

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
PASHAN, PUNE-411 008
TENDER NOTICE**

Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune-411008 (India) invites sealed separate tenders for following work (Part-I – Technical Bid, Part-II – Commercial Bid) in separate sealed covers from Contractors registered in the approved list of contractors of PWD/ MES/ CPWD/ Railways/P&T/Experienced industrial contractors and any other government departments in appropriate class for following works.

SR. NO.	Tender Notice No.	NAME OF WORK	Tender Document Fees in Rs.	Date of Issue of Tender documents From -TO	Date and Time of Pre- Bid Meeting	last date of receipt of tender	Date & time of opening the tender (technical bid only)
1	CE/Multi training facility/landscape/IITM/2012	Development of landscape garden for multi training facility building at IITM, Pune	Rs. 1000=00	30/01/12 to 21/02/12	07/02/12 at 1100 hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs
2	CE/Maint/2012/12	Maintenance of Landscape garden at Office & Colony Premises at IITM,Pune	Rs. 500=00	30/01/12 to 21/02/12	08/02/12 at 1100hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs
3	IITM/EMU/Power Purchase/2011-12	Procurement of renewable electrical energy from generators/Agencies/Power traders/Merchant Power plant at IITM, Pune	Rs. 1000=00	30/01/12 to 21/02/12	06/02/12 at 1100 hrs	21/02/12 at 1230 hrs	21/02/12 at 1500 hrs

Tender documents can be obtained for the above works from office of Civil Wing of the Institute and also can be down loaded from the Institute's web site.

The Institute reserves the reight to reject any or all tenders without asigning any reasons thereof . For further details please visit our website :www.tropmet.res.in

Civil Engineer
For Director
Email : anupam@tropmet.res.in

**TENDER FOR LANDSCAPE WORKS
OF
MULTI TRAINING FACILITY BUILDING AT
INDIAN INSTITUTE OF TROPICAL METROLOGY, PUNE**

**Volume 1
(TECHNICAL BID)**

**INDIAN INSTITUTE OF TROPICAL METROLOGY,
DR.HOMI BHABA ROAD, PASHAN, PUNE-411008**

**TENDER FOR LANDSCAPE WORK
OF
MULTI TRAINING FACILITY BUILDING AT
INDIAN INSTITUTE OF TROPICAL METROLOGY,
DR.HOMI BHABA ROAD, PASHAN, PUNE-411008**

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BID NO

NAME OF WORK	: TENDER FOR LANDSCAPE WORK OF MULTI TRAINING FACILITY BUILDING AT INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA ROAD, PASHAN, PUNE-411008
PERIOD OF SALE OF BIDDING DOCUMENT	: FROM 30.01.2012 TO 21.02.2012
TIME AND DATE OF PRE-BID CONFERENCE	: 07.02.2012 TIME 11.00 HOURS
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE.-21.02.2012 TIME 12.30 HOURS
TIME AND DATE OF OPENING OF TECHNICAL BIDS	: DATE.—21.02.2012--- TIME 15.00 HOURS
PLACE OF OPENING OF TECHNICAL BIDS	: INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA ROAD, PASHAN, PUNE-411008
OFFICER INVITING BIDS	: INDIAN INSTITUTE OF TROPICAL METROLOGY
COMPLICATION PERIOD	: 30 DAYS from THE DATE OF RECEIPT OF L.O.I.

INVITATION FOR BID
(IFB)

**NOTICE INVITING TENDER FOR
LANDSCAPE WORK
OF
MULTI TRAINING FACILITY BUILDING AT
INDIAN INSTITUTE OF TROPICAL METROLOGY,
TWO COVER SYSTEM**

Tender Notice No.

Indian Institute of Tropical Meteorology, Pune, and Maharashtra is setting up a Multi Training Facility building at existing building Pashan, Pune, Maharashtra. Director Indian Institute of Tropical Meteorology, Pune. Invites bid for Landscape works under the **Two Cover System** from the contractors who meet the following criteria.

The BIDDER should be a well established and reputed Landscape Contractor, registered as a legal entity in India for a minimum period of five years, and having experience of minimum ten years and capacity in the Landscapes of office buildings/ Auditorium /Recreation hall.

The BIDDER should have an annual turnover of Rs.25 Lakhs (Rupees Twenty five Lakh) in all kinds of Landscape works during any two of the past five financial years, ending on 31st March 2011.

The bidder should have satisfactorily completed as a prime contractor at least one single project of Landscape work not less than Rs.15.00 Lakh (Rupees Fifteen Lakh).

The bidder should produce Banker's Solvency Certificate or Revenue Solvency Certificate of the value of Rs.25.00 Lakhs. Solvency Certificate must have been obtained not earlier than 1st July 2011.

The successful bidder shall ensure that, the direct subcontractors engaged in the works, complies with all conditions as specified in the Agreement between the employer and the successful bidder.

Other details can be seen in the bidding document

1. Salient Features

Name of Work	LANDSCAPE WORK OF MULTI TRAINING FACILITY BUILDING AT INDIAN INSTITUTE OF TROPICAL METROLOGY
Period of Completion	30 Days from the date of receipt of LOI

- 2.** Tender documents can be purchased from the office of Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA

a	Cost of Tender Documents (Non – Refundable)	Rs. 1000/-(Rupees One Thousand only) by Demand Draft drawn from any Nationalized or Scheduled Banks in India payable at Pune in favour of Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA
b	Period of Issue of Tender Documents	30-01-2012 to 21-02-2012 (During office hours)
c	Earnest Money Deposit	Rs...25000/-(Rupees Twenty five thousand only) by

	(EMD)	Demand Draft, drawn from any Nationalized or Scheduled Banks in India payable at Pune in favour of The (or) By Irrevocable Bank Guarantee from any Nationalized or Scheduled Banks in India.
d	Pre-Bid Meeting	07-02-2012 TIME 1100 Hrs
e	Last date for submission of bids	21.02.2012 TIME 12.30 HOURS <ul style="list-style-type: none"> • Bids to be submitted on or before the mentioned time and date at "DISPATCH SECTION" Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA
f	Opening of Technical bid	21-02-2012 TIME 15.00 HOURS

*Only one set of document will be issued. Contractors have to take additional copies.

1. The Director, Indian Institute of Tropical Meteorology, reserves the right to accept/reject any one /all the tenders without assigning any reason thereof.

DIRECTOR,
INDIAN INSTITUTE OF
TROPICAL METEOROLOGY,
DR. HOMI BHABHA ROAD,
NCL POST, PASHAN PUNE
– 411008.INDIA

Definitions

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

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed **Bill of Quantities** forming part of the Bid.

Compensation Events are those defined in Clause 44 of Conditions of Contract (Vol-II).

The **Completion Date** is the date of completion of the Works as certified by the Architect and IITM Authorities in accordance with Sub Clause 55.1 of Conditions of Contract (Vol-II).

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 of Conditions of Contract (Vol-II).

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

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

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

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

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

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

Defects Liability Period is the period named in the Contract Data and calculated from the Date of handing over of site to the Institute.

The **Employer** is the party who will employ the Contractor to carry out the Works. In this contract The Managing Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan, Pune. is the Employer

The **Architect** shall mean the Consultants engaged by the Employer.

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

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

Drawings mean the employer's drawings of the works included in the contract and any variations to such drawings given by an Architect.

Party means either employer or contractor.

Country means the country in which the site is located.

Employer's Liabilities means those mentioned in sub clause 11.1 of Conditions of Contract (Vol-II).

Force Majeure means an exceptional events or circumstance which is beyond a Party's control, which such Party could not reasonably have provided against before entering in to the contract; which, having arisen, such party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other party.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. H

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

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Architect.

The **Start Date** it is the date from the date of receipt of LOI.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

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

A **Variation** is an instruction given by the Architect with the approval of IITM authorities which varies the Works.

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

SECTION 1: INSTRUCTIONS TO BIDDERS
(ITB)

Section 1: Instructions to Bidders

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A. General

1. Scope of Bid

1.1 On behalf INDIAN INSTITUTE OF TROPICALMETROLOGY., The Director, INDIAN INSTITUTE OF TROPICALMETROLOGY,DR.HOMI BHABA ROAD,PASHAN,PUNE-411008 , India invites bids for the Landscape works of Multi Training Facility Building at Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan Pune – 411008 .INDIA

1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.

2. Source of Fund: INSTITUTE OF TROPICAL METROLOGY.

3. Eligible Bidders

3.1 This Invitation for Bids is open to all reputed well established and experienced contractors, who satisfy the qualifying criteria stipulated in Clause 4

3.2 All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation of tender documents, supervision and certification of the works, and any of its affiliates, shall not be eligible to bid.

3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government in accordance with sub-clause 34.1.

