    27.1 The Contractor has contravened any Clause / sub-Clause of the General Condition of Contract.

    27.2 The Contractor does not adhere to the agreed construction program and agreed environmental management plan and also fails to take satisfactory remedial action as per Agreements.

    27.3 The Contractor fails to carry out the instructions of Engineer in Charge within a reasonable time determined by the Engineer in Charge in accordance with General Condition of Contract Clause 8 and 11.

SECTION 5: FORMS OF SECURITIES

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at this time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

Annex A: Performance Bank Guarantee

Annex B: Bank Guarantee for Advance Payment

ANNEXURE –A

PERFORMANCE GUARANTEE

This Guarantee of guarantee (hereinafter referred to as "**Guarantee**") made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the "**Bank**") of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at 408, 4th Floor, Ganpati Plaza, M I Road, Jaipur -302 001 and local office at 411, 507, Neelkanth Towers, BS Road, C-Scheme, Jaipur. (hereinafter referred to as "**MWCJ**" which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called "Mahindra World City, Jaipur" (hereinafter referred to as "**SEZ**");

B. On the assurance of M/s ----------having its registered office at ------ (hereinafter referred to "**Contractor**") that they are having the necessary infrastructure and capacity to undertake construction of ---------- package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract dated xx (hereinafter referred to as "**Contract**" which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;

C. Contractor has, by its acceptance to enter into the Contract with MWCJ has agreed to furnish a bank guarantee to MWCJ to ensure timely and satisfactory performance and completion of the work as per terms of the Contract;

D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure performance by Contractor of its obligations under the said works contract.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to perform its obligations under the said Contract and any amendments or modifications thereto, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, the amount set forth in certificate by MWCJ as the amount of loss / claim / damage / cost / expense arising or likely to arise out of breach or non fulfilment of the said Contract. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ. Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by MWCJ. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the

expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.

3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.

4. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligation hereunder, to assign this guarantee in favour of any MWCJ affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such MWCJ affiliate assignee.

5. This Guarantee herein contained shall remain in force and effect till MWCJ certify that the terms and conditions of the said Contract have been fully and properly carried out and that the Contractor has fulfilled all its obligations under the Contract and that MWCJ has no claim against the Contractor on any account against the said Contractor. The Bank shall be released of its liabilities and obligations under this Guarantee only after such a certificate as aforesaid are issued by MWCJ to the Bank.

   i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.

   ii) Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.

6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.

7. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.

8. This Guarantee shall be governed by the applicable laws of India.

9. The expression "The Bank" and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

( )

WITNESSES :

1. 2.

ANNEXURE –B

DRAFT OF ADVANCE BANK GUARANTEE

This Guarantee of guarantee (hereinafter referred to as "**Guarantee**") made this (date)..... by Bank (Bank Name)....., a scheduled bank with its head office at (address)..... (hereinafter referred to as the "**Bank**") of the first part in favour of M/s. Mahindra World City (Jaipur) Limited, a company incorporated under Companies Act, 1956 and having its office at 408, 4th Floor, Ganpati Plaza, M I Road, Jaipur -302 001 and local office at 411, 507, Neelkanth Towers, BS Road, C-Scheme, Jaipur. (hereinafter referred to as "**MWCJ**" which expression shall, unless repugnant to the meaning and context here to, include its affiliates, successors and assigns) of the other part.

WHEREAS:

A. M/s. Mahindra World City (Jaipur) Limited is developing a special economic zone at Jaipur called "Mahindra World City, Jaipur" (hereinafter referred to as "**SEZ**");

B. On the assurance of M/s ……. having its registered office at ……. (hereinafter referred to "**Contractor**") that they are having the necessary infrastructure and capacity to undertake construction of …….. package at the SEZ to the quality, specifications and time frame as per the terms and conditions stipulated by MWCJ, MWCJ and Contractor have entered into a contract dated xx (hereinafter referred to as "**Contract**" which expression shall include any agreed amendments or modifications thereto) to execute the work within the SEZ in accordance with the terms and conditions of such Contract;

C. MWCJ has agreed to pay an advance of Rs. ---------- in accordance wit the terms of the Contract to the Contractor to perform its obligations under the Contract. Such advance given by MWCJ shall be secured by Contractor by way of a bank guarantee;

D. The Bank has, at the request of the Contractor, agreed to grant in favour of MWCJ, a guarantee to secure advance payment made by MWCJ to the Contractor.

NOW THIS GUARANTEE WITNESSES AS FOLLOWS:

1. The Bank hereby unconditionally, unequivocally and irrevocably guarantee to MWCJ and agrees and undertakes that if in the sole and unfettered opinion of MWCJ, Contractor has failed to pay the amount equivalent to Rs……. given as advance by MWCJ to the Contractor (hereinafter referred to as "**Advance**")with in the time stipulated in the Contract, the Bank shall upon demand of MWCJ forthwith pay to MWCJ, without demur, contestation or dispute, without reference to Contractor, amount equivalent to Advance. Any such certificate or demand by MWCJ on the Bank, shall be conclusive as regards the amount due and payable by the Bank to MWCJ under this Guarantee, notwithstanding any dispute between Contractor and MWCJ as to the liability for or quantum of loss / damage / claim / costs / expenses and notwithstanding any notice by Contractor to the Bank withhold or not to pay any amount to MWCJ against this Guarantee either before or after invoking of this Guarantee by MWCJ Provided always the total liability of the Bank hereunder shall be limited to Rs. (.....) (Rupees.....).

2. This Guarantee of the Bank shall be effective immediately from the date hereof and shall be in force for till a certificate is issued by MWCJ to the Bank in accordance with Clause 5 of this Guarantee unless a claim or demand in writing is served upon the Bank by MWCJ. If a demand is so served, this Guarantee shall continue in full force and effect (notwithstanding the

expiration date) in respect of the amount so demanded until the obligation of the Bank in respect hereof is finally determined and the payment made to MWCJ.

3. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligations hereunder, to vary any of the terms and conditions of the said Contract, to extend the time of performance by the Contractor from time to time and to forbear from enforcing any of the terms of the said Contract without any notice to or the consent of the Bank and the Bank shall not be released from its liability under this Guarantee by reason of any such variation or extension or forbearance being granted to Contractor. The Bank agrees that MWCJ has no obligation whatsoever to exercise its rights against collateral, if any, of Contractor but may immediately call on this Guarantee.

4. The Bank agrees that MWCJ has the fullest liberty, without affecting in any manner the Bank's obligation hereunder, to assign this guarantee in favour of any MWCJ affiliate company in India without the consent of but with prior intimation to, the Bank, and the Bank shall not be released from its liability under this Guarantee by reason of any such assignment. The Bank shall forthwith, on receipt of such intimation; undertake necessary endorsements or amendments hereto to incorporate the assignment in favour of such MWCJ affiliate assignee.

5. This Guarantee herein contained shall remain in force and effect till MWCJ certify that the Contractor has dully paid the Advance back to MWCJ. The Bank shall be released of its liabilities and it's obligation under this Guarantee only after such a certificate as aforesaid is issued by MWCJ to the Bank.

   i) The Bank shall not revoke this Guarantee during its currency except with the previous consent in writing of MWCJ.

   ii) Only neglect or forbearance, on the part of MWCJ, in the enforcement of the payment of any money, the payment whereof is intended to be hereby secured or the giving of the time for the payment hereto shall in no way relieve the Bank of their liability under this Guarantee.

6. Any notice or communication under this Guarantee shall be in writing and shall be served on the Bank at its address first hereinbefore mentioned and to MWCJ at its address first hereinbefore mentioned. Either party may notify to the other in writing any change in such address for service of notice upon it. The notices shall be served personally against acknowledgement or by Registered Post / Fax / Telex.

7. This Guarantee shall not be affected by any change in the constitution of the Bank or of Contractor or of MWCJ.

8. This Guarantee shall be governed by the applicable laws of India.

9. The expression "The Bank" and the Contractor hereinbefore used shall include their respective successors and permitted assigns.

10. IN WITNESS WHEREOF..... FOR AND ON BEHALF OF THE BANK HAS SIGNED THIS GUARANTEE ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

11. ( )

12. WITNESSES :

1- 2-

Annexure – I

Compliance Status

1. **WO No./ Ref. No.:-**
2. **Name of Contractor / Agency:-**
3. **Nature of Work :-**
4. **Bill – Running Bill / Final Bill**

Compliance requirements

	Points to be checked	Remarks	S.No	Points to be checked	Remarks
1	Attendance Sheet (Month wise)	**Annexure No. –**	12	Minimum Wages paid as per law	
2	Wage Sheet / Muster Roll (Month wise)	**Annexure No. –**	13	Bonus / Gratuity compliances as per applicability	**Annexure No. –**
Provident Fund			**WC Policy**		
3	Code No. Allotment Letter (One Time)	**Annexure No. –**	14	Policy No. & Cover to No. of Workers	**Annexure No. –**
4	P.F. Challan (month wise)	**Annexure No. –**	15	Policy Valid upto	
5	Site wise break up (if Challan amount not match with wage sheet)	**Annexure No. –**	**Employees State Insurance (not applicable for construction contractors)**		
6	Monthly Return (Form 12A;10;5)	**Annexure No. –**	16	ESI Challan (If applicable)	**Annexure No. –**
7	Annual Return under PF	**Annexure No. –**	17	Return under ESI Laws	**Annexure No. –**
Contract Labour (R&A) Act			**Contractors' All Risk Policy / Third Party Insurance**		
8	Whether Form V Issued, if yes, Date		18	Policy No. & Cover Amount (as per contract terms and agreement)	**Annexure No. –**
9	Licence No. and No. of Maximum Workers (Workers employed by Contractor should not exceed with maximum numbers given in licence at site any time, if yes, please	**Annexure No. –**	19	Policy Valid upto	

	provide numbers)				
10	Commencement/ Completion report submission to Labour Department	**Annexure No. –**	**Others**		
11	Half yearly return / Registers maintained under CL Laws	**Annexure No. –**	20	Indemnity Bond Given	**Annexure No. –**
Below declaration along with final bill :- **I / We also confirm that we have submitted final bill no……. dated…….……for WO No……..……. relating to …….. and there are no dues after settlement of this final bill.** **(Signature of Authorised Signatory of the Contractor)**					
COMMENTS					

Signature of Authorised Signatory of Contractor

Verified by – Site Engineer / Contract Dept.