TENDER DOCUMENT

YEAR 2011-2012

Bid No. MWCJL/INFRA/LS/HC/P-II/2011-12/T-16

Project Owner:

Mahindra World City (Jaipur)Ltd
411, Neelkanth Tower#1,
1,Bhawani Singh Marg, C-Scheme,
Jaipur-300201
Ph.No:+91-141-3003400

Master Planning Consultants	**Landscape Consultant:**
JURONG Consultants Pte Singapore	Site Concepts International Pte Singapore

Project Manager & Site Coordinator
Manager, Urban Planning, Deptt. Of Infrastructure,
Project Office, Mahindra World City, Jaipur.
Near Kalwara Village,Off-NH#8, Jaipur-302037
Ph.No :+91-141-3003411
Mob.No :+91-9929093361

LANDSCAPING-PLANTATION WORKS in Mahindra World City, Jaipur

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SECTION-1

TENDER NOTIFICATION

1. NOTICE INVITING TENDER

Selected item rate tenders in the prescribed form are invited from experienced Contractors, for the following work:

1. (a)	**NAME OF WORK**	**Landscape (Softscape) Works in WATER BODY IN HC AREA PHASE - II @ MAHINDRA WORLD CITY @ JAIPUR**
1(b)	**LOCATION:**	Mahindra World City, Special Economic Zone, PO- Mahindra World City Near Vill:Kalwara,Off-NH-8(Jaipur-Ajmer Road) JAIPUR – 302 037.
2.	**CLIENT**	**MAHINDRA WORLD CITY (JAIPUR) LTD.,** 411,Neel Kanth Tower, 1,Bhawani Singh Marg**,** JAIPUR-302021
3.	**E.M.D**	NIL
4.	**TIME PERIOD**	TWO MONTHS
5.	**DELETED**	
6.	**AVAILABILITY OF TENDER**	a) Blank Tender Forms shall be available on M**ahindra World City(Jaipur)Ltd web site from** 13.11.2011. Contractor download the tender document from the web site of Mahindra world city by clicking the link given below: http://www.mahindraworldcity.com/content.aspx?act=tenders&citi=jaipur
7.	**PRE-BID MEETING**	NIL
8.	**TENDER FORMS**	a) No corrections or alterations in the form, nor in the conditions stipulated therein, shall be made. b) All drawings and documents issued along with the tender shall be returned along with the submitted tender, duly signed by the tenderer. c) The tender shall be drawn only on the form furnished with these tender documents and duly signed. Tenders shall be complete in all respects.
9.	**VALIDITY OF TENDER**	a) The rates quoted by the contractor should hold good for at least (02) two months from the date of submission of tender. b) Tender if accepted should hold good till the completion of the work.
10.	**TENDER COVER**	a) The tenders shall be submitted completed in all respect sealed with cover labeled on top as "**TENDER FOR LANDSCAPING – PLANTATION WORKS IN MAHINDRA WORLD CITY (JAIPUR) LIMITED,** This cover shall also include the demand draft towards the Earnest Money Deposit (if Applicable) The tender shall be addressed to: Deputy General Manager (Contracts), Project office, **MAHINDRA WORLD CITY (JAIPUR) LTD., Near Vill: Kalwara, Mahapura-Kalwara Road, Off-NH-8 (Jaipur-Ajmer Road),Jaipur.Pin:302 037**
11.	**SUBMISSION OF TENDER**	a) The tenderer must submit sealed tenders, duly signed and completed in all respects, to the office of Deputy General Manager (Contracts), Project office, **MAHINDRA WORLD CITY (JAIPUR) LTD., PO-Mahindra World City, Off-NH-8(Jaipur-Ajmer Road), Jaipur.Pin:302 037** latest by **17.10.2011**

		b) In the event of the tender being submitted by a firm, it must be signed separately by each partner hereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power-of-Attorney authorizing him to do so, such Power of Attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act. c) Receipt for payments made on account of a work, when executed by a firm, must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
12.	**CONTENTS OF THE TENDER DOCUMENT**	a) The set of tender documents issued for the purpose of tender shall comprise of the Tender Notification, Site Description and Scope of Works, the Conditions of Contract, Special Conditions of the Contract, the General Specifications & Bill of Quantities, and the Execution Drawings. b) The tenderer is expected to peruse all instructions, conditions, forms, terms, design criteria and performance specifications, and drawings in the tender documents. Failure to comply with these requirements of tender submission shall be at the tenderer own risk. c) At any time prior to the last date for submission of tenders, the Employer may, for any reason whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by the issuance of an Addendum. d) The Addendum will be sent in writing or by telex or cable or E.mail to all prospective tenderer who have received the Tender Documents and will be binding on them, irrespective of whether the prospective tenderer acknowledges receipt of the same or not. e) In order to afford prospective tenderer reasonable time to take the addendum into account for the preparation of their tenders, the Employer may, at his discretion, extend the last data for the submission of tenders. f) The tender prepared by the tenderer, all correspondence and documents relating to the tender exchanged by the tenderer and the Employer, shall be written in the English language only. Supporting documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an appropriate translation of pertinent passages in English. For the purpose of interpretation of the tender, the English language shall prevail. g) Documents to be furnished at the time of tender submission. The tender to be prepared and submitted by the tenderer to the Employer for consideration shall comprise the following: i) A covering letter from the Tenderer detailing the various considerations in his tender. ii) A list of all the documents accompanying the tender. iii) Form of Declaration and Appendix thereto, duly signed along with the complete set of tender documents. iv) Detailed report on the tenderer's methodology of work, deployment, prioritization with sufficient details to enable its technical acceptability and ensuring completion of work within the stipulated time schedule. v) Information on eligibility and qualifications, together with additional information regarding tenderer's management or financial position, current works in hand etc.

		vi) Detailed provisional Schedule & Program for completion of various items of work including a network for all preliminary arrangements for mobilization of resources such as manpower, plant and machinery, and a chart giving forecast for principal quantities of work proposed to be executed monthly. Again, plantation being sensitive to the climatic condition, the work scheduling should be prepared in accordance to the climatic consideration for early completion of the work. vii) Details of establishment and deployment, together with a detailed organization chart, proposed for this project. viii) Latest income tax clearance certificate from the concerned department in India. ix) Any other material required to be completed and to be submitted in accordance with the tender documents. b) All documents issued for the purpose of tendering as described shall be deemed and have to be incorporated in the tender for the work.
13.	**OBLIGATORY REQUIREMENTS**	a) All tenderer shall include a statement giving the following particulars: i) Major items of Equipments, Tools and machinery proposed for use in carrying out the Contract; ii) The qualifications and experience of key personnel proposed for administration and execution of the Contract, both on and off site; b) In addition, the tenderer shall furnish the following information regarding the financial standing of the tenderer: i) Level of working capital; ii) Extent of access to bank loans or credit facilities, with ceiling limits, if any, prescribed in this regard and certified by the bankers themselves; c) Details of current work in progress including value, current outstanding payables etc. d) Shall submit the copy of this document signed on each page along with seal of the organization.
14.	**OPENING OF TENDERS**	a) The tenders will be opened at the project office of **MAHINDRA WORLD CITY (JAIPUR) LTD** b) The tender shall remain open for the acceptance by the competent authority for a period of three months from the date of opening of the financial bid. c) Tenders once submitted cannot be withdrawn.

2. CONDITIONS TO TENDERERS

1.	**SITE VISIT**	a) The tenderer shall, prior to submitting his tender for the work, visit and examine the site of works and its surroundings at his own expense, and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work. b) The tenderer shall satisfy themselves about the following factors: i) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by him in connection with the work including diverting and re-routing of services. ii) Requirement and availability of land and other facilities of his enabling works, establishment of his nursery, office, stores etc. iii) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained there-from. iv) Source and extent of availability of suitable materials, including water etc., and labor (skilled and unskilled) required for work, and laws and regulations governing their use and employment. v) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work. vi) The limit and extent of surface and subsurface water to be encountered during the performance of the work, and the requirement of drainage and pumping. vii) The type of equipment and facilities needed, for and in the performance of the work; viii) The extent of lead and lift required for the work in complete form over the entire duration of the contract, and ix) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract. c) The tenderer should note that information, if any, in regard to the local conditions, as contained in these tender documents, has been given to tenderer merely for guidance and is not warranted to be complete. d) A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding or otherwise shall be allowed. e) The tenderer and any of his personnel or agents will be granted permission by the Site-In-Charge or his authorized nominee, on receipt of formal application in respect thereof a week in advance of the proposed date of inspection of site, to enter upon his premises and lands for purpose of such inspection, but only on the express condition that the tenderer (and his personnel and agents) will relieve and indemnify the Employer (and his personnel and agents) from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which, but for the exercise of such permission, would not have arisen.

2.	**TIME LIMIT**	a) Time is of the essence in this Contract, and the work covered herein is required to be completed in all respects within the time period stipulated above. b) The tender should be based on this time of completion. However, the above-mentioned stress on time-based completion shall not entitle the successful tenderer to claim price escalation for the portion of work, if any, which remains unexecuted after the stipulated completion period.
3.	**TENDERED RATES**	The Contractor must understand clearly that the rates quoted are for complete work and include all cost of materials (plants and other basic requirements like staking, safety requirement of the planting materials, signages (planting nomenclature), costs due to labor, tools & tackles, supervision, services of all types like use of electricity, watering, transport of water for planting materials, works, power royalties etc., including their procurement, transportation, storage and wastage etc., to cover the cost of night working, when and if required. No claim for additional payments beyond the prices or rates quoted will be entertained. The Contractor shall further provide without extra charges all labor and things required by Landscape Architect/site In-Charge for testing (soil & water on continual basis) and measuring the work and for weighing, measuring, providing or testing the appropriateness of any portion of the work, and shall also at his own cost provide access to every part of the work with safety. a) The contract shall be for the total cost as quoted in the schedule of quantities, attached by the successful tenderer, complying with the terms and conditions of tender document and shall be for the whole work as prescribed in scope of work. b) All duties, taxes, fees and other levies (present and future) payable by the Contractor under the Contract or for any other cause, as on the date thirty days prior to the closing date for submission of tenders, shall be included in the total contract price submitted to the Employer. c) The rates must be inclusive of ESI, PF or any other statutory compliance as applicable and all taxes inclusive of Entry Tax, Sales Tax, Turn over Tax, Works Contract Tax wherever applicable. The Employer will not reimburse any of the above-mentioned items. d) The rates in the tender should be quoted both in figures and in words; and these are to be written in ink only and are not to be typed; and all corrections should be dated and attested by the Contractor with full signature. e) If there is any difference between the rates quoted in words and those in figures, the lower rate shall be taken into consideration. f) It should be clearly understood that the quantities shown in the Bill of Quantities are approximate, and the drawings are tentative and liable to modifications or alterations as may be found necessary. g) The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and the prices stated in the schedule of quantities and/or the schedule of rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

4.	**VARIATIONS OR DEVIATIONS IN TENDER DOCUMENTS**	a) The tenderer shall submit an offer which complies fully with the basic requirements of the tender documents as indicated in drawings and specifications. b) All tenderer are cautioned that no conditional offer, variations or deviations by the tenderer, with respect to any items proposed by the tenderer (including advance loan for mobilization or time for completion etc.), shall be entertained or considered. c) Furthermore, any deviation from Contract conditions, particular specification, or other requirements stipulated in these tender documents other than those especially clarified/amended shall be liable to be rejected as non-responsive.
5.	**CORRECTION OF ERRORS**	a) Tenders determined to be substantially responsive to be checked by the Employer for any arithmetical errors in computation and summation. b) Where there is a discrepancy between the unit prices/rates and the total amount derived from the multiplication of the unit price/rate and the quantity, the unit price/rate as quoted will govern.
6.	**DISCREPANCIES IN TENDER DOCUMENTS**	a) In case of any inconsistency between bill of quantities, performance specification and drawings, the following order of preference shall prevail: i) Bill of quantities ii) Drawings iii) Specifications b) Any discrepancy in the Contract documents should be brought to the notice of the OWNER for clarification, before submitting the tender. c) No claim in this regard shall be entertained after the acceptance of the tender.
7.	**UNSUCCESSFUL BIDDERS**	The earnest money deposits (if any), of the unsuccessful tenderers will be refunded immediately after the tender are finally disposed of, or after three months from the last date of the opening of the financial bids.
8.	**SUCCESSFUL TENDERER**	a) The successful tenderer shall, within 15 days from the date of issue of the intimation of acceptance of his tender, execute an agreement on a stamped paper of value of Rs.200/- in prescribed form, failing which the earnest money shall stand forfeited to **MAHINDRA WORLD CITY (JAIPUR) LTD** b) In the case of the successful tenderer, the E.M.D. shall be converted to Security Retention Amount, which shall remain with the Employer, free of interest, as a security deposit for the due execution of the works and completion of the Contract, and which will be adjusted to 10% (Ten percent) in the Running-On-Account Bills. c) A retention amounting to 10 % (Ten percent) of the gross amount of each running bill will be deducted at the time of certifying interim payment, for the due execution and completion of the work under Contract. This retention amount is liable to be forfeited, partly or wholly, if the Contractor fails to carry out the work or to keep up the desired rate of progress. d) Out of the above, only an amount calculated at 10% (Ten percent) on the total value of work shall be retained by the Employer, free of interest, from the final bill of the Contractor, during the defects liability and maintenance period of 12 months starting from the time of the virtual completion of work as certified by the Landscape Architects/Site-In-Charge. e) This amount shall be returned to the Contractor on completion of the defects liability and maintenance period, provided that the Contractor has attended to and rectified all the defects, if any, shown to him in the work executed by him, at his own cost, to the satisfaction of the Landscape Architects/Site-In-Charge, or after the final bill is paid, whichever is later.

		f) Withdrawal of the tender when it is once accepted, or failure on the part of the successful tenderer to execute the Contract agreement within the stipulated time after intimation of acceptance of the tender, would entail forfeiture of the Earnest Money Deposit.

3. GENERAL CONDITIONS TO THE CONTRACTORS

a) The Conditions of Contract, as stipulated hereunder, shall bind the Contractor.
b) The Contractor will have to make his own arrangements for electricity or if in case the same being provided by MWCJ, then the contractor shall install a meter and pay their use to the MWCJ @ standard applicable charges.
c) MWCJ shall provide water for all use but contractor shall be liable and answerable to its uses. Any waste of water by any means shall be liable the contractor to be fined as decided by the competent authority
d) The contractor shall create a small office place, storage for materials, along with a nursery establishment fitted with irrigation system to maintain their planting material in good conditions before plantation. The space provided by the employer shall be required for execution of the work and should be equipped with all his tools, tackles & machinery which may be required for the speedy execution of work. Labour Camp should preferably be out of the development area, however living arrangement for a guard or a Mali can be made provided the arrangement is screened off and has been maintained in hygienic conditions
e) Work should not be sub-let, without the written consent of the Employer.
f) The site for the work shall be made available in parts as per site conditions.
g) All the conditions set-forth in the schedule of the Contract form are binding on the Contractor.
h) Further particulars in connection with the works can be had from the office of M/s Mahindra World City (Jaipur) Ltd during office hours.
i) The competent authority reserves the right to reject any or all tenders without assigning any reasons.
j) In case of any dispute, the decision of the Landscape Architects shall be final and binding.

SIGNATURES AND SEALS:

Contractor: **M/s.** _____ Employer: **M/s.** _____

SECTION-2

FORMS FOR TENDERER

FORM OF ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____2010, Between **MAHINDRA WORLD CITY (JAIPUR) LTD.,** (hereinafter called the Employer) on the one part And
M/s. _____ whose Registered office is situated at _____ (hereinafter called the Contractor) on the other part.

WHEREAS the Employer is desirous of Landscape works, and has caused Drawings and Specifications etc. describing the work to be prepared by **M/s. Site Concepts Pvt. Ltd.,** Landscape Architects,

And

WHEREAS the said drawings numbered _____ and/or the Bill of Quantities have been signed by or on behalf of the parties hereto, **And**

WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (herein referred to as 'the said Conditions', the work shown upon the said drawings and/or described in the said Specification and included in the said Bill of Quantities at the rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there-under (herein referred to as 'the said Contract Amount').

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the works shown upon the said Drawings and described in the said Specification and/or the Bill of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount or such other sum as shall become payable at the times and in the manner hereinafter specified in the said Conditions.
3. Deleted.
4. The term "Site-In-Charge" in the said condition shall mean the person so designated by the Employer to supervise the work.
5. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreements in their part respectively in such Conditions contained.

AS WITNESS OUR HANDS THIS _____ DAY OF _____ 2010.

Signed by the said CONTRACTOR
In the presence of

Address

Occupation

Signed by the said EMPLOYER
In the presence of

Address

Occupation

FORM OF DECLARATION BY THE TENDERER **Date: ----------**

From:	To,
----------.	The Head (Infra),
…….	Mahindra World City(Jaipur) Ltd
…….	Jaipur

Dear Sir,

I/We do hereby submit my/our tender for the execution of the work specified in the under memorandum, at my/our quoted rates for each item specified in the schedule of quantities and items, and in all respects in accordance with the specifications, designs, drawings, and instructions in writing as per the annexed Conditions of Contract.

MEMORANDUM

a) General description - Construction of Softscape Works at **MAHINDRA WORLD CITY (JAIPUR) LTD**

b) Earnest money deposit (E.M.D.) - Rs.……

c) Security Deposit to be deducted from the running-on-account bills. - ……..

d) Time allowed for completion of construction. - ……..

e) Amount put to tender - Rs. ……..

Should my/our tender be accepted, I/we hereby agree to execute an Agreement to abide by and fulfill all the terms and provisions of the Conditions of Contract annexed hereto, or in default thereof, forfeit the E.M.D. mentioned in the said conditions, without prejudice to any other right of the Employer.

I/We hereby distinctly and expressly declare and acknowledge that before the submission of this tender, I/we have carefully followed the instructions, read the specifications attached with the tender form and relevant ISI specifications thereof, and that I/we have made examination of the Contract documents and drawings, specifications and quantities, and of the locality where such work is to be done; and that I/we have taken these conditions into consideration while preparing the tender.

I/We distinctly agree that I/we would not claim or demand upon the Employer, any claims based upon or rising out of any alleged misunderstanding or misconceptions or mistakes on my/our part of the said covenants, agreements, stipulations and conditions of the tender.

If upon written information to me/us by the Employer, I/we fail to attend his office therein before the end of the period specified on such intimation, and if upon intimation being given to me/us by the Employer of the acceptance of my/our tender, I/we fail to enter into the agreement with the Employer as defined in the tender notice, I/we shall be debarred from the approved list of Contractors, in addition to forfeiting my/our Earnest Money Deposit already submitted with the tender.

Any notice required to be served on me/us shall be sufficiently served on me/us if delivered to me/us personally, or forwarded to me/us by post (registered or ordinary), or left at my/our given address.

I/We fully understand the terms and agreements of the Contract to be entered into between me/us and the Client, and the written Agreement shall be the foundation of the rights of both parties, and the Contract shall not be deemed to be complete until Agreement has been signed by me/us and by the Client.

I/We fully understand that the Client reserves the right to accept or reject any or all the tenders, without assigning any reasons thereof.

DATED THE _____ DAY OF _____ 2011.

Signature of the Contractor

(Seal and address)

APPENDIX HEREIN REFERRED TO

SL. NO.	TERM USED		DESCRIPTION
1.	Date of Commencement	:	Seven days from date of issue of work order.
2.	Date of Completion	:	As per the schedule of the Work -in stages-Milestone completion as per availability of the site.
3.	Value of work for interim certificate	:	Minimum of 10% on contract.
4.	Retention Money	:	10% (ten percent)
5.	Deleted		
6.	Release of Retention	:	12 months from the date of virtual completion of work as certified by the site in charge.
7.	Period of Honoring	:	21 days after certification.
8.	Period of Final Measurements of work in stage completion as identified by Contractor & Site-In-Charge	:	15 Days after submission of Stage Completion

Signature & Seal

CONTRACTOR/AUTHORIZED SIGNATORY OF CONTRACTING FIRM

SECTION: 3

DESCRIPTION OF SITE & SCOPE OF WORK

1. BRIEF PROJECT DESCRIPTION "MAHINDRA WORLD CITY @ JAIPUR,"

SITE DESCRIPTION

The Mahindra World City, Jaipur(Owner) site proposed on spread of an area 3000 Acres is located off Jaipur-Ajmer Road(NH-8) on Mahapura- Kalwara Road about 21 Kms from Jaipur Airport and 18 Kms from Jaipur Railway Station.

All the Softscape works, pertaining to the Landscape works, will have to be done at **MAHINDRA WORLD CITY @ 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".**

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. **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.
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.
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".**
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.**

SECTION: 4

CONDITIONS OF CONTRACT

1. ADMINISTRATION

Conditions Hereinbefore Referred to Words imparting the singular number include the plural number and vice-versa

Terms Used : In construing these Conditions, the Specification, Bill of Quantities, Tender Notification and Contract Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

"Employer" or "Owner"	-Shall mean **MAHINDRA WORLD CITY (JAIPUR) LTD** and shall include his (their) legal representative/s, assignee/s or successor/s.
"Site-In-Charge"	-Shall mean the person so designated by Employer to supervise the work, or his duly authorized assistant.
"Contractor"	-Shall mean M/s. _____ and shall include his (their) legal representatives' assign/s or successor/s, which individual/firm has undertaken the works by virtue of this Contract.
"Site"	-Shall mean the site of the Contract works, including any development works, building and erections thereon, and any other land (inclusive) as aforesaid, allotted by the Employer for the Contractor's execution of the scope of work.
"Works" or "Work"	-Shall mean the works to be executed by virtue of this Contract, whether temporary or permanent, and whether original, altered, substituted or additional.
"This Contract"	-Shall mean the Articles of Agreement, the Special Conditions, the Conditions of Contract, the Appendices, the Bill of Quantities, the Specification, and the Drawings attached hereto and duly signed, and the written instructions issued from time to time by the Landscape Architect/Site-In-Charge. All these documents taken together shall be deemed to form one Contract and shall be complimentary to one another.
"Notice in writing" or "Written Notice"	-Shall mean a notice in written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to last known private or business address or registered office of the addressee, and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
"Act of insolvency"	-Shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act, or any Act amending such original.
"Approved", "Directed" or "Selected"	-Shall mean the approval, direction, or selection by the Landscape Architect/Site-In-Charge/Employer.

Sl. No	Terms of Reference	Description
1.	Change in Constitution of Firm	Where the Contractor is a partnership firm, the previous approval in writing of the **MAHINDRA WORLD CITY (JAIPUR) LTD**. shall be obtained before any change is made in the Constitution of the Firm. Where the Contractor is an individual or a Hindu undivided family business/concern, such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where, under the partnership agreement, the firm would have the right to carry out the work hereby undertaken by the Contractor.

2.	Security Deposit	The person/persons whose tender may be accepted (hereinafter called the Contractor which expression shall, unless the context otherwise requires, include his heirs, executors, administrators and assigns) shall pay Earnest Money Deposit in the form of Demand Draft in favor of **MAHINDRA WORLD CITY (JAIPUR) LTD.,** (a) Deduct, at the percentage mentioned below, of all money payable for work done under the Contract, at the time of making such payments to him/them, and (b) To hold such deductions as further Security Deposit. Both E.M.D. and RM. shall not carry any interest. If the E.M.D. is in the form of a Bank guarantee, the same shall be valid for a minimum period of 12 Months days. In the case of the successful tenderer, the validity of this Bank Guarantee shall be changed for a period covering the specified job work and maintenance period subject to further extension of the contract period if extended. • **E.M.D.** Earnest Money Deposit - NIL for the work at **MAHINDRA WORLD CITY (JAIPUR) LTD**., and • **R.M.** Retention Money - @ 10% (Ten percent) from Running-on-Account Bills.
3.	Dues to Mahindra World City (Jaipur) Ltd., To Be Set Off Against Security Deposit	All compensation or other sums of money payable by the Contractor to **MAHINDRA WORLD CITY (JAIPUR) LTD**., under the terms of this Contract may be released or deducted from any Security Deposit payable to him or from the interest arising therefrom, or from any sums which may be due or may become due by **MAHINDRA WORLD CITY (JAIPUR) LTD** to the Contractor on any account whatsoever. In the event of his security deposit being reduced by reason of any such realization or deduction as aforesaid, the Contractor shall, within ten days thereafter, make good in cash any such sum or sums which have been deducted from, or raised by sale of his security deposit or any part thereof.
4.	Refund of Retention Money.	The Retention money deducted shall be refunded to him after the successful completion of maintenance Period of Twelve months from the date of virtual completion of work. The Security Deposit shall carry no interest.
5.	Definition and scope of works	The expression **'Work'** or '**Works'** where used in these conditions shall, unless there be something in the subject or context repugnant to such landscape activities, be construed to mean the work or works contracted to be executed under or in virtue of this Contract, whether temporary or permanent and whether original, altered, substituted or additional.
6.	Work to be executed in accordance with specifications, drawing, instructions etc.,	The Contractor shall execute the whole and every part of the work in the most sound and substantial and workman-like manner, and in strict accordance with the specifications both as regard to materials and workmanship. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Site-In-Charge or other competent authority and lodged in his office, and to which the Contractor shall be entitled to have access, during office hours, at such office or on the site of the work, for the purpose of inspection. The Contractor shall, if he so requires, be entitled at his own expense to obtain copies of the specifications and of all such designs, drawings and instructions as aforesaid. The Contractor shall also be responsible for the delivery of assigned job as per complete satisfaction of the Site-In-Charge and the execution of the work strictly in accordance with the specifications of the work.

7.	Action where there is no specification	In the case of any class of work for which there is no such specification mentioned in the Contract, such work shall be carried out in accordance with Landscape Architect's specifications, and in the event of there being no such specifications, then the work shall be carried out in all respects in accordance with the instructions and requirements of the Site-In-Charge or other competent authority.
8.	Contractor bound by Site-In-Charge instructions	The Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing signed by the Site-In-Charge, his authorized representative or other competent authority. Any instructions given verbally shall be noted in the Instruction Book and got signed by the Landscape Architect/Site-In-Charge, or his authorized representative, and deemed as instructions for the proper execution of the work and, when considered necessary by the Site-In-Charge /Landscape Architect, followed up in writing. The whole of the work must be proceeded with in such sections and at such times as directed by the Site-In-Charge /Landscape Architect.
9.	Failure by Contractor to comply with Landscape Architect's instructions	If the Contractor, after receipt of written notice from the Landscape Architect/Employer requiring compliance, fails to comply with such further drawing and/or Site-In-Charge/Landscape Architect's instructions, the Employer, with the recommendation of the Landscape Architect, may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer, on the Certificate of the Landscape Architect, as a debt, or may be deducted by him from any moneys due or to become due to the Contractor.
10.	Alteration in work	The Landscape Architect, in concurrence with the Employer, may from time to time issue further Drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as "instructions" in regard to: i) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work. ii) Any discrepancy in the Drawings or between the Schedule of quantities and/or drawings and/or specification. iii) The removal from the site of the materials brought thereon by the Contractor and the substitution of the other material thereof. iv) The removal and/or re-execution of any works executed by the Contractor. v) The opening up for inspection of any work covered up. vi) The amending and making good of any work as executed. The Contractor shall forthwith comply with and duly execute any work comprised in such Landscape Architect's instructions, directions and explanations, given to the Contractor or his representative upon the works by the Landscape Architect; which shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Landscape Architect, such shall be deemed to be Landscape Architect's instructions within the scope of the Contract. If compliance with the Landscape Architect's instruction, as aforesaid, involves work and/or expense and loss beyond that contemplated by the Contract, then, unless the same were issued owing to some breach of this Contract by the Contractor, the Employer shall pay to the Contractor at the Site-In-Charge/Landscape Architect's Certificate the price of the said work (as an extra to be valued as hereinafter provided and/or expense and/or

		loss). Any alterations made to the work made based on technical;/aesthetic values as per the instructions of the Site-In-Charge/Landscape Architect shall be considered as part of the work undertaken by the Contractor under this Contract, and shall be executed as such.
11.	Alterations in work	The Site-In-Charge shall have power to make any alterations in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work. If, for that purpose or if for any other reason it shall in his opinion be desirable, he shall have power to order the Contractor to do and the Contractor shall do any or all of the following:- i) Increase or decrease the quantity of any work included in the Contract, ii) Omit or delete any such work, iii) Change the character or quality or kind of any such work, iv) Change the levels, lines, positions and dimensions of any part of the work, v) Execute additional work of any kind necessary for the completion of the works and vi) Change in any specified sequence, methods or timing/priority of landscape of any part of the work. vii) Acceptance or rejection of the material not as per the desired specification of the planting materials.
12.	Orders for variations to be writing	No such variations shall be made by the Contractor without an order in writing of the Site-In-Charge. If for any reason the Site-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 Site-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; and if the Contractor shall within seven days confirm the order in writing to the Site-In-Charge and if such confirmation is not contradicted in writing within fourteen days by the Site-In-Charge, it shall be deemed to be an order in writing by the Site-In-Charge. Any additional work which the Contractor may be directed to, in the manner above specified, as part of the work, shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work.
13.	Variation not to vitiate Contract	No alteration, omission, deletion or variation shall vitiate this Contract, but in case the Landscape Architect thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may require, in accordance with such notice, but the Contractor shall not do any work extra to or make any deviation from any of the provisions of the Contract, stipulation, specification or Contract drawings, without the previous consent in writing of the Landscape Architect; and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Landscape

		Architect/Site-In-Charge and payment to be on sole discretion of the competent authority.
14.	Determination of rates for additional, substituted or altered items of work:	If the additional, substituted or altered work includes any class of work for which no rate is specified in the Contract, then such work shall be carried out at the rates specified for or derived from similar item of work in the Contract. With regard to the question whether the additional, substituted or altered item/items of work/works is/are similar or not to that/those in the Schedule of Rates, the decision of the Landscape Architect shall be final and binding on the Contractor. In the absence of similar items in Contract, the Contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Site-In-Charge of the rates at which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed. The rate analysis submitted by the Contractor shall be based on actual prevailing market rates of materials, labor and any other incidental charges, plus 15% (fifteen percent) overheads and profits, inclusive of all taxes. There upon the Site-In-Charge shall determine the rates or rates on the basis of observed data, and failing this, on the basis of prevailing market rates. Under no circumstance shall the Contractor suspend the work on the plea of non-settlement of rates for items falling under this clause. In the event of any dispute regarding the rates for such items the decision of the Landscape Architect shall be final.
15.	Variations in quantity	There may be large variations to the quantities mentioned in the Bill of Quantities, and the Site-In-Charge reserves the right to decrease or increase or delete any quantity of the item of work as required. The Contractor should note that the rate quoted is per one unit; hence no claims on escalation will be entertained due to variation in quantities.
16.	No compensation for deletion of work	If at any time after the execution of the Contract documents, the Site-In-Charge or other competent authority shall, for any reason whatsoever, require the whole or any part of the work, as specified in the tender, to be stopped for any period or require the whole or part of the work (i) not to be carried out at all or (ii) not to be carried out by the tendered Contractor, he shall give notice in writing of the fact to the Contractor, who shall thereupon suspend or stop the work totally or partially as the case may be. In any such case, the Contractor shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having been carried out, or on account of any loss that he may be put on account of materials purchased or agreed to be purchased or for unemployment of labor recruited by him. He shall also not have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs, and instructions which may involve any curtailment of the work as originally contemplated.
17.	Possession of site for work	Every endeavor shall be made to give clear possession of site in one lot, and if it is not possible to do so, in more than one lot for which delay, if any, no claim shall be entertained for the Contractor, but extension of time of completion, if justified, may be granted, without affecting the contract price.
18.	Defects liability period	If the Contractor or his workmen or servants knowingly or unknowingly break, damage, deface, injure or destroy any part of the fixed or part of unfixed development in which they may be working, or any building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall be done to the work while it is in progress, from any cause whatever, or if any damage of any kind is done to the plant material incorporated in the work, or if any imperfections become apparent in it within twelve months of the grant of a Certificate of Completion, final or otherwise, by the Site-In-Charge or other competent authority, the Contractor shall make good the same

		at his own expense, or in default, the Site-In-Charge or other competent authority may cause the same to be made good by other workmen, and deduct the expenses (of which the certificate of the Site-In-Charge or other competent authority shall be final) from any sums that may be due or may thereafter become due to the Contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The Contractor shall provide maintenance for the work for the above-specified period of twelve months, and shall ensure that all works are maintained in perfect condition.
19.	Program of work	The Contractor shall submit a revised Schedule & Chart detailing the scheduled program of works and schedule of procurement of materials, as per the time frame specified in this tender, and approved by the Employer/ Landscape Architect/Architect. The said Schedule & Chart shall be submitted subsequent to the acceptance of the tender and within seven days of the final agreement made between the Employer and the Contractor. The Schedule & Chart shall be considered part of the final agreement, and shall be binding upon the Contractor. The Schedule shall be revised and brought up-to-date every month and copies of the same shall be forwarded to the Landscape Architect/Employer. It is the Contractor's responsibility to see that these schedules are adhered to. The Employer will not entertain any claim by of the Contractor and Landscape Contractors on account of delay in delivery of materials by the Employer.
20.	Written order to commence work	After acceptance of the tender, the Site-In-Charge shall issue a written order to the successful tenderer to commence the work, and the Contractor shall begin work at site within seven days of receiving such order. The Contractor shall enter upon or commence any portion of work only with the written authority and instructions of the Site-In-Charge. Without such instructions the Contractor shall have no claim to demand for measurements of or payment for work done by him.
21.	Review of progress	The progress of works shall be reviewed periodically by the Employer/Landscape Architect, as per the Schedule & Chart submitted by the Contractor at the time of final agreement and revised periodically.
22.	Responsibility for delay	In case the progress achieved falls short by more than 25 percent of the cumulative program, the reasons for such shortfall shall be examined and a record made thereof apportioning the responsibilities for the delay between the Contractor and the Employer. This record should be signed in full and dated both by the Site-In-Charge and the Contractor.
23.	Settlement of dispute regarding shortfall in progress	In case of dispute between the Site-In-Charge and the Contractor regarding the responsibility for the shortfall in progress, the matter shall be referred to the Landscape Architect who shall thereupon give decision within one month of the date of receipt of reference. The decision of the Landscape Architect shall be final and binding on the Contractor and the Site-In-Charge.
24.	Materials and workmanship	All materials and workmanship shall, so far as procurable, be of the respective kinds described in the schedule of quantities and/or specification and in accordance with the Landscape Architect/Site-In-Charge instructions. The Contractor shall, upon the request of the Landscape Architect/Employer, furnish him with all invoices, accounts, receipts, and other vouchers to prove that the materials comply therewith. All planting materials to be used on the work shall comply with the requirements of the specifications in case of not confirming shall be established as the best available in the market by the Landscape Architect/Site-In-Charge on due verification before approving the same

		to be planted on site. The Contractor shall be entirely responsible for the proper and efficient carrying out of the work. The work shall be done in the best and most workmen like manner. The availability of the best available planting materials shall be inspected by the site-in-charge or his designated staff from the source of procurement before being loaded for transport to the site. The contractor shall be required to make arrangement for the visit after he has identified the source for approval by Employer/Landscape Architects or his representative on the site.
25.	Samples of work	The Contractor shall at his cost make all arrangements or shall provide for all such facilities as the Site-In-Charger/Landscape Architect may require for execution of the samples to such place or places as may be directed the Site-In-Charge/Landscape Architect.
26.	Drawings	The details of the Landscape Areas are shown on the drawings attached at the end of this document. Figures of dimensions shall be followed in preference to scale dimensions, and all dimensions and particulars shall be taken from the actual work. **All drawings, tracings, photo prints, blue prints and writings (except letters) are to be considered, by all parties concerned, to be the sole property of the Landscape Architect, and they must be returned to him on the completion of the work.** The drawings maintained in the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish, and should be protected from rain. They are to be protected from ravages of termites, ants, silver fish and other insects. The Contract shall remain in the custody of the Employer, and a duplicate copy of the Contract shall remain in the custody of the Landscape Architect. The Contractor, on the signing hereof, shall be furnished by the Landscape Architect/Employer free of cost with a copy of the priced Bill of Quantities, one copy of each of the said Drawings and of the Specification and one copy of all further drawings issued during the progress of the work. The Contractor shall keep one copy of all drawings on the works, and the Landscape Architect/Architect or his representative shall at all reasonable times have access to the same. Before the issue of the Final Certificate of the Contractor, he shall forthwith return to the Landscape Architect/Site-In-Charge all drawings and specifications
27.	Adherence to time schedule	The whole work, including extra and additional items, is to be completed as per the work schedule and the Contractor will be required, if necessary, to work overtime to fulfill the Site-In-Charge/Landscape Architect's instructions to complete the work. The completion period, as stated in the Contract, shall be strictly adhered to by the Contractor, and shall be reckoned from the date on which the order to commence the work is issued to the Contractor in writing by the Employer. It is the Contractor's responsibility to maintain the rate of progress as stipulated in the periodic Schedule & charts.
28.	Date of commencement & completion	The Contractor shall be allowed admittance to the site on the "Date of Commencement" as per instruction by the site-in-charge, and he shall thereupon and forthwith begin the works and shall regularly proceed with the completion as per the schedule mutually agreed upon between the site-in-charge and the contractor. The Completion date shall be binding on the contractor.

29.	Setting out work	The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the position, levels, dimensions and alignment of all parts thereof in accordance with the drawing, If at any time any error in this respect shall appear during the progress of the works, the Contractor shall, at his own expense, rectify such error as required, to the satisfaction of the Site-In-Charge/Landscape Architect. The Contractor shall have to clear the site as directed before the work is commenced, without any extra cost.
30.	Grant of extension of time	If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Site-In-Charge before the expiration of the period stipulated in the tender or before the expiration of thirty days from the date on which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier; and the Site-In-Charge or other competent authority may, if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of such competent authority in this matter shall be final. The time limit for completion of the work shall be extended commensurate with its increase in cost occasioned by alterations or additions, and the certificate of the Site-In-Charge or other competent authority as to such proportion shall be conclusive. If the delay is attributable to reasons beyond the control of the Contractor, requisite extension of time shall be granted by the Site-In-Charge in after obtaining the approval of his higher authorities wherever necessary.
31.	Shortfall in progress made up subsequently	To the extent the shortfall is assessed, as due to the delay on the part of the Contractor, a notice shall be issued to him by the Site-In-Charge and penalty shall be levied..
32.	Penalty for delay	When the shortfall in the progress of work is determined to be due to delay on the part of the Contractor, he shall be held to be responsible for the same and shall be liable to pay penalty. In respect of the shortfall in progress, assessed as due to the delay on part of the Contractor the Contractor shall be liable to pay as penalty an amount of Rs.5000/- (Rupees Five Thousand only) per day, up to a maximum amount of 2 % in contract sum, after which the Employer reserves the right to terminate the Contract. NOTE: If the Site-In-Charge considers it necessary, he shall also be entitled to take action. In the case of any failure by the Contractor to pay such penalty, the Site-In-Charge or other competent authority may rectify or remove, and re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of the Contractor.
33.	Action when whole of Security Deposit is forfeited	In any case in which under any clause or clauses of this Contract, the Contractor shall have rendered himself liable to pay compensation and/or penalty amounting to the whole of his Security Deposit including the amount deducted in installments from his bills as Further Security Deposit, the Site-In-Charge, on behalf of the Employer, shall have power to adopt any of the following courses as he may deem best suited in the interest of **MAHINDRA WORLD CITY (JAIPUR) LTD**.,

34.	Rescission of Contract and Forfeiture of security deposit	To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of the Site-In-Charge shall be conclusive evidence), without prejudice to the right of **MAHINDRA WORLD CITY (JAIPUR) LTD**., to recover any loss from the Contractor. In that case, the Security Deposit of the Contractor, including whole or part of the lump sum deposited by him and also the amount deducted from his bills as Further Security Deposit, shall stand forfeited and be absolutely at the disposal of **MAHINDRA WORLD CITY (JAIPUR) LTD**., Debiting cost of labor and materials supplied To employ labour paid by the **MAHINDRA WORLD CITY (JAIPUR) LTD.,** And to supply materials to carry out the work or any part of the work, debiting the Contractor with the cost of the labor and the price of the materials (as to the correctness of which cost and price the certificate of the Site-In-Charge shall be final and conclusive against the Contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under terms of this Contract, and in that case the certificate of the Site-In-Charge as to the value of the work done shall be final and conclusive against the Contractor.
35.	Recovery of extra cost on unexecuted work	To measure up the work of the Contractor and to take such part thereof as is remaining unexecuted out of his hands, and to give it to another Contractor to complete it, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole work had been executed by him (as to the amount of which excess expenses, the certificate in writing of the Site-In-Charge shall be final and conclusive), shall be borne and paid by the original Contractor and shall be deducted from any money due to him **MAHINDRA WORLD CITY (JAIPUR) LTD**., Under this Contract or otherwise or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.
36.	Action against unsatisfactory progress	If the Contractor does not maintain the rate of the progress as required and if the progress of any particular portion of work is unsatisfactory even after taking action. The Site-In-Charge shall be entitled to take action in order to maintain the rate of progress, after giving the Contractor ten days notice in writing, whereupon the Contractor will have no claim for any compensation for any loss sustained by him owing to such actions.
37.	No compensation for loss sustained on advance action	In the event of any of the above courses being adopted by the Site-In-Charge, the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered into any engagements, or made any advances on account of or with a view to the execution of the work or the performance of the Contract. And in case the Contract shall be rescinded under the provision aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed by him under this Contract, unless and until the Site-In-Charge shall have certified in writing the performance of such work and the amount payable in respect thereof, and he shall only be entitled to be paid the amount so certified.
38.	Contractor to remain liable to pay compensation if action is not taken	In any case in which any of the powers conferred upon the Site-In-Charge hereof shall have become exercisable and the same shall not have been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof, and such powers shall be exercisable in the event of any future case of default by the Contractor for which under any clause thereof he is declared liable to pay compensation or penalty amounting to the whole of his Security Deposit, and liability of the Contractor for past and present compensation or penalty shall remain unaffected.
39.	Sub-standard work	If at any time before the security deposit is refunded to the Contractor, it shall appear to the Site-In-Charge or other competent authority, that any work has been executed with unsound, imperfect or unskillful

		workmanship or with materials of inferior quality, or that any materials or articles provided by the Contractor for the execution of the work are unsound, or of a quality inferior to that contracted for or are otherwise not in accordance with the Contract, it shall be lawful for the Site-In-Charge or other competent authority to intimate this fact in writing to the Contractor, who shall then be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or if so required, shall remove the materials or articles at his own charge and cost, within such reasonable time as may be specified in the order.
40.	Acceptance of sub-standard work	Should the Site-In-Charge or other competent authority for any valid reasons consider that any such inferior work or materials as described above is to be accepted or made use of, it shall be within his discretion to accept the same at such reduced rates he may fix thereof. The decision of the Site-In-Charge, regarding the quantum of reduction as well as justification thereof in respect of rates for sub-standard work which may be decided to be accepted, will be final and would not be open to arbitration.
41.	Settlement of disputes	If any dispute or difference of any kind whatsoever were to arise between the Site-In-Charge and the Contractor regarding the following matters, namely: * The meaning of the specifications designs, drawings and instructions herein before mentioned; * The quality of workmanship or materials used on the work; and * Any other question, claim, right, matter, thing whatsoever, in any way arising out of or relating to the Contract, design, drawings, specification estimates, instructions, or orders, or those conditions or failure to execute the same whether arising during the progress of the work, or after the complete termination or abandonment thereof, The dispute shall be referred to the Landscape Architect who has jurisdiction over the work specified in the Contract. The Landscape Architect shall, within a period of ninety days from the date of being requested by the Contractor to do so, give written notice of his decision to the Contractor.
42.	Landscape Architect's decision final	The decision of the Landscape Architect in respect of every dispute or difference so referred shall be final and binding upon the Contractor. The said decision shall forthwith be given effect to and the Contractor shall proceed with the execution of the work with all due diligence.
43.	Time limits for unforeseen claims	Under no circumstances whatever shall the Contractor be entitled to any compensation from **MAHINDRA WORLD CITY (JAIPUR) LTD.,** on any account unless the Contractor shall have submitted a claim in writing to the Site-In-Charge or other competent authority within thirty days of the cause of such claim occurring.
44.	Measurement/Assessment of work	The Landscape Architect/Site-In-Charge may, from time to time, intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith assist or send a qualified agent to assist the Site-In-Charge/Landscape Architect (or their representative) in taking such measurements and calculations, and to furnish all particulars or to give all assistance required by either of them. The Contractor shall agree to all such measurements recorded on the spot. Before taking any measurements of the works, the Site-In-Charge/Landscape Architect shall give reasonable notice to the Contractor and contractor shall make arrangement of manpower, measuring tools or if any either required
45.	Non-attendance of	Should the Contractor not attend or neglect or omit to send such Agent within a week of the specified time period, the measurement taken by

	Contractor	the Landscape Architect/Employer or approved by him shall be taken to be the correct measurement of the works, and shall be binding on the Contractor, and the Contractor shall have no right to dispute the same.
46.	Change in classification of works accepted	Once the measurements mentioning the classification of any works is recorded in the measurement book and the same is signed by the Contractor or his authorized agent in token of acceptance, no request for reclassification by the Contractor shall be entertained.
47.	Submission of bills	A bill shall be submitted by the Contractor on or before the 5th of each month for all items of work executed in the previous month. All bills shall be prepared in the prescribed printed or typed form in quadruplicate along with same indicated clearly on the copy of the drawing fpr physical location details of the jobwork and handed over to the Site-In-Charge in charge and acknowledgment obtained. The charges to be made in the bills shall always be entered at the rates specified in the tender, in full or in part as the case may be. In the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender, the charges in the bills shall be entered at the rates herein provided for such work. **One copy of the passed bill shall be given to the Contractor without any charge.**
48.	Scrutiny of bills	The details furnished by the Contractor in the bill should be completely scrutinized and the said work should be checked to be in accordance with the measurements recorded on the spot. The countersignature of the Contractor or his agent in the Measurement Book and drawing shall be sufficient proof as to the correctness of measurements, and shall be binding on the Contractor in all respects.
49.	Non-submission of bills	If the Contractor does not submit the bills within the prescribed date, the Site-In-Charge shall deputize a subordinate to measure up the said work. The countersignature of the Contractor shall be obtained in the Measurement Book concerned, with reference to which the bill may be prepared by the Site-In-Charge.
50.	Payment of bills Certificate and payments	The Contractors shall be paid by the Employer, from time to time, by installments under Interim Certificates to be issued by the Site-In-Charge/Landscape Architect to the Contractor, on account of the works executed, when in the opinion of the Landscape Architect/Site-In-Charge work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Site-In-Charge/Landscape Architect) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as "Retention Percentage for Interim certificates". The Contractor will be entitled to be paid in the Interim Certificate an amount calculated up to 75% of the actual cost of material delivered at the site by the Contractor for incorporation in the work and which, in the opinion of the Landscape Architect/Site-In-Charge, shall be non-perishable and duly insured. The Contractor shall be entitled to the payment of the Final balance in accordance with the Final Certificate to be issued in writing by the Site-In-Charge/Landscape Architect at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto, or as soon after the expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Site-In-Charge/Landscape Architect of any Certificate during the progress of the works or at or after their completion shall not

		relieve the Contractor of his liability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Site-In-Charge/Landscape Architect shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the Contract. The Site-In-Charge/Landscape Architect shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Site-In-Charge/Landscape Architect may, by any certificate, make any correction in any previous certificate which shall have been issued by him. Payments upon the Site-In-Charge/Landscape Architect's Certificate shall be made within the periods named in the Appendix as "Period for honoring of Certificates" and after such certificates have been delivered to the Employer. No payment shall be made before the issue of virtual completion certificate by the Site-In-Charge for the selected stretch of the landscape works and hence submission of the bills thereof.
51.	Recovery of excess payments based on excess measurements and action against contractor	Whenever it is noticed that excess payments have been made to the Contractor based on excess measurements recorded by his subordinate in the measurement book and countersigned by the Contractor or his duly authorized agent, action shall be taken to recover the excess payments together with interest immediately. Action may also be taken to remove the name of the Contractor from approved list of contractors and so to black-list the firm.
52.	Payment of intermediate certificates to be regarded as advances	All such intermediate payments shall be regarded as payments by way of advance against the final payments only, and not as payments for works actually done and completed, and shall not preclude the Site-In-Charge or other competent authority from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or re-erected, nor shall any such payment be considered as an admission of the due performance of the Contract or any part thereof in any respect of the accruing of any claim, nor shall it conclude, determine or affect in any other way the powers of the Site-In-Charge or other competent authority as to the final settlement and adjustment of the accounts, or otherwise or in any other way vary or affect the Contract.
53.	Submission of final bill and its settlement	The final bill shall be submitted by the Contractor within one month of the date of actual completion of the work in all respects. His claims shall be settled (except those under dispute) within Two months thereafter in respect of works.
54.	Payment of lump-sums in estimate	When the estimate on which a tender is made includes lump-sums in respect of parts of the works, the Contractor shall be entitled to payment in respect of the items of the work involved or the part of the work in question at the same rates as are payable under this Contract for each item, or if the part of the work in question is not, in the opinion of the Site-In-Charge or other competent authority, capable of measurement, the Site-In-Charge or other competent authority may at his discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Site-In-Charge or other competent authority shall be final and conclusive against the Contractor with regard to any sum or sums

		payable to him under the provisions of this clause. It will be necessary for the Contractor to produce a statement of expenditure incurred by him for such items of work, and the amount payable should be limited to the provisions made in the estimate, and the Site-In-Charge should satisfy himself about the correctness of the statement of expenditure furnished by the Contractor. In the case of lump sum items, it is understood that the Contractor has taken into consideration all details/drawings provided before quoting. All queries regarding clarification should be made before quoting. The tenderer shall not be entitled to any claim on the lump-sum items.
55.	Issue of final certificate Certificate of virtual completion	On completion of the work, the Contractor shall report in writing to the Site-In-Charge the completion of such work, and the Site-In-Charge shall issue a certificate of Virtual Completion stating in writing that the work has been so completed. The Defects Liability Period shall commence from the date of such certificate. The works shall not be considered as completed until the Site-In-Charge/Architect has certified in writing that they have been virtually completed
56.	Conditions	However, no such certificate shall be given nor shall the work be considered to be complete until the Contractor shall have removed from the premises on which the work shall have been executed all surplus materials and rubbish, and shall have cleaned thoroughly all finished surfaces, in or upon which the work has been executed, nor until the works shall have been measured by the Site-In-Charge or other competent authority, or where the measurements have been taken by his subordinates until they have received the approval of the Site-In-Charge or other competent authority, the said measurements being binding and conclusive against the Contractor. If the Contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning the premises, on or before the date fixed for the completion of the work, the Site-In-Charge or other competent authority may, at the expense of the Contractor, remove such surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt etc. as aforesaid; and Contractor shall be liable to pay the amount of all expenses so incurred, but shall have no claim in respect of any such surplus materials as aforesaid except for any sum actually realized by the sale thereof.
57.	Termination of contract by employer	If the Contractor, being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged as Insolvent or, being an incorporated company, shall have an order for compulsory winding up made against it, or pass an effective resolution for winding up voluntarily or subject to the supervision of the court and of the Official Assignee of the Liquidator in such acts of insolvency, or on winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Landscape Architect/Architect/Employer that he is able to carry out and fulfill the Contract, and to give security therefor, if so required by the Landscape Architect/Architect or the Employer, or if the Contractor (whether an individual, Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, or shall assign or sublet this Contract without the consent in writing of the Architect first obtained, or shall charge or encumber this Contract or any payments due or which may become due to the Contractor thereunder, or if the Landscape Architect/Architect shall certify in writing to the Employer that the Contractor: a) Has abandoned the Contract, or

		b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works, or c) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or d) Has failed to remove rejected materials from the site or to pull down and replace rejected work upon receiving from the Landscape Architect/Employer written notice that the said materials or work were condemned and rejected by the Landscape Architect/Employer under these conditions, or e) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor, after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or f) Has to the detriment of good workmanship, or in defiance of the Site-In-Charge/Landscape Architect's instructions to the contrary, sublet any part of the Contract, Then and in any of the said cases, the Employer with the written recommendation of the Landscape Architect may, notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, terminate the Contract. Further, the Employer or his agent or his servants, may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying out and completing the works, or by employing any other Contractors or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. Upon completion, or as soon thereafter as convenient, the Landscape Architect/Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so the Employer shall sell the same by public auction, and shall give credit to the Contractor for the amount realized.
58.	Contractor to superintend work	The Contractor shall give all necessary personal supervision during the execution of the works, and active supervision on the works as long thereafter as the Landscape Architect/Site-In-Charge may consider necessary, until the expiration of the "Defects Liability Period" stated in the Appendix hereto.
59.	Contractor or responsible agent to be present	The Contractor shall, at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Site-In-Charge or other competent authority or his subordinate to visit the work shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the Contractor himself.
60.	Employment of technical staff	The Contractor shall employ the following technical staff during execution of this work:- i) Graduate Horticulturist as Site-In-Charge ii) In addition, the Contractor shall employ different types of

		such technical personnel as may be directed by the Site-In-Charge to ensure efficient execution of work. The technical staff so employed should be available at site, whenever required by Site-In-Charge, to take instructions. If the Contractor fails to employ the technical staff as aforesaid, he shall be liable to pay a sum of Rs.25000/- (Rupees Five Thousand Five Hundred only) for each month of default in the case of Graduate Site-In-Charges and Rs.10000/- (Rupees Three thousand Five Hundred only) for each month of default in case of Diploma Holders. If the Contractor himself possesses the required qualification and is available at the site for receiving instructions from the Site-In-Charge or other competent authority as per Clause 23.b. above, it will not be necessary for the technical staff to be available at site for receiving instructions.
61.	Contractor's services at the disposal of Landscape Architect	The Contractor shall place at the disposal of the Site-In-Charge/Landscape Architect the service and advice of himself and his firm, and their staff of Site-In-Charges, managers, buyers, or materials, foremen of trades or other skilled persons employed by him or them, for the conduct of the work comprised in this Contract.
62.	Work open to inspection	The Landscape Architect (and his representative) and the Employer shall, at all reasonable times, have free access to the work and/or to the workshops factories, or other places where materials are lying or from which they are being obtained, and the Contractor shall give every facility to the Site-In-Charge/Landscape Architect necessary for inspections and examination and test of the materials and workmanship. All works under or in course of execution or executed in pursuance of the Contract shall at all times be open to the inspection and supervision of the Site-In-Charge or other competent authority and his subordinates. The Contractor shall at all reasonable times give access to workmen employed by local or other authorities or any men employed on the buildings, and shall provide such parties with proper, sufficient and if required special scaffoldings, hoists and ladders, and provide them with water and lighting and leave to make holes, grooves, chases, cutting etc., in any work where directed by the Site-In-Charge/Landscape Architect, No person other than those authorized by the Architect/Landscape Architect shall be allowed on the works at any time.
63.	Notice to be given before work is covered up	The Contractor shall give not less than five days notice in writing to the Site-In-Charge before covering up or otherwise placing beyond the reach of measurement any work, in order that the same may be measured, and correct dimensions thereof taken before the same is so covered up or placed beyond the reach of measurement; and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Site-In-Charge or other competent authority or his subordinate in charge of work. If any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the Contractor's expense, and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.
64.	Work not to be sublet	The whole of the works included in the Contract shall be executed by the Contractor, and the Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part share thereof or interest therein, without the written consent of Landscape Architect/Employer; and no undertaking shall relieve the Contractor

		from the full and entire responsibility of the Contract or from active supervision of the works during their progress. The Contract shall not be assigned or sublet by the Contractor. However, any specific portion of the work which is of a specialized nature, and normally not executable by a general contractor, could be got done by the specialized agencies which are executing such works, after obtaining the specific approval of the Site-In-Charge in writing in each case. Such consent to sublet the work, if given, shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Landscape Contractor or his agents, servants and workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.
65.	Consequences of bribing etc. by contractor and penalty	If any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractor or any of his servants or agents to any public officer or person in the employ of **MAHINDRA WORLD CITY (JAIPUR) LTD.,** in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Site-In-Charge or other competent authority may determine that the Security Deposit shall thereupon stand forfeited and be absolutely at the disposal of **MAHINDRA WORLD CITY (JAIPUR) LTD.,** and the same consequences shall ensure as if the Contract had been rescinded hereof, and in addition, the Contractor shall not be entitled to recover or be paid for any work actually performed under Contract.
66.	Contractor liable for damages in work area	The Contractor shall protect from injury/damages from any cause whatsoever all work and supply to any other requisite protection for the whole work executed by him or special damage caused must be made good by the Contractor at his own expense. All Landscape works, trees, shrubs, plants, lawns apart from the features present within or outside the plantation area shall be maintained, and kept free from damage due to operations in connection with the work. The Contractor shall make his own arrangements for prevention and appropriate measure for protection of the plantation materials from the cattle and wild animals at his own cost. Should the work be suspended by reason of rain, strike, lockouts or any other disturbing cause, the Contractor shall take all precautions necessary for the protection of the work at his own expense, and shall make good any damage arising from any of the causes. Compensation for all damages done by Contractor or his men whether in or beyond the limits of **MAHINDRA WORLD CITY (JAIPUR) LTD.,** property, including any damage caused by spreading of fire, shall be estimated by the Site-In-Charge, and the estimate of the Site-In-Charge, subject to the decision of the Landscape Architect on appeal, shall be final. The Contractor shall be bound to pay the amount of the assessed compensation on demand, failing which the same will be recovered from the Contractor as damages in the manner herein prescribed or deducted by the Site-In-Charge or other competent authority from any sums that may be due or become due from **MAHINDRA WORLD CITY (JAIPUR) LTD**., to the Contractor under this Contract or otherwise.
67.	Insurance in respect of damages to persons and	The Contractor shall be responsible for all injury to persons, animals or things, and damage to structural and decorative works and damage to neighboring property, which may arise from the operation or neglect of

	property	himself or of any nominated Landscape Contractors or their employees, whether such injury or damage arise from carelessness, accident or any other cause which is in any way connected with the carrying out of this Contract. This clause shall be held to include, inter alia, any damage to buildings and works forming the subject of this Contract by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expense arising from any such injury or damage to persons or property as aforesaid, and also in respect of any claim made in respect of injury or damage under any Act of Government or otherwise, and also in respect of any award of compensation or damages consequent upon such claim. The Contractor shall reinstate all damage to property of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect, and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party, in respect of anything which may arise in connection to the works or in consequence thereof. The Contractor shall, at his own expense, arrange to effect and maintain, until the virtual completion of the Contract, a policy of Insurance against such risks, in the joint names of the Employer and the Contractor, with an approved office; and deposit such policy or policies with the Architect/Employer from time to time during the currency of this Contract. The Contractor shall similarly indemnify the Employer against all claims which may be made upon the Employer, whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract, or at common Law in respect of any employee of the Contractor or any Landscape Contractor and shall at his own expense effect and maintain until the virtual completion of the Contract, with an approved office, a policy of Insurance in the joint names of the Employer and the Contractor against such risks, and deposit such policy or policies with Architect/Employer from time to time during the currency of the Contract. The Contractor shall be responsible for anything which may be excluded from the Insurance policies above referred to, and also for all other damages to any property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceeding, and also in respect of any award of or compensation of damage arising therefrom. The Employer, with the concurrence of the Architect, shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expense arising or accruing from or in respect of any such claims or damage, from any sum or sums due or to become due to the Contractor.
68.	Prevention of fire	The Contractor shall not set fire to any standing jungle, trees, brushwood or grass without a written permit from **MAHINDRA WORLD CITY (JAIPUR) LTD.,** When such permit is given, and also in all cases when destroying cut or dug up trees, brushwood, grass, etc., by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
69.	Fire insurance	The Contractor shall, at the time of signing the Contract, insure the works, and keep them insured until the virtual completion of the

		Contract, against loss or damage by fire, in an office to be approved by the Landscape Architect, in the joint names of the Employer and Contractor (the name of the former being placed first in the policy), for the full amount of the Contract and for any further sum if called upon to do so by the Landscape Architect/Employer, the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only, fees for assessing the claim and in connection with his services generally therein, and shall not cover any property of the Contractor or of any Landscape Contractor or employee. The Contractor shall deposit the policy and receipts for the premiums with the Employer within twenty-one days from the date of signing the Contract, unless otherwise instructed by the Landscape Architect. In default of the Contractor insuring as provided above, the Employer may so insure and may deduct the premiums paid from any money due or which may become due to the Contractor. The Contractor shall, as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respect under the same conditions of Contract. In the case of rebuilding or reinstatement after fire, the Contractor shall be entitled to such extension of time for compensation as the Landscape Architect/Architect deems fit. The Contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and shall pay any damages and cost that may be awarded by the court in consequence.
70.	Contractor to provide everything necessary	The Contractor shall provide everything necessary for the proper execution of the works according the intent and meaning of the Drawings, Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred therefrom.
71.	Materials	The Contractor shall supply at his own cost all materials (except such special materials, if any, as may in accordance with the Contract be supplied from by **MAHINDRA WORLD CITY (JAIPUR) LTD.,** plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work, whether in the original, altered or substituted form, and whether included in the specifications or other documents forming part of the Contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or complying with the requirements of the Site-In-Charge or other competent authority as to any matter as to which under these conditions he is entitled to be satisfied, required together with carriage therefore, to and from the work. The Contractor shall also supply without charge the requisite numbers of persons with the means and materials necessary for the purpose of setting out works, executing the work, and counting, weighing and assisting in the measurement or examination, at any time and from time to time, of the work or the materials. i) Theodolites, leveling instruments, prismatic compass, chain, steel and metallic tapes and all other surveying instruments, found necessary on the work for the due performance of this Contract as instructed by Site-In-Charge/Landscape Architect, shall be provided by the Contractor.
72.	Services	The Contractor shall provide such temporary road or roads on the site as may be necessary for the proper performances of the Contract and

		for his own conveyance and also for the Landscape Contractors of the Employer. Upon completion such roads shall be broken up and leveled, where so required by the drawings, unless Site-In-Charge/Landscape Architect shall otherwise direct. The Contractor shall provide and maintain proper sheds for the storage and protection of materials etc., and other work that may be executed on the site, including the tools and materials that may be used for execution on the site, including the tools and materials of Landscape Contractors, and remove same on completion. Sheds for storage of cement should be waterproof & lockable, and are to have floors raised from the ground, and shall be open for inspection whenever required by the Site-In-Charge/Landscape Architect, and shall be moisture-free/water-proof and the same shall be removed after completion of work as stipulated. The Contractor shall provide at his own cost all artificial light required for the work and to enable the Contractors and Landscape Contractors to complete the work in specified time. The Contractor shall arrange for alternate power supply by way of diesel generator set to avoid interruption of work during power outages. The Contractor shall execute any temporary plumbing that may be required, and pay all fees and charges. The Contractor shall make provision for water supply and sanitary arrangements for his employees, and keep the same in a clean and sanitary condition to the satisfaction of the public health authorities, and shall make good all works disturbed by these conveniences.
73.	Security and safety	The Contractor shall provide all persons working at site with helmets, safety goggles, safety belts, and such other equipment, for ensuring safety from injury. The Contractor, from the time of being placed in possession of the site, shall provide safety & security for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays or other holidays, at no extra cost to the Employer. The Contractor shall provide any necessary temporary enclosures, gates, entrances etc., for the protection of the work and materials, and for altering and adopting same as may be required, and remove the same at completion of the works and make good all works disturbed. The Contractor shall display all danger signs, contains notices at the site to notify all about the safety aspects. The Contractor shall provide all necessary fencing and lights required to protect the public from accident
74.	Penalty for default	If the Contractor is in default ,the same may be provided by the Site-In-Charge or other competent authority at the expense of the Contractor, and the expenses may be deducted from any money due to the Contractor under this Contract or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof. If the Contractor is in default ,he shall be bound to bear the expense of defense of every suit, action or other legal proceedings, that may be brought by any person for any injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any suit, action or proceedings to any person, or which may with the consent of the Contractor be paid for compromising any claim

		by any such person.
75.	Authorities notices and patents	The Contractor shall conform to the provisions of any Act of Legislature relating to the woks, and of the Regulations and Bye-laws of any Authority, and shall before making any variations from the drawings or specification that may be necessitated by so conforming, give the Landscape Architect/Architect/Employer written notice, specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the Contractor shall not within ten days receive such instruction he shall proceed with the work, conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated .The Contractor shall bring to the attention of the Landscape Architect/Employer all notices required by the said Acts, Regulations or Bye-laws to be given to any Authority and pay to such authority, or to any Public Office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Landscape Architect/Employer. The Contractor shall indemnify the Employer against all claims in respect to patent rights, and shall defend all actions arising from such claims, and shall himself pay all royalties, license fees, damage, costs and charges of all and every sort that may be legally incurred in respect thereof.
76.	Quarry fees	All quarry fees, royalties, octroi dues levied by the State Government or any local body or authority, and ground rent, if any, charged by the Site-In-Charge for stacking materials, should be paid by the Contractor.
77.	Apprentice act	The Contractors shall comply with the provisions of the Apprentice Act 1961, and Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of Contract, and the Employer may at his discretion cancel the Contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.
78.	Employment of labor	***Fair wages:*** The Contractor shall pay fair and reasonable wages, which shall not be less than the minimum wages fixed by Government from time to time, to the workmen employed by him in the Contract undertaken by him. In the event of any dispute arising between the Contractor and his workmen on the ground that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Site-In-Charge or other competent authority, who shall decide the same. The decision shall not in any way affect the conditions in the Contract regarding the payment to be made by **MAHINDRA WORLD CITY (JAIPUR) LTD,**, at the agreed tender rates. ***Work on notified holiday:*** No work shall be done on any notified holiday without the sanction in writing of the Site-In-Charge or other competent authority. **Labor from nearest exchange:** The Contractor should as far as possible obtain his requirement of labor, skilled and unskilled, from the nearest Employment Exchange. The Contractor should give preference to the employment of released bonded labor on the work entrusted to him. ***Employment of scarcity labour*** If Government declares a state of scarcity or famine to exist in any village situated within 16 kilometers (10 miles) of the work, the Contractor shall employ upon such parts of the work as are suitable for unskilled labor, any person certified to be in need of relief by the Employer, or by any person to whom the Employer may have delegated this duty in writing, and shall be bound to pay to such persons wages not below minimum which the **MAHINDRA WORLD CITY**

		(JAIPUR) LTD., may have fixed in this regard. Any dispute which may arise in connection with the implementation of this clause shall be decided by the Site-In-Charge or other competent authority, whose decision shall be final and binding on the Contractor. The Contractor shall employ any famine victim, convict or other labor of a particular kind or class, if ordered in writing to do so by the Employer or other competent authority. ***Minimum age of laborer*** The Contractor shall not employ: * any person who is under the age of 15 years * who does not produce a valid certificate of vaccination against small-pox in respect of himself/herself as well as all the members of his/her family. ***Dismissal of workmen*** The Contractor shall, on the request of the Landscape Architect/Site-In-Charge, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Landscape Architect/Site-In-Charge, be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the Landscape Architect/Site-In-Charge. ***Labor camp*** No labour camp will be allowed to be set up inside the site.
79.	other persons engaged by employer	The Employer, with concurrence of the Landscape Architect/Architect, reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which he may desire to have carried out by other persons, and the Contractor is to allow all reasonable facilities for the execution of such work but is not required to provide any plant or materials for the execution of such work, except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract, and the Contractor is to be responsible for any damage or delay which may happen to or be occasioned by such work. The Contractor shall provide reasonable facilities for the use of his scaffolding, tools and plant etc., by the Landscape Contractors of other works for their work, without any extra cost, by special arrangement with the Employer.
80.	Contractor responsible for coordination	The Contractor will be responsible for the coordination of all the work, including that of his Landscape, and cooperating with all other agencies for arranging runs of all services and working to the requirements and layouts of the specialist trades, in all matters necessary for the complete timely execution of the work as desired.
81.	Water and electricity	The Contractor will have to make his own arrangements to supply water and electricity to the various works.
82.	Miscellaneous	Clearing of debris All shavings, cuttings and rubbish as it accumulates from time to time during the progress of the work and on completion, including that of Landscape Contractors and special tradesmen, are to be cleared and carted away by the Contractor, and all materials condemned by the Site-

		In-Charge/Landscape Architects are to be removed from time to time by the Contractor, without any extra charge. Objects of antiquity All objects of value or antiquity found on the site shall remain the property of the Employer, and such findings shall be immediately reported to the Landscape Architect/Employer. Work borrow pits The Contractor shall not be entitled to claim compensation if there is any delay in the execution of the work on account of water standing in burrow pits and compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in burrow pits, and no claim for extra rate in this regard shall be entertained, unless otherwise expressly specified. Advertisements The Contractor shall not affix in place any placards or advertisement of any description, or permit the same to be affixed or placed in or upon any hoarding, gantry, building, or structure on the works or premises, other than that approved by the Employer/Landscape Architects
83.	Conditions of contract to be strictly enforced	It must be clearly understood that all the Conditions of Contract are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed, unless they are clearly outside the spirit and meaning of the conditions or unless such work shall have been ordered in writing by the Site-In-Charge/Landscape Architects. Materials suitable for filling or other use shall be stacked in convenient places. Materials not useful in any way shall be disposed of. The Site-In-Charge shall be the final authority as to what is useful rubble. The site shall be left clean of all debris at the completion of the work.

SECTION: 5

SPECIAL CONDITIONS OF CONTRACT

1. 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. MWCJ can do their self or ask contractor for soil testing. The charges shall be paid by the MWCJ, if test report pass, otherwise borne by the contractor.
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**	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.
		Tree /Palms Plantation would be considered as per number of trees
		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** upto 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**	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.
		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**	For Trees-@ 20 ltrs/every alternate day of watering should be provided to each of the tree planted.
		For Shrubs-@15 ltrs/sq.mt/every alternate day of watering should be provided by the contractor
		For Lawns-@ 25 ltrs/sq.mt/weekly requirement of watering should be provided by the contractor
		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 **35% -On Virtual Completion of the Milestone** **15%-After 3 Months of the virtual Completion** **15%-After 6 Months of the Virtual Completion** **25%-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	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. 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 maintenane manual ,Nurture the trees with organic solid manures and liquid manures, spray bioinsecticides, 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 4) Trimming, prunning as & when required under guidance of the site-in-charge etc. 3)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	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.
		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.
		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 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
		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
		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.
		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 alreday prepared surface and Light roller should be used for setting of the adges for a 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, parasites, predators	Required at the time of Plantation or 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 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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

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

g. 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

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

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

g. 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.

h. 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.

i. 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.

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

k. 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.

l. 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.

m. 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.

n. 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

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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

A. REQUIREMENT OF SOIL PREPARATION, PLANTING AND MAINTENANCE MATERIALS

a. **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.

b. **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.

c. **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.

d. **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.

e. **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.

f. **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.

g. **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.

B. STAKING & SUPPORTS

a. **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.

b. **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.

c. **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.

d. **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.

e. **"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.

f. **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.

C. 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.

D. 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.

E. 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

F. DISEASE CONTROL

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

G. 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.

H. 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.

I. 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 are installed in a healthy condition in the manner specified.

SECTION:6

SPECIFICATION OF PLANTING MATERIALS & BILL OF QUANTITIES

Schedule of quantities for water body Landscaping at Handicraft area, Ph – II at Mahindra World City Jaipur.

S NO	ABBREVIATIONS	Description/Name of the Shrubs	Plants (Nos)	Qty	Unit	Rate	Amount
TOTAL AREA OF SOFTSCAPE AREA IN EACH ZONE							
I.GREEN BUFFER AREA							
A.TREE PLANTATION							
1	**Tree Pits**	Making Tree Pits-1.0mtrX1.0mtrX1.0Mtr and filling it Back with Good prepared soil; Soil Preparation for should ideally be prepared with 2/3rd existing soil+1/3rd equal volume of decomposed farmyard manure mixed throughly with ,sulphur,gypsum,Reagent or any other additived as required (Total Qty in Cubic Meter)	295	295	Cu.mt		
2	**Manure**	Decomposed FYM to be mixed in 1/3rd of the total pit volume in the planting pits		88.5	Cu.mt		
B.LAWN PLANTATION							
1	**SOIL PREPARATION**	Soil Preparation for Shrubs should ideally be prepared with existing soil+Upto 25 mm thk layer of decomposed farmyard manure mixed throughly with ,sulphur,gypsum,Reagent or any other additived as required- **(Total Qty in Cubic Meter)**		1,520	Cu.mt		
2	**MANURING**	50 mm thk on planting beds prior to mixing with soil		190	Cu.mt		
3	LAWN PLANTATION WITH SELECTION-1	The lawn shall be planted with smooth surface formation using roller after proper grading		7600	Sq.mt		
II.WATERBODY AREA-PHASE-II (Near Nursery)							
I.SHRUBS PLANTATION							
A	**SOIL PREPARATION**	Soil Preparation for Shrubs should ideally be prepared with existing soil+Upto 25-50 mm thk layer of decomposed farmyard manure mixed throughly with ,sulphur,gypsum,Reagent or any other additived as required **(Total Qty in Cubic Meter)**		1,592	Cu.mt		
B	**MANURING**	50 mm thk on planting beds prior to mixing with soil		265	Cu.mt		
C	**PLANTING**	**Total Area in Sq.mt & Total Qty in Nos of Plants**					
1	ALT	ALTHERNETRA	1400	120	Sq.mt		
2	ALO VER	ALOE VERA	100	35	Sq.mt		
4	AGA ATT	AGAVE ATTENUATA	170	60	Sq.mt		
5	BOU RED	BOUGAINVILLEA SPECTABILIS RED	2000	650	Sq.mt		
6	CAR GRA	CARISSA GRANDIFLORA	1300	450	Sq.mt		
7	CLE INE	CLERODENDRON INERME	14000	1200	Sq.mt		
8	JAT MUL	JATROPHA MULTIFEDA	3700	1250	Sq.mt		
9	JAT INT	JATROPHA INTERIGMA	1350	450	Sq.mt		
10	NER PIN	NERIUM OLEANDER PINK	1500	350	Sq.mt		

11	PID TIT	PEDILIANTHUS TITHYMALOIDES	1000	100	Sq.mt		
12	TAB COR	TABERNAEMONTANA CORONARIA	500	170	Sq.mt		
13	THE PER	THEVETIA PERUVIANA	1200	400	Sq.mt		
14	YUC GLO	YUCCA GLORIOSA	390	70	Sq.mt		
	TOTAL AREA UNDER SHRUBS		28610	5305	Sq.mt		
B.LAWN PLANTATION							
1	**SOIL PREPARATION**	Soil Preparation for Shrubs should ideally be prepared with existing soil+Upto 25 mm thk layer of decomposed farmyard manure mixed throughly with ,sulphur,gypsum,Reagent or any other additived as required- **(Total Qty in Cubic Meter)**		1,844	Cu.mt		
2	**MANURING**	50 mm thk on planting beds prior to mixing with soil		154	Cu.mt		
3	LAWN PLANTATION WITH SELECTION-1	The lawn shall be planted with smooth surface formation using roller after proper grading		6147	Sq.mt		

The contractor shall be strictly followed with all the compliances as per check list attached below and submitted along with each bill or as per the direction of site in charges.

Annexure

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	**Annexure No.**	12	Minimum Wages paid as per law	

	(Month wise)	–			
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	**Annexure No. –**	19	Policy Valid upto	

	(Workers employed by Contractor should not exceed with maximum numbers given in licence at site any time, if yes, please 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.

MAHINDRA WORLD CITY (JAIPUR) LTD.

Vendor Selection Criteria

Sl No	Particular	
a)	Name & Address of The Company	
b)	Contact Numbers	
	Contact Person and Mob.	
c)	Fax	
d)	E-Mail	
e)	Web-Site	
f)	PAN No.	
g)	TIN No.	
h)	Service Tax no.	
i)	PF No.	
j)	ESI No	
1	Copy of memorandum and article of the company along with certificate of incorporation	
2	Annual turnover of the company for past 3 years	
	2007-2008 (Rs. -Lacs)	
	2008-2009 (Rs. -Lacs)	
	2009-2010 (Rs. -Lacs)	
3	Details about projects having total value in excess of **Rs. 100 Lac** completed during **past 3 years.**	

4	Does your company have local presence in Jaipur? Who is the person who heads the local team in Jaipur? Please give details of staff.	
5	Indicate AT LEAST 6 client references with address / phone nos, for whom your company has executed work with value in excess of Rs. 50 Lac during one single financial year or one contract having value in excess of Rs. 100 Lac.	
	1-	
	2-	
	3-	
	4-	
	5-	
	6-	
6	Indicate AT LEAST 6 Architect/Consultants with address / phone nos, whose designed projects your company has executed in last 5 years with value in excess of 100 Lacs.	
	1-	
	2-	
	3-	
	4-	
	5-	
	6-	
7	Maximum value of contract handled in the past 5 years (Rs. In Lacs)	
8	Quality benchmarks and acceptance criteria will be comparable to international levels.	
i)	What are the quality assurance standards you propose for this project?	

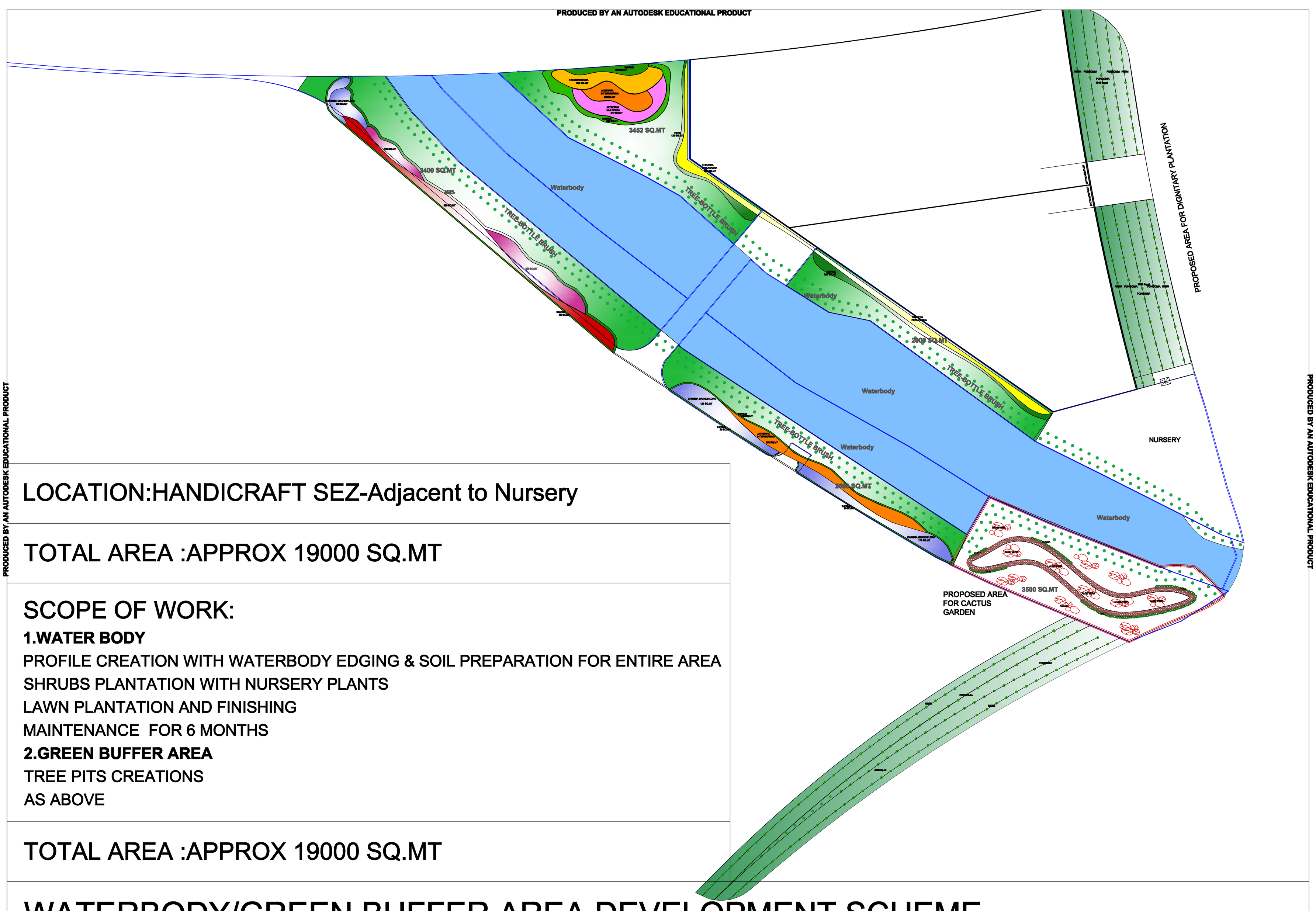
ii)	What are the quality standards achieved by your company?	
iii)	Do you have any systems procedures standards in place?	
9	If you are awarded the project, what site staff organization you propose? Submit org chart.	
10	What will be the qualification of the PM?	
11	Time and quality is the essence of this project! Are you willing to work with a stiff penalty clause in the contract document?	
12	Do you have any Minimum Value of contract, which will be acceptable to you?	
13	Please enclose the following documentation as given below:	
a)	Copy of Power of Attorney of the Signatory	
b)	Latest Income Tax Clearance Certificate	
c)	Sales Tax Clearance Certificate	
d)	Certified Copy of memorandum and article of the company along with certificate of incorporation	
e)	Plant and Equipment	
f)	Organization Chart	
g)	Quality assurance manual/procedures	
h)	List of ongoing Projects with photograph during and after completion	
i)	List of Projects executed in last 5 years	
j)	Solvency Certificate from a Scheduled Bank.(Rs. In Lacs)	
k)	Bankers	
l)	Registration number/documents for Statutory Requirements (ESI, PF labour license etc).	

m)	Performance Standards for Health and Safety	
n)	ISO Certification if any.	
14	Any other relevant information.	
15	Major Works in Hand with value in excess of 100 Lacs.	
	1-	
	2-	
	3-	
	4-	
	5-	

SECTION: 7

LANDSCAPE DRAWINGS

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



LOCATION:HANDICRAFT SEZ-Adjacent to Nursery

TOTAL AREA :APPROX 19000 SQ.MT

SCOPE OF WORK:

1.WATER BODY

PROFILE CREATION WITH WATERBODY EDGING & SOIL PREPARATION FOR ENTIRE AREA

SHRUBS PLANTATION WITH NURSERY PLANTS

LAWN PLANTATION AND FINISHING

MAINTENANCE FOR 6 MONTHS

2.GREEN BUFFER AREA

TREE PITS CREATIONS

AS ABOVE

TOTAL AREA :APPROX 19000 SQ.MT

WATERBODY/GREEN BUFFER AREA DEVELOPMENT SCHEME

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