4 Qualification of the Bidder

4.1 All bidders shall be provided in Section 2 Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 Since the Employer has not undertaken pre-qualification of potential bidders, all bidders shall include the following information and documents with their bids in Section 2

- (a) Copies of original documents defining the constitution or legal status, place of Registration and principal place of business.
- (b) Written power of attorney of the signatory of the Bid to commit the Bidder.
- (c) Total monetary value of construction work performed for each of the last five years.
- (d) Experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (e) Major items of construction equipment proposed to carry out the Contract;
- (f) Qualifications and experience of key site management and technical personnel proposed for the Contract;

- (g) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) Evidence of adequacy of working capital for this contract (access to line (s) of credit and availability of other financial resources);
- (i) Information regarding any litigation or arbitration resulting from contracts executed by the Bidder in the last five years or currently under execution. The information shall include the names of the parties concerned, the disputed amount, cause of litigation, and matter in dispute;
- (j) Proposals for subcontracting components of the Works which in aggregate add to more than 20 percent of the Bid Price (*for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed; no vertical splitting of work for sub-contracting is acceptable*); and
- (k) The proposed methodology and program of construction including Environmental Management Plan backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

4.3 'Bids from Joint ventures are not acceptable'.

4.4 A. To qualify for award of the contract, each bidder in its name should have in the last five years i.e. 2006-07, 2007-08, 2008-09, 2009-10, and 2010-11.

- (a) The BIDDER should be a well established and reputed Landscape Contractor, registered as a legal entity in India for a minimum period of five years, and having experience of minimum ten years and capacity in the Landscapes Works
- (b) The BIDDER should have an annual turnover of Rs.25 Lakhs (Rupees Twenty Lakhs) in all kinds of Landscape works during any two of the past five financial years, ending on 31st March 2011.
- (c) Satisfactorily completed as a prime contractor at least one single project of Landscape involving not less than 1000 sq.m in India.
- (d) Executed in any one year, the following minimum quantities of work.

Lawn work 1000 Sqm

(@) *at 2010-11 price level*. Financial turnover and cost of completed works of previous years shall be given weight age of 5% per year based on rupee value to bring them to 2010-11 price level*.*

** The financial year in which bids are received.*

4.4 B The bidder should produce Banker's Solvency Certificate or Revenue Solvency Certificate of the value of Rs. 25=00 Lakhs. Solvency Certificate must have been obtained not earlier than 1st July 2011.

4.4 C. Each bidder should further demonstrate:

- (a) Availability (either owned or leased or by procurement against mobilization advances) of the following key and critical equipment for this work:

NOTE: Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, with addition if any a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in clause 4.2 (k) above to allow the employer to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

(b) availability for this work of 1 Project Manager with not less than FIVE years' experience in construction of similar civil engineering, Mechanical, Electrical and allied works and other key personnel with adequate experience as required. The bidders are to produce organization chart for the execution of the project with responsibilities included.

4.5 Sub-contractors experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 (A) (e to h) above.

4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

4.7 Each bidder shall submit only one bid for one contract.

5. Cost of Bidding

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

6. Site visit

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

B. Bidding Documents

7. Content of Bidding Documents

7.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:

Invitation for Bids	Section	
	1	Instructions to Bidders
	2	Forms of Bid and Qualification information
	3	Conditions of Contract
	4	Contract Data
	5	Specifications
	6	Drawings
	7	Bills of Quantities
	8	Forms of Securities

7.2 Bidding documents supplied should be completed and returned with the bid.

8. Clarification of Bidding Documents

8.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing at the employers address indicated in invitation to Bid.

8.2 Pre-bid meeting

8.2.1 The bidder or his official representative is invited to attend a pre-bid meeting,

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one day before the pre bid meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

8.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However bidder must attend the pre-bid meeting to get the clear understanding about the project requirements.

9. Amendment of Bidding Documents

9.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 19.2 below.

C. Preparation of Bids

10. Language of the Bid

10.1 All documents relating to the bid shall be in the English language.

11. Documents comprising the Bid

11.1 The bid submitted by the bidder shall comprise the following:

A. Technical Bid.

- (a) Technical Bid documents duly signed on each page with company seal.
- (b) EMD, Tender fee;
- (c) Priced Bill of Quantities, duly signed on each page with company seal.
- (d) Qualification Information Form Documents and company profile.
- (e) Copy of pre bid m.O.M. duly signed on each page with company seal.
- (f) Bar chart of 30 days to complete the work and handing over of completed work site to the IITM.

And any other materials required be completing and submitting by bidders in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

B. Commercial Bid.

Commercial Quote hard copy in duplicate and one soft copy in the form of C.D.

12. Bid Prices

- 12.1** The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill Quantities submitted by the Bidder.
- 12.2** The bidder shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the **Bill of Quantities** along with total bid price (both in figures and words). *Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.* Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 12.3** All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 12.4** The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Conditions of Contract.
- 12.5** The rates of electrical part of the work shall include guarantee for 2 years for spares and labour, as specified by manufacturer.

13. Currencies of Bid and Payment

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

14. Bid Validity

- 14.1** Bids shall remain valid for a period not less than ninety days after the deadline date for bid submission specified in Clause 19. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.
- 14.3** Bid evaluation will be based on the bid prices only.

15. Bid Security

- 15.1** The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This bid security shall be in favour of the **DIRECTOR INDIAN INSTITUTE OF TROPICALMETROLOGY, DR.HOMI BHABA ROAD, PASHAN, PUNE-411008.** and may be in one of the following forms:
- Demand draft/Bank Guarantee from nationalized / scheduled bank located in India in favour of. **DIRECTOR INDIAN INSTITUTE OF TROPICALMETROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008.**
- 16.2** Bank guarantees issued as surety for the bid shall be valid for 60 days beyond the validity of the bid.
- 16.3** Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4** The Bid Security of unsuccessful bidders will be returned after award of work to successful bidder.
- 16.5** The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6** The Bid Security may be forfeited
- (a) If the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) If the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
 - (c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.

17. Format and Signing of Bid

- 17.1** The Bidder shall prepare one original and one copy of the documents comprising the bid as described in Clause 12 of these *Instructions to Bidders*, bound with the volume containing the Form of Bid, and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 17.2** The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

- 17.3** The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1** The bid shall be two cover / two part Bid system. Part-I Technical Bid (Volume-1) and Conditions of contract, Contract Data and Forms of Securities (Volume-2) and Part-II Price Bid. Both the parts each in separate sealed cover duly marked Part-I (Cover-1) and Part-II (Cover-2). Both the sealed covers have to be submitted together in a common third sealed cover.

Part-I: - Technical Bid (Volume-1) and Conditions of contract, Contract Data and Forms of Securities (Volume-2).

Part-II:-The Price bid along with Bill of Quantities (Volume-3), Drawings (Volume-4) and Technical specifications (Volume-5).

18.2 The inner and outer envelopes / cover shall

- (a) be addressed to the Employer at the following address:

The Director,
Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post,
Pashan, Pune- 411008 .INDIA so as to reach on or before 21.02.2012 Time 12.30
Hours.

- (b) bear the following identification:

- Bid for[name of contract]
- Bid Reference No.....[insert number]
- DO NOT OPEN BEFORE.....[time and date for bid opening, per Clause 22]

- 18.3** In addition to the identification required in Sub-Clause 18.2, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 20.

- 18.4** If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- 18.5** Bidder will be supplied with one set of Bid Document the Bidder should treat this as **Original**. One additional copy of the Bid Document will be taken by the Bidder and make this copy as duplicate. The Duplicate copy will also contain one inner and outer cover like the Original.

19 Deadline for Submission of the Bids

- 19.1** Bids must be received by the Employer at the address specified above. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received upto the appointed time on the next working day.

- 19.2** The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

20. Late Bids

20.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the bidder.

21. Modification and Withdrawal of Bids

21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 19.

21.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 17 & 18, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.

21.3 No bid may be modified after the deadline for submission of Bids.

21.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16

21.5 Bidders may offer discounts to, or modify the prices of their Bids only by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

22. Bid Opening

22.1 The Employer will open all the technical Bids received (except those received late), including modifications made pursuant to Clause 21, in the presence of the Bidders or their representatives who choose to attend on 21.02.2012 at 15.00 hours. at Indian Institute of Tropical Metrology, Dr.Homi Bhaba Road, Pashan, Pune-411008 In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

22.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 21 shall not be opened. Subsequently all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail.

22.3 The Bidders' names, the Bid prices, the total amount of Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to Clause 20. Bids [and modifications] sent pursuant to Clause 21 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned un-opened to bidders.

22.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.3.

23. Process to Be Confidential

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

24. Clarification of Bids

- 24.1** To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of the unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 26.
- 24.2** Subject to sub-clause 24.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.3** Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

25. Examination of Bids and Determination of Responsiveness

- 25.1** Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; and 4.4 A, (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents.
- 25.2** A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3** If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. Correction of Errors

- 26.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer **as follows**:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - (b) Where there is a discrepancy between the unit and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2** The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 16.6 (b).

27. Evaluation and Comparison of Bids

- 27.1** The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 25.

- 27.2** In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) Making any correction for errors pursuant to Clause 26; or
 - (b) Making an appropriate adjustments for any other acceptable variations, deviations; and
 - (c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 21.5.
- 27.3** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 27.4** The estimated effect of the price adjustment conditions under Clause 47 of the *Conditions of Contract*, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 27.5** If the Bid of the successful Bidder is seriously unbalanced in relation to the Architect's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

F. Award of Contract

28. Award Criteria

- 28.1** Subject to Clause 29, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

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

- 29.1** Notwithstanding Clause 28, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

30. Notification of Award and Signing of Agreement

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

30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 31.

30.3 The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the successful within 28 days following the notification of award along with the Letter of Acceptance.

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

31. Performance Security

31.1 Within 7(Seven) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced Bids in accordance with Clause 27.5 of ITB and Clause 52 of Conditions of Contract:

- a bank guarantee in the form given in Section 8; or

Demand draft/Bank Guarantee, from nationalized / scheduled bank located in India in favour of **DIRECTOR, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA ROAD, PASHAN, PUNE-411008.**

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

32 Advance Payment and Security

32.1 No advance payment will be made.

32.2 Running payment will be made towards completed work and not less than Rs.5(Five) Lakhs.

33. Corrupt or Fraudulent Practices

33.1 The Employer requires that Bidders, Suppliers, Contractors, and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the employer, designed to establish bid prices at artificial, non competitive levels.

- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will have the right to require that a provision be included in Bidding Documents and in contracts requiring Bidders, Suppliers, Contractors to permit the Employer to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Employer

34. Penalty Clause:

If the work is not completed within the aforesaid period the contractor shall pay liquidated damage of 1% per week subject to a maximum 10% of value of work order in case of delays beyond the accepted completion period for reasons solely attributed to him.

35. Extra Items

The rate of extra items shall be worked out in accordance with the following rules-

a. The rates for the extra items shall be derived from the rate of an appropriate item of the similar class for which the rate has already been accepted, where same can be directly derived.

b. The contractor shall be bound to carry out any extra items of work as per site requirement. The rate for extra items shall be derived from the rate already quoted. Where the items are not specified in the BOQ the rate shall be worked out at cost of material+labour+10% overheads, wastage and transportation & profit.

c. Wherever applicable the basic rate difference in materials (mentioned in tender) shall be payable plus-minus without any profits, overheads etc., on said rate difference.

d. Variation and Non- Tendered items, if any, shall be carried out under specific written instruction by architects and prior sanction by the Institute. Sanction for all extra items shall be sought by the contractor within seven days from the occurrence of such necessity.

SECTION 2:
FORMS OF BID, QUALIFICATION INFORMATION AND LETTER
OF ACCEPTANCE

Table of Forms:

- **CONTRACTOR'S BID**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

Contractor's Bid

NAME OF WORK: LANDSCAPE WORK FOR MULTI TRAINING FACILITY BUILDING AT
INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA ROAD,
PASHAN, PUNE-411008.

To : **The Director,**
Address : INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA
ROAD, PASHAN, PUNE-411008.

Sir,

Having examined the bidding documents including addendum, we offer to execute the Works described above in accordance with the Conditions of Contract, Specifications, Drawings and Bill of Quantities accompanying this Bid.

This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Bid complies with the Eligibility, Bid Validity and Bid Security required by the Bidding documents.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Bidder:

Qualification Information

The information to be filled in by the Bidder in the following pages will be used for purposes of qualification criteria as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

To be eligible for Qualification, BIDDERS shall provide evidence to suitability of their meeting the Criteria indicated in Clause 4.0 and furnish details giving their full bio-data, organizational set up, technical experience, availability of plant and equipments etc. to establish their capacity and competence, and possession of adequate resources to carry out the contracts effectively and for this, the BIDS submitted shall include the following: (●)

1 Letter of tender ; as in Appendix A

2. For Individual Bidders

2.1 Constitution or legal status of Bidder
Information shall be submitted in the **Statement –A attached** separately

2.2 Total value of Landscape Engineering construction 2006-2007 _____
work executed and payments received in the 2007-2008 _____
last five years (in Rs. Crores) σ 2008-2009 _____
2009-2010 _____
2010-2011 _____

2.3.1 Year wise work performed as prime contractor (in the same name) on works of a similar nature over the last five years. ●● Information shall be submitted in the **Statement –D attached** separately

Quantities of work executed as prime contractor (in the same name and style) in the last five years:

Sr.No.	Year	Name of The Work	Name of the Employer	Qty. Of Work Performed (SQM.)	Remarks
1	2006-2007				
2	2007-2008				
3	2008-2009				
4	2009-2010				
5	2010-2011				

●● Attach certificate(s) from the Employer

@The item of work for which data is requested should tally with that specified in ITB clause 4.4A(b).

●● Immediately proceeding the financial year in which bids are received.
Attach certificate from Chartered Accountant.

2.4 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Information shall be submitted in the **Statement–E** attached separately.

(B) Works for which bids already submitted but yet to be finalized. Information to be given in the statement given below.

Description	Place	Name and	Estimated	Stipulated	Date when	Remarks
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of Work (1)	& State (2)	Address of Employer* (3)	value of works (Rs. Crores) (4)	period of completion (5)	decision is expected (6)	if any (7)
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* *Attach certificate(s) from the Employer.*

2.5 Information of Contractor's Equipment, available Plant and Machinery is essential for carrying out the Works. The Bidder should list all the information requested below. Refer also to Sub Clause 4.2 (d) of the Instructions to Bidders. Information shall be submitted in the **Statement –F** attached separately

2.6 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub Clause 4.2 (e) and 4.4 (B) (b) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract. Information shall be submitted in the **Statement –B** attached separately

2.7 Proposed subcontracts and firms involved. [Refer ITB Clause 4.2 (j)] Information to be given in the statement given below.

Sr. No.	Sections of the works	Value of Sub-contract	Sub-contractor (name and address)	Experience in similar work
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2.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc

Information shall be submitted in the **Statement –C** attached separately

2.9 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents [sample format attached].

2.10. Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

2.11 Information on litigation history in which the Bidder is involved. Information shall be submitted in the **Statement –H attached** separately

2.12 Details of termination of contract by previous client if any in last five years Information shall be submitted in the **Statement –G attached** separately

2.13 Statement of compliance under the requirements of Sub Clause 3.2 of the Instructions to Bidders.

2.14 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 and 4.2 (k)].

3.0 Additional Requirements

- 3.1 Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
- 3.2 Certificates in support of suitability, technical know-how and capability for having successfully completed the works during the last five years under Annexure 'A'.
- 3.3 A detailed description on the approach, methodology to the construction technology proposed, schedule and type of equipment to be used, names and responsibilities and detailed qualifications of the proposed subcontractors, if any etc.
- 3.4. A detailed description of any method of approach specially devised by the contractor to speed up the work.
- 3.5 Current solvency certificate or letter of support from the BIDDER'S Banker for an amount of Rs 25 Lakhs, not older than three months from the last date of submission of Bid.
- 3.6 Details of cases of having been barred or black listed from the Bidding process, if any. Black-listed Agencies' Tender is liable to be rejected.
- 3.7 The tender should be submitted in English only. Supporting documents such as Annual accounts, Balance sheets, Client's certifications, Testimonials etc., if attached in any other language, should be translated in English.
- 4.0 The BIDDERS must provide evidence of having adequate experience. This should include supporting certificates of reports relating to financial, technical and other capability of the BIDDERS. At least three certificates to be produced.
- 5.0 The BIDDERS for qualification shall provide all facilities to **THE DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008. for verification of the information / details furnished by them and also for inspection of their works carried out / in progress if requested.

6.0 Nature of Submissions:

1. The submissions from the BIDDER in response to the Clause-4 shall be in the form of a statement signed by the authorized signatory on behalf of the BIDDER, who shall hold the Power of Attorney to sign such documents. The Power of Attorney documents shall also be attached.

Note : 1) **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 or his authorised representatives reserves the right to verify any part of the information furnished by the BIDDER in the above statements without any prejudice to the terms and conditions of the Contract. The BIDDER is deemed to have given his consent for the right of verification by the **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 or his authorised representative when the BIDDER submits the above statements.

If it comes to the notice of **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 that the BIDDER has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of BIDS lead to the decree by the Court of Law against the BIDDER, the **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 reserves the right to nullify the Qualification and to disqualify the BIDDER. If such information becomes available to **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 prior to issue of Letter of Intent, the BIDDER will be disqualified and will not be considered for award of work. If such information comes to the knowledge of the Client after the award of work, **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 of the BIDDER and such action would include but not Ltd to forfeiture of all deposits,

guarantees etc. furnished in any form. **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 will also reserve the right to recover any Retention Money, Mobilisation Advance paid by invoking of Bank Guarantees submitted, including invoking of the Performance Bond.

The entire work executed upto the stage of such termination including materials procured and delivered at site will be taken over by **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 and adjusted towards any payment due, as per contract conditions **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 can thereafter arrange for a bidding process for completion of the balance works, for which any additional financial burden to be met by **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 will also be recovered from the Contractor, who has been terminated, without prejudice to the other rights of **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 under the Contract.

7.0 PARTICULAR ATTENTION

7.1 Employer reserves its rights to disqualify any BIDDER if:

- The BIDDERS have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification and requirements ;
- The BIDDER's track record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failures etc.
- The BIDDERS have suits lodged / admitted / pending against it in a Court of Law for proceedings for declaration of Bankruptcy, etc or any suit which challenges the basic existence of the BIDDER and substantially influences its capacity to implement the **Works** satisfactorily. Information on the legal matters is to be submitted as per Statement-I.
- The BIDDER shall unconditionally waive all rights in respect of challenging in any court any matter concerning this BID evaluation and award/termination of Contract. The aggrieved bidder can approach **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 for their appeal against any order.

8.0 FINAL DECISION MAKING AUTHORITY

8.1 The main criteria for the selection of Contractors for the work will be on the consideration of their ability to fulfill their obligations under the contract. and competence to do good quality works within specified time schedule resources committed, evaluation of technical submission etc. in addition to consideration given for competitiveness of bid price.

8.2 Selection for qualification will be made by a Tender evaluation committee on the basis of competence of individual bidders.

8.3 **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 reserves the right to accept or reject any Bid or to reduce the scope/ cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever and **The DIRECTOR**, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008 decision on qualifying contractors will be final and binding on all the contractors.

APENDIX – A
LETTER OF TENDER

Date :

To
The Director,
Indian Institute of Tropical Metrology,
Dr.Homi Bhaba Road,
Pashan, Pune.

Sir,

Sub: Submission of Bid For LANDSCAPE WORK FOR MULTI TRAINING FACILITY
BUILDING AT INDIAN INSTITUTE OF TROPICAL METROLOGY, DR.HOMI BHABA
ROAD,PASHAN,PUNE-411008

- 1 I / Wehaving examined the details given in the Invitation to BIDDERS, we hereby submit the following information and relevant documents.
 - a I/We hereby certify that all the statements, information and data provided in the enclosed Statements A to G. and accompanying sheets are true and correct to the best of my / our knowledge.
 - b I/We have read the instructions appended with the qualification document and I/We understand that any contract made between ourselves and **THE DIRECTOR,** INDIAN INSTITUTE OF TROPICAL METROLOGY,DR.HOMI BHABA ROAD,PASHAN,PUNE-411008 on the basis of the information given by me / us is liable to be cancelled if any false information is detected at a later date.
 - c I/Wehave also no objection if enquiries are made on all the projects and works listed by me / us in the accompanying sheets or any other enquiry on the information furnished herewith in the accompanying sheets.
 - d I/We have furnished all information and details as asked for and have no further pertinent information to provide.
 - e I/We submit the requisite certified solvency certificate and authorize **THE DIRECTOR,** INDIAN INSTITUTE OF TROPICAL METROLOGY,DR.HOMI BHABA ROAD,PASHAN,PUNE-411008 to approach the Bank issuing the solvency certificate to verify the correctness thereof. I/We also authorize **THE DIRECTOR,** INDIAN INSTITUTE OF TROPICAL METROLOGY,DR.HOMI BHABA ROAD,PASHAN,PUNE-411008 to approach individuals, employers, companies, and corporation to verify my / our competency and general reputation.
 - f I/We submit in Annexure 'A' the certificates in support of my / our suitability, technical know-how and capability for having successfully completed the works during the last five years.
 - g I/We also agree that the decision of **THE DIRECTOR,** INDIAN INSTITUTE OF TROPICAL METROLOGY,DR.HOMI BHABA ROAD,PASHAN,PUNE-411008 in the Qualification and selection of Contractors will be final and binding upon me / us.

- h I/We agree that **THE DIRECTOR, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008** reserves the right to qualify any contractor or to cancel the exercise without assigning any reason for doing so or to incur any liability to any party whatsoever.
- i I/We agree not to withdraw from the contract after issue of LOI and before signing the agreement. If so we abide by the condition that liquidated damages shall be claimed against us by THE DIRECTOR, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008
- j The following are enclosed as enclosures to the letter of tender
1. Certificate of Incorporation from Registrar of Companies
 2. Memorandum of Association
 - 3 Annual Report / Audited Balance Sheet & Profit and Loss Statement for the past 5 years
 4. Solvency Certificate from Bankers for the value of Rs ----- LAKHS, current and dated not earlier than three months from the last date of submission of bid.
 6. Support Certificate from Bankers for Credit facilities available and cash flow of Rs ----- LAKHS per month.
 7. Proof of filing Income Tax returns for the previous three years.
 8. Sales Tax / Works Contract Tax / VAT / PAN Registration and Clearance certificate.
 9. PERT/BAR Charts and quality Formats used at site such as pour card for Concrete etc.,
 10. Testimonials from Clients / Consultants for completion of works included in Statement -D
 11. LOI / Work Order issued by the Clients for ongoing works included in Statement 'E'
 12. Organization Chart of Company showing the Officer in-Charge who will have direct link with and control of, site organization.
 13. Organization Chart and Curriculum Vitae of top two officers, viz, .Project Manager and Coordinator.
 14. Method Statement : Programming & Planning and Progress monitoring plan, weekly and monthly ; Management of direct subcontractors from selection through execution of work; Coordination with Specialist contractors like Electrical, Air conditioning, lifts etc. ; Quality control & quality Assurance at site; Safety Plan;
 15. Statements 'A' to 'H' with complete details., and any certificates other than that listed above.

I / we hereby agree to abide by the decisions of The Director, INDIAN INSTITUTE OF TROPICAL METROLOGY, DR. HOMI BHABA ROAD, PASHAN, PUNE-411008. in all matters relating to this Qualification.

Date of Submission

Signature of BIDDER with Official Seal

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT
FACILITIES –CLAUSE 4.5 [B] [c] OF ITB**

BANK CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing.

If the contract for the work, namely is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

___ Sd. ___

Name of Bank

Senior Bank Manager

Address of the Bank

STATEMENT – A

ORGANISATION STRUCTURE (BIDDER)

S.No	Details required	To be filled by the Bidder
1	Name of the Bidder's Company	
2	Nationality of Bidder	
3	Establishment of the Company	
	i) Year	
	ii) Location	
4.	The Bidder is a company (Please enclose attested copy of registration / incorporation under appropriate laws of the Bidder's country)	Yes / No Enclosed/ Not enclosed
5	Address of the Bidder :	
i)	Registered Office Address Telephone Number Fax Number E-mail Address Web site	
ii)	Local office address: Telephone Number Fax Number E-mail Address	
iii)	Office address through which this work will be handled and name of officer in-charge. Telephone Number Fax Number E-mail Address	
d)	The Bidder has to furnish a detailed note on how it will handle the project in India, if successful bidder, in terms of (i) Finance,(ii) Manpower,(iii) Tools & equipment,(iv) Use of local agencies and labour, (v) Project control and management plan	
6	Details of the Board of Directors	
	i) Name of the Director ii) Qualification	
	iii) Organization iv) Office address v) Telephone Number vi) Fax Number vii) E-mail Address	

7	Enclose Company's Organization Chart showing the structure of the organization including the names of the Directors / Chief Executive Officer and position of Officers.	Enclosed / Not Enclosed
8	Number of years of experience and other Details.	
a.	As a Principal Contractor (Contractor shouldering major responsibility)	Yes / No
	i. In own country	Yes / No No. of Years :
	ii. Other countries (If yes, pl. specify country)	Yes / No No. of Years : Country :
9	Average number of permanent employees in the last 12 months.	
	i) Managerial	Nos.
	ii) Technical	Nos.
	iii) Administration	Nos.
	iv) Financial	Nos.
	v) Quality Control and Quality Assurance Engineer	Nos.
	vi) Safety Officer	Nos.
	vii) Industrial Relations Officer	Nos.
	viii) Supervisors	Nos.
	ix) Foreman	Nos.
	x) Skilled Labours	Nos.
	xi) Un Skilled Labours	Nos.
	xiii) Others (to specify)	1. Nos. 2. Nos. 3. Nos.
10	i) How many years has your Company been in business of similar work under its present name & address.Years
	ii) What were your fields of activities from when your Company was established?	1. 2. 3.
	iii) Whether any new fields were added in your Company? and if so, when and in what fields?	1. 2. 3.

11	Area of business activities other than construction works, if any. (If yes please furnish specific information).	Yes / No
12	In which fields of Landscape engineering works do you claim specialisation and interest?	1. 2. 3.
13	Whether registered with any Government / Public Sector Undertaking / Local bodies like CPWD / MES / PWD or equivalent applicable in the Bidder's country. If yes, please furnish details class and type of Registration.	Yes / No. 1. 2. 3.
14	Registration Details : i) Sales Tax Registration No or equivalent applicable in the Bidder's country & Valid upto ii) PF Registration No or equivalent applicable in the Bidder's country & Valid upto iii) ESI Registration No or equivalent applicable in the Bidder's country & Valid upto iv) Service Tax registration No or equivalent applicable in the Bidder's country & Valid upto	
15	Whether adequate and satisfactory evidence to indicate financial capacity of the organisation to undertake the said construction work is enclosed.	Yes / No
16	Do you have plans for sub-contracting the work including specialised nature of building / infrastructure works? If yes, pl specify the quantum of contract in terms of percentage of works. Also, pl furnish the value of work sub-contracted in various works. Details of credentials of the subcontractors proving their ability to handle the component of this project.	Yes / No % Rs.....
17	Peak Quantities executed in a single day in any one year in the last five years in respect of the following items of work (Information only) mention the project name and cost.	
	i - a) Gypsum False Ceiling	sqm
	i - b) Grid ceiling	sqm
	ii) Gypsum partitions	sqm
	iii) fully glazed partitions	sqm
	iv - a) Furniture manufacturing	Cum
	iv - b) workstations assembling	nos
	iv - c) Electrical, data and voice cabling	Sqm
	v) carpet Flooring works	Sqm
	vi) audio visual works	Sqm
	vii) LAN networking	Sqm
	x) Wooden Flooring	Sqm
	xi) HVAC	Tonnes

18	Do you have Latest Survey instruments and Equipment to set out levels at any heights and all type of Special structures?	Yes / No If yes mention the name of equipment and the quantity possess.
19	Do you have your own furniture manufacturing facility? If yes, pl. give details of location and its production capability in terms of quantity per day.	Yes / No. Location : Production : Cum/Day
20	Do you material in stock? If yes, pl. furnish details of your own plant. If no, please specify name of manufacturer for sourcing and the dependency of the manufacture by the Bidder.	Yes / No
21	Do you have R & D department?. If yes, give details.	Yes / No
22	i) Do you have and adopt Quality Control and Quality Assurance Manual?	Yes / No Enclose QA Plan
	ii) Is your company an ISO certified Company? If yes, please furnish the ISO certification no.	Yes / No
	iii) Do you follow Quality Assurance System as per the appropriate ISO series of standards?	Yes / No
23	i) Do you have and follow Safety Manual? If yes, please give details of health and safety facilities available with you.	Yes / No Enclose Environmental Health and Safety Plan.
	ii) Was there any major, fatal accident during execution in the last five years? If yes, furnish Details.	Yes / No
	iii) Whether corrective action taken immediately and first-aid facilities provided in the site?	Yes / No
24	Propose Methodology:	Enclose Statement
	i) Whether the Programming and planning plan will be prepared in the form of Pert Chart or Bar Chart?	Yes / No
	ii) Whether the coordination plan & report plan will be prepared in the standard format?	Yes / No
	iii) Whether the technically qualified Sub-Contractors are engaged to carryout the work?	Yes / No
	iv) Please specify method for control and management of Sub-Contractors.	
25	Were you ever required to suspend work for a period of more than three months continuously after you started? If yes, Please furnish the name of project and reasons thereof.	Yes / No. 1. Name of Project : Reasons 2. Name of Project : Reasons

26	<p>Have you ever left the work awarded to you incomplete? If yes, Please furnish the name of project and reasons thereof.</p>	<p style="text-align: right;">Yes / No.</p> <p>1. Name of Project : Reasons</p> <p>2. Name of Project : Reasons</p>
27	<p>Were any penalties imposed for delays on the completion of the project? If yes, Please furnish the name of project and reasons thereof.</p>	<p style="text-align: right;">Yes / No.</p> <p>1. Name of Project : Reasons</p> <p>2. Name of Project : Reasons</p>
28	<p>Were there any termination of Contracts by the Employer? If yes, please furnish the details.</p>	<p style="text-align: right;">Yes / No.</p> <p>1. Name of Project : Reasons</p> <p>2. Name of Project : Reasons.</p>
29	<p>Litigation initiated by the Company and against the Company if any?</p>	
	<p>i) Whether cases of litigation proceedings have arisen in your projects during the last three financial years?</p>	<p style="text-align: center;">Yes / No</p>
	<p>ii) If Yes, How many cases of litigation arisen during the last three financial years?</p>	<p style="text-align: center;">Nos.</p>
	<p>iii) Furnish the details of the highest claim of Litigation during the last three financial years. iv) If the Bidder is a multinational company, please furnish the litigation history initiated by the Company and against the company in India, if any</p>	<p style="text-align: center;">Rs.</p>
30	<p>Arbitration :</p>	
	<p>i) Whether cases of arbitration proceedings have arisen in your projects during the last three years?</p>	<p style="text-align: center;">Yes / No</p>
	<p>ii) If Yes, How many cases of arbitration arisen during the last three years. Furnish name of work, name of the Client, cost of work, amount of claim.</p>	<p style="text-align: center;">Nos.</p>
	<p>iii) Furnish the details of the highest claim of arbitration during the last three years.</p>	<p style="text-align: center;">Rs.</p>
31	<p>Details of the Banker</p>	
	<p>Name of the Banker</p>	
	<p>Contact person</p>	
	<p>Office Address</p>	
	<p>Telephone Number</p>	
	<p>Fax Number</p>	

32	Are you a Recipient of any Award in appreciation of your work? If yes, please furnish the details	Yes / No
33	Please give atleast three references of Clients (Engineers, Architects or top Officials of Organisation) for whom you may have executed construction works of importance and similar nature from whom Superintending, Engineer, P.W.D, Building (Construction & Maintenance)Circle can verify	1) Name : Designation : Company : 2) Name : Designation : Company : 3) Name : Designation : Company :
34	Any special information, which you may like to provide.	

Place :
Bidder

Signature of the

Date :
Company

Common seal of the

STATEMENT-B

PERSONNEL TO BE DEPLOYED FOR THE PROJECT

S.No.	Details required	To be filled by Bidder
A	Managerial Level – General	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	
7	Language known	
8	Name two recent works and nature of involvement of the person	
B	Managerial Level – Technical	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	
7	Language known	
8	Name two recent works and nature of involvement of the person	
C	Managerial Level - Administration & Finance	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	

7	Language known	
8	Name two recent works and nature of involvement of the person	
D	Managerial Level - Quality Control and Quality Assurance	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	
7	Language known	
8	Name two recent works and nature of involvement of the person	
E	Managerial Level - Safety Officer & Industrial Relation Officer	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	
7	Language known	
8	Name two recent works and nature of involvement of the person	
F	Managerial Level - Planning	
1	Individual's Name	
2	Age	
3	Qualification	
4	Present position	
5	Professional experience in the similar nature of works.	
6	Years with the Bidder	

7	Language known	
8	Name two recent works and nature of involvement of the person	

Note 1) CV of each of the above key personnel and details of their experience should be included in the submission.

2) Organization Chart (both office and site) specific for this project for all the divisions of work (Main works & Direct Sub works) as an Annexure to this format must be attached.

Place :

Signature of the Bidder

Date :

Common seal of the Company

STATEMENT-C

Financial Information

Sl.No	Description	Details to be filled in by Bidder
A	Annual Turnover in the last five financial years (In INR crores)	
1	Year : April 2006 - to March 2007	
2	Year : April 2007 - to March 2008	
3	Year : April 2008 - to March 2009	
4	Year : April 2009 - to March 2010	
5	Year : April 2010 - to March 2011	
B	Financial Information (In INR Crores)	
I	Year : April 2006 - to March 2007	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
II	Year : April 2007 - to March 2008	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
III	Year : April 2008 - to March 2009	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	

	h. Working Capital	
IV	Year : April 2009 - to March 2010	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
V	Year : April 2010 - to March 2011	
	a. Total assets	
	b. Current assets	
	c. Total Liabilities	
	d. Current Liabilities	
	e. Profits before taxes	
	f. Profits after taxes	
	g. Net worth	
	h. Working Capital	
C	Solvency Certificate (in INR Crores)	
	a. Name of Banker with address	
	b. Date of Certificate	
	c. Amount	
D	Credit facilities available to Bidder – Fund and non-fund based such as Cash Credit, Working capital term loans, LCs and Bank Guarantees – Banker's or Bankers' Letter must be produced - (In INR Crores)	
	a. Name of Banker with address	
	b. Date of Letter of Support	
	c. Amount	
E.	Bidder's Financial resources for this project	
	a. Own resources	
	b. Banker's or Bankers' credits	

F.	a. Approximate total value of on-going works	
	b. Total Value of works to be completed as of now Note: 1) The Bidder should furnish the value of work to be completed as of now along with break-up details of each work. 2) The Bidder has to ensure that the list of works covered in this Performa should be same as the ones listed in STATEMENT - E (List & details of Ongoing works) with Performa of each work.	
G.	Anticipated total value of new works for the next financial year.	

Place :

Signature of Bidder

Official Seal

Date :

Note: Balance sheet, Profit and loss statement, auditor's report etc. duly signed by Chartered Accountant is required to be attached separately

STATEMENT-D**Details of completed works in last five years**

S.No.	Details required	To be filled by the Bidder
1	Name of work	
2	Country and location	
3	Client's name and address	Name: Address :
4	Consultants name and address.	Name : Address :
5	Total tendered cost of work Agreement No. Date	INR Crores Agreement No: Date :
6	Total actual cost of work after completion.	INR Crores
7	Excess / less in percentage.%
8	Explain if Excess / less is higher by 20% of the tendered cost of work.	
9	Date of commencement	
10	Period of completion	
11	Stipulated date of completion	
12	Actual date of completion	
13	Extended by the contractor, if any. Reason for non-completion of work in stipulated time limit / extended time limit, if so furnish details	Yes / No
14	Extension of time granted by the Client, if any. If yes, please specify the reason for extension of time.	Yes / No
15	Brief description of works including principal features and quantities of main items of the work.	
16	Name of Contractor's Engineer in-charge of the Project & Qualifications.	Name : Qualification :

17	Details of specialized work executed under this Contract.	
18	Details of specialized work executed by their own divisions under the Contract	
20	Whether the Programming and planning plan was followed in the form of Pert Chart or Bar Chart?	Yes / No
21	Whether the Quality Control and Quality Assurance function was carried out? If yes, Please give details and copies of quality formats used in anyone project	Yes / No
22	Whether the safety measures were followed? If yes, Please give details.	Yes / No
23	i) Were there any labour strikes? If yes, Please give details.	Yes / No
	ii) Whether corrective action taken immediately?	Yes / No
24	Were there any penalties / fines / stop notice / compensation / liquidated damages imposed during execution of the project? If Yes, Please give amount, details and reason.	Yes / No Amount : Reason :
25	Whether the contract of the work was terminated? If Yes, furnish the details.	Yes / No Name of the Project : Reason :
26	Please specify the details of litigation / arbitration cases, if any, pertaining to works completed. If Yes, furnish the details i.e. Nature of litigation / arbitration. Please furnish whether the litigation is initiated by the Company or against the Company.	Yes / No
27	Attach client's certificate, as may be available (Not below the rank of Director or equivalent)	Yes / No

Date:

Signature of Bidder

Place :

Official Seal

STATEMENT-E

Details of On-Going works

S.No.	Details required	To Be filled by the Bidder
1	Name of work	
2	Country and location	
3	Client's name and address	Name : Address :
4	Consultants name and address.	Name : Address :
5	Total tendered cost of work (Agreement No. and Date)	INR Crores
6	(a) Brief description of works including principal features and quantities of main items of the work.	
7	i) Percentage of physical completion	
	ii) Amount billed for the work completed.	
	iii) Cost of work remaining to be executed as on the date of submission.	
	iv) Stipulated date of completion	
	v) Anticipated date of completion	
8	Name of Contractor's Engineer in-charge of the Project & Qualifications.	Name : Qualification :
9	Details of specialized works under this Contract	
10	Specialized works being executed by their own divisions	
11.a.	Details of the sub-contracted specialized works by the Bidder	

	i) Total value of work sub-contracted.	INR Crores
	ii) Trade-wise value of work sub-contracted.	1.INR..... Crores 2.INR..... Crores. 3.INR..... Crores. 4.INR Crores.
	iii) Trade-wise Name of sub-contractors Use separate sheet for details of such sub-contractors experience, capability, testimonial.	1. 2. 3. 4.
15	i) Were there any labour strikes? If yes, Please give details.	Yes / No
	ii) Whether corrective action taken immediately?	Yes / No
16	Were there any penalties / fines / stop notice / compensation / liquidated damages imposed? If Yes, Please give amount, details and reason.	Yes / No Amount : Reason :
17	Please specify the details of litigation / arbitration cases, if any, pertaining to works ongoing.	Yes / No
18	Attach client's certificate, as may be available (Not below the rank of Director or equivalent)	Yes / No

Place :

Signature of the Bidder

Date :

Official seal

STATEMENT-G

Details of Termination of contract by previous Client in the past, if any

S.No.	Particulars	To Be filled by the Bidder
1	Name of works	
2	Name of the Client	
3	Value of Contract in INR Crores	
4	Period of Contract	
5	Terminated at what stage	
6	Reasons / grounds for termination	
7	Approx. value of work completed at the time of termination in INR Crores	
8	Approx. value of balance work not completed in INR Crores	
9	Remarks	

Place :

Date :

STATEMENT- H

STATUS OF CURRENT LITIGATIONS, IF ANY

The Bidder is required to disclose as part of bid submission all cases filed against the BIDDER in any Court of Law in any country. The BIDDER shall give the information in the following format in separate sheets for each litigation as applicable:

I General Information

- (1) Name of the Petitioner :
- (2) Name of the Court in which case has been admitted. :
- (3) Name / designation of the Presiding Authority of the Court :
- (4) Date of Filing of the case and date of Admittance of the case. :
- (5) Expected date of next hearing :
- (6) Has hearing already commenced? If so, when was the last hearing? :
- (7) Name & Address of the BIDDER'S Counsel :
- (8) Name & Address of the Petitioner's Counsel :
- (9) Current status of the litigation :
- Whether any interim injunction or injunction award has been given. If so, give the details?
- (10) Has any appeal been filed against any interim injunction or such award? :
- (11) Value of litigation / damages claimed / out standings and disputes, as per the Petitioner :
- (12) Any arrest warrant or any property attachment or any insolvency proceedings or any such decree issued against the BIDDER? Give the details. :

II. Financial Value of Dispute / Claim / Damages:

The BIDDER should furnish the sum total of claims / damages involved, on account of the litigations currently in operation.

III. Net Worth: The BIDDERS shall furnish the percentage of the total sum of disputes / litigations / claim, currently under litigation in proportion to the average net worth of the Company for the last three years.

STATEMENT-I

IV. BIDDER'S Legal Status on account of the Litigation:

The BIDDERS shall furnish information whether the litigation in question affects / threatens the fundamental existence / operation of the company (For E.g.: insolvency, decree of criminal nature etc.)

ANNEXURE – ‘A’

CERTIFICATES

Enclose Certificates in support of suitability, technical know how and capability for having successfully completed similar nature of works in the last five years.

Also furnish the following details in the enclosed certificate.

S.No.	Name of Works	Period of Construction	Name of Client / Owner.

Place :

Signature of the Bidder

Date :

Common seal of the Company

Letter of Acceptance

(letterhead paper of the Employer)

_____ [date]

To: _____
[Name and address of the Contractor]

Dear Sirs,

This is to notify you that your Bid dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Bidders] for the Contract Price of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We accept/do not accept that _____ be appointed as the Adjudicator².

We note that as per bid, you do not intend to subcontract any component of work.

[OR]

We note that as per bid, you propose to employ M/s. as sub-contractor for executing

[Delete whichever is not applicable]

You are hereby requested to furnish Performance Security, plus additional security for unbalanced bids in terms of ITB clause 27.5, in the form detailed in Para 31.1 of ITB for an amount of Rs.----- within 21 days of the receipt of this letter of acceptance valid upto 28 days from the date of expiry of Defects Liability Period i.e. upto and sign the contract, failing which action as stated in Para 31.2 of ITB will be taken.

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 4.2[k] and our comments are given in the attachment. You are requested to submit a revised Program including environmental management plan as per Clause 27 of General Conditions of Contract within 14 days of receipt of this letter.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

1 Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

2 To be used only if the Contractor disagrees in his Bid with the Adjudicator proposed by the Employer in the "Instructions to Bidders."

Issue of Notice to proceed with the work

(Letterhead of the Employer)

----- (date)

To

----- (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 31.1 and signing of the contract agreement for the construction of ----- @ a Bid Price of Rs.-----, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer).

Agreement Form

Agreement

This agreement, made the _____ day of _____ 19_____,
between _____ [name and address of Employer]
(hereinafter called "the Employer") of the one part and
_____ [name and address of contractor] (hereinafter called
"the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute Landscape Work of Multi
Traning Facility Buliding For INDIAN INSTITUTE OF TROPICAL METEOROLOGY,DR.HOMI
BHABA ROAD, PASHAN, PUNE-411008. [name and identification number of Contract]
(Hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor
for the execution and completion of such Works and the remedying of any defects therein, at
a contract price of Rs.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Bid;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;

viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor

Conditions of Contract & Contract Data

Conditions of Contract

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Conditions of Contract

A. General

1. Definitions

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

The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

Bill of Quantities means the priced and completed **Bill of Quantities** forming part of the Bid.

Compensation Events are those defined in Clause 44 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1.

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

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

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

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

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

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

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

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

The **Employer** is the party who will employ the Contractor to carry out the Works. In this contract The Managing Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan, Pune. is the Employer

The **Architect shall** mean the Consultants engaged by the Employer. In this case
Archivista Engineering Projects Pvt. Ltd. 201/202 Sai Empire Baner Pune. 45.

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

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

Drawings means the employer's drawings of the works included in the contract and any variations to such drawings given by an Architect.

Party means either employer or contractor.

Country means the country in which the site is located.

Employer's Liabilities means those mentioned in sub clause 11.1.

Force Majeure means an exceptional events or circumstance which is beyond a Party's control, which such Party could not reasonably have provided against before entering in to the contract; which, having arisen, such party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other party.

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

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

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Architect.

The **Start Date** It is the date when Issue of notice to proceed with the work is given to the Contractor shall commence execution of the works.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

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

A **Variation** is an instruction given by the Architect which varies the Works.

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

2. Interpretation

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

2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Bid
- (4) Contract Data
- (5) Conditions of Contract including Special Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of Quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Language and Law

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

4. Engineer's Decisions

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

5. Delegation

5.1 The Architect/Employer may delegate any of his duties and responsibilities to other people except to the Adjudicator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

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

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Architect but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

7.2 The contractor shall not be required to obtain any consent from the employer for:

- a) the sub-contracting of any part of the Works for which the Sub-contractor is named in the contract;
- b) the provision of labour; and
- c) the purchase of materials which are in accordance with the standards specified in the Contract.

Beyond this if the contractor proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Engineer will consider the following before according approval:

- The contractor shall not sub-contract the whole of the Works.
- The contractor shall not sub-contract any part of the Work without prior consent of the Engineer. Any such consent shall not relieve the contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen.
- The Architect should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the Work possess the

experience, qualifications and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.

- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor's liability or obligations under the contract.

(Note: 1. All bidders are expected to indicate clearly in the bid, if they propose sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract. In view of the above, normally no additional sub-contracting should arise during execution of the contract.

2. However, [a] sub contracting for certain specialized elements of the work is not unusual and acceptable for carrying out the works more effectively; but vertical splitting of the works for subcontracting is not acceptable. [b] In any case, proposal for sub-contracting in addition to what was specified in bid and stated in contract agreement will not be acceptable if the value of such additional sub-contracting exceeds 25% of value of work which was to be executed by Contractor without sub-contracting.

3 Assignment of the contract may be acceptable only under exceptional circumstances such as insolvencies/liquidation or merger of companies etc.)

8. Other Contractors

The Contractor should employ only the approved sub contractors.

9. Personnel

9.1 The Contractor shall employ the key personnel named in the STATEMENT – B in Instruction and Information to Bidders (Volume-1).The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

9.2 If the Architect/Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as they directly affect the execution of the Works in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, Landscape war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive, or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks

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

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
- (d) Injury or death of a person working on the site of work. This also includes the supervisory staff employed by the Employer.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for the Architects approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Architect/Employer

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

14. Site Investigation Reports

14.1 The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.(Site Investigation Report is enclosed as Annexure in Technical Specifications- Volume 5)

15. Queries about the Contract Data

15.1 The Engineer will clarify queries on the Contract Data.

16. Contractor to Construct the Works

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings, and as per instructions of an Architect

17. The Works to Be Completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works after fulfilling the contract conditions and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion Date.

18. Approval by the Architect

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Architect and Institute authorities and take approval from the Architect /Institute authorities who are to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Architects approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary Works, are subject to prior approval by the Architect before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site, as per safety norms and Building Code.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

2. The Contractor shall allow the Employer / Engineer / Architect and his / their authorized representative access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall forthwith comply with and duly execute any work as instructed by the Employer / Engineer / Architect. All instructions will be in writing. Instructions if orally given then contractor shall confirm them within seven days from the date of such instructions.

24. Disputes

24.1 If the Contractor believes that a decision taken by the Engineer /Architect was either outside the authority given to the them by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Engineer's / Architect's decision.

25. Procedure for Disputes

25.1 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

25.2 The Adjudicator shall be paid daily at the rate specified in the Contract Data together with reimbursable expenses of the types specified in the Contract Data and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

25.3 The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract in page 21.

26. Replacement of Adjudicator

- 26.1** Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling his functions in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the Contract Data at the request of either party, within 14 days of receipt of such request.

B. Time Control

27. Program

- 27.1** Within the time stated in the Contract Data the Contractor shall submit to the Architect for approval a Program including Environmental Management Plan showing the general methods, arrangements, order, and timing for all the activities in the Works along with monthly cash flow forecast.
- 27.2** An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 27.3** The Contractor shall submit to the Architect /Engineer, for approval, an updated Program at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.
- 27.4** The Architect's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Architect again at any time. A revised Program is to show the effect of Variations and Compensation Events.

28. Extension of the Intended Completion Date

- 28.1** The Employer / Architect shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.
- 29** The Employer / Architect shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

30. Delays Ordered by the Engineer

- 30.1** The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

31. Management Meetings

- 31.1** Either the Employer / Architect or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 31.2** The Employer / Architect shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

32. Early Warning

- 32.1** The Contractor is to warn the Employer / Architect at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price or delay the execution of works. The Employer /Architect may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.
- 32.2** The Contractor shall cooperate with the Employer / Architect in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

33. Identifying Defects

- 33.1** The Architect/Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Architect may instruct the Contractor to search for a Defect and to uncover and test any work that the Architect considers may have a Defect.
- 33.2** The contractor shall permit the Employer's Technical auditor to check the contractor's work and notify the Employer/ Architect and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Architect's responsibility as defined in the Contract Agreement.

34. Tests

- 34.1** The testing of materials shall be carried out by approved laboratories at Contractor's cost and the results will be binding. The test results in original will be sent to the Employer by the laboratory and a copy of the same sent to the Contractor
- If the Architect instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

- 34.3** All construction material is required to be tested according to the frequency and record to be maintained by the contractor

35. Correction of Defects

- 35.1** The Employer/ Architect shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the

Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

35.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified in the Employer/ Architect's notice.

36. Uncorrected Defects

36.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

Note: Where in certain cases, the technical specifications provide for acceptance of works within specified tolerance limits at reduced rates Architect will certify payments to Contractor accordingly.

D. Cost Control

37. Bill of Quantities

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

37.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

38. Changes in the Quantities

38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 10 percent, Architect shall give proper justification to get approval of institute authorities

38.3 If requested by the Architect / Employer, the Contractor shall provide the Architect / Employer with a detailed cost breakdown of any rate in the Bill of Quantities.

39. Variations

39.1 All Variations shall be included in updated Programs produced by the Contractor.

40. Payments for Variations

40.1 The Contractor shall provide the Architect / Employer with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so by the Architect / Employer. The Architect shall assess the quotation, which shall be given within seven days of the request or within any longer period stated by the Employer and before the Variation is ordered.

40.2 If the work in the Variation corresponds with an item description in the Bill of Quantities and if, in the opinion of the Architect / Employer, the quantity of work above the limit stated in Sub Clause 38.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in form of new rates for the relevant items of work.

40.3 If the Contractor's quotation is unreasonable (or if the contractor fails to provide the Architect /Employer with a quotation within a reasonable time specified by the Architect in accordance with Clause 40.1), the Employer may order the Variation and

make a change to the Contract Price which shall be based on Architect's own forecast of the effects of the Variation on the Contractor's costs.

40.4 If the Architect / Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and will be decided on mutually agreed rates.

40.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

41. Cash flow forecasts

41.1 When the Program is updated, the contractor is to provide the Architect / Employer with an updated cash flow forecast.

42. Payment Certificates

2.8 The detailed measurements will be taken for all the works executed by the authorized representatives of the architect and recorded in the measurement books and acceptance for these measurements will be obtained from the contractor. Due check measurement of these measurements will be done as per the procedure in practice.

2.9 Contract bills will be prepared by the contractor's engineers at frequent intervals and submitted to the Employer for making payment.

42.3 The value of work executed shall be determined by the Architect after due check measurement of the quantities claimed as executed by the contractor.

42.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed..

3. The value of work executed shall include the valuation of Variations and Compensation Events as specified in clause 44.

4.

42.6 The Architect/Employer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

43. Payments

43.1 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

2.10 The contractor shall submit his running bills not less than 45 lakhs towards completed work.5% amount will be retain from each running bill, retention amount will be released after defect liability period after certified the work by the PMC, Architect and Institute authorities.

43.3 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

44. Compensation Events

44.1 The following are Compensation Events unless they are caused by the Contractor:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Architect / Employer order a delay or does not issue drawings, specifications or instructions required for execution of works on time.

- (c) The effect on the Contractor of any of the Employer's Risks.
- (d) The Architect / Employer unreasonably delays issuing a Certificate of Completion.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Architect / Engineer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Architect / Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Architect / Employer shall adjust the Contract Price based on Architect's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

44.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

45. Tax

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of all taxes and duties that the Contractor will have to pay for the performance of this Contract.

46. Currencies

46.1 All payments shall be made in Indian Rupees.

47. Price Adjustment

47.1 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

48. Retention

48.1 5% of value of total work done which will be released after defect liability period of twelve month from the date of handover of site with clearance of institute.

49. Time is the essence of the work. All the works shall have to be completed within the stipulate time from the date of LOI (Appendix-A).If the work is not completed within the aforesaid period the contractor shall pay the owners liquidated damages of 1.0% of the balance work value per week subject to a maximum of 10% of value of work order in case of delays beyond the accepted completion period for reasons solely attributed to him.

50. Works during Night

50.1 The Performance Security shall be provided to the Employer not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The Performance Security shall be valid until the date 7 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until the date 7 days from the date of issue of the certificate of completion.

51. Works during Night

If it is essential to execute the work during night hours prior approval of the Employer has to be obtained.

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

53. Completion

53.1 The Contractor shall request the Architect /Employer to issue a Certificate of Completion of the Works and the Employer / Architect will do so upon deciding that the Work is completed.

54. Taking Over

54.1 The Employer shall take over the Site and the Works within seven days of the Architect issuing a certificate of Completion.

55. Final Account

55.1 The final bill will be settled after Testing and commissioning of all the items of work contemplated in the agreement to the satisfaction of the engineer and taking over of the building by the Architect/Employer.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Architect's approval, the Architect shall withhold the amount stated in the Contract Data from payments due to the Contractor.

57. Termination

57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

57.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 14 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Architect;
- (b) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Architect/Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Architect/Employer;
- (d) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (e) if the Contractor, in the judgment of the employer has engaged in fraud and corruption, as defined in GCC Clause 63, in competing for or in executing the Contract.

57.3 When either party to the Contract gives notice of a breach of contract to the Architect for a cause other than those listed under Sub Clause 59.2 above, the Architect shall decide whether the breach is fundamental or not.

57.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

57.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Architect/Employer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

58.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Architect shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

59. Property

59.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer shall

certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

61. Fraud and Corruption

- 61.1** The Employer requires the Contractors and suppliers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with employer designed to establish bid prices at artificial, non competitive levels; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will cancel the contract if it determines at any time that representatives of the contractors engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the taken timely and appropriate action satisfactory to the satisfaction of the Employer to remedy the situation;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, contract; and
 - (e) will have the right to require that Contractors to permit the Employer to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Employer.

F. Special Conditions of Contract

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Architect/Employer, deliver to the Architect/Employer a return in detail, in such form and at such intervals as the Architect/Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Architect/Employer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

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

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

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

(The law as current on the date of bid opening will apply)

- a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

- g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/-per month or less. The bonus to be paid to employees getting Rs.2500/-per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- j) Industrial Disputes Act 1947: The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from Landscape and criminal liabilities.
- m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(iv) ARBITRATION (GCC Clause 25.3)

If the decision of the Adjudicator as described in clause 25 is not acceptable , then the disputes can be referred to the Arbitrator.

The procedure for arbitration will be as follows :

- 25.3 (a) In case of Dispute or difference arising between the Employer and a domestic contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Dispute Resolution (India).
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the * Indian Council of Arbitration/President of the Institution of Engineers (India) shall appoint the arbitrator. A certified copy of the order of the *Indian Council of Arbitration /President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.
- (c) Arbitration proceedings shall be held at **Pune**, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings.

5. PROTECTION OF ENVIRONMENT:

Add the following as GCC Clause 16.2:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be

passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below :

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.

6) Supply of materials:

- a) The successful Bidder should make his own arrangement to obtain / import all materials required for the work.
- b) The Work shall be carried out using high quality materials and products from good source and reputed manufacturer respectively. The Bidder / contractor shall furnish the details of sources and manufacturers of materials and products, which they intend to use in the Work if their tender is acceptable.
- c) Quality assurance should be strictly adhered to. All materials are subject to inspection and approval of the Employer/Architect before use in the Work. All Work carried out and materials supplied shall conform to relevant latest Indian Standard Specification.
- d) The Contractor shall furnish the Employer for approval adequate samples of all materials to be used in Work and to permit tests and examinations thereof. All materials used in the Work shall be strictly as per approved samples and approved make.
- e) All mock ups / finishes / quality shall be approved by Employer/Architect.
- f) All materials which are rejected shall be forthwith removed from the site.

7) Water & Power:

- The rate quoted by the Contractor shall include expenditure for providing all the water required for the Landscape construction work as well as that of Direct Sub Contractors and the Contractor shall make his own arrangements for the supply of good quality water, including obtaining Municipal connection for his labour as well as for construction purpose, and all charges for water shall be borne by him. If Municipal water is not available and should it become necessary for the Contractor to bring acceptable quality water from outside by tankers, the Employer shall not be liable to pay any charges in connection therewith including charges for periodic testing of the water of such sources for its suitability before use on works.
- The rate quoted in the tender shall also include electric consumption charges for power required for the Landscape construction work as well as that of Sub-Contractor and the Contractor shall have to make his own arrangements to obtain power connections and maintain at his own expense an efficient service of electric light and power and shall pay for the electricity consumed. . The Employer, as well as the Architect, shall give all possible assistance to the Contractor to obtain the requisite permission from the various Authorities, but the responsibility for obtaining the same shall be that of the Contractor. Any shortfall in quantum of electric power from local electric company's supply shall be made up by necessary captive generators at site which the Contractor shall install at site. All charges connected with installing, running and maintaining of the generators, including all statutory approvals shall be borne by the Contractor.
- The Contractor shall also be responsible to supply water and electricity to all other agencies directly engaged by him such as Direct Sub-contractors etc. free and without levying any charge.
- If no such facility is available at the site of work and if available and found inadequate, it shall be the responsibility of the Contractor to make his own arrangement for obtaining water and power at his cost. The Contractor's responsibility also cover supply of adequate quantity of water and power for testing and commissioning of all his Direct sub-Contractors' works..
- e) All Municipal service charges or fees, for drainage and water connection for construction purposes shall be borne by the Contractor and if any, payable for permanent connections shall be initially paid by the Contractor and the Employer will reimburse the amount on production of official receipts.
- f) Electric supply connection deposits, improvement or development charges for the permanent supply will be paid by the Employer to the Electric supply authority. It is the responsibility of the Contractor to apply in time and follow up with respective authorities to obtain all permanent service connections.

10) RECORD DRAWINGS

The Landscape Contractor shall make accurate records of those parts of the Works which will become hidden by further progress, as may be directed by the Architect. Such records shall be checked and verified by the Architect while the work is open for inspection. Records shall be entered by the Landscape Contractor on prints of drawings which will be made available to him for this purpose, amplified by him with supplementary dimensioned sketches and handed to the Architect as soon as practicable. All costs and expenses in connection therewith shall be borne by the Contractor.

11) Permission from Statutory Body:

Permission required to be obtained from local Government and connected bodies for establishing the site office and executing the work shall be Bidder's responsibility.

12) Insurance:

The **Contractor** shall be responsible for any injury to persons, animals or things and for all structural damage to property which may arise from the operation or neglect of himself and or any nominated Direct Sub-Contractors, or Direct Sub-Contractors / Contractor's Employees and or third party whether such injury or damage arising from carelessness, accident or any other cause whatsoever, in any way connected with the execution of work.

The cover taken by the **Contractor** towards Third Party Liability shall be for a value of Rs. 5 Lakhs (Rupees Five Lakhs only) for a single event and there shall be no upper limit on the number of such events. The Bidders are expected to include all the charges towards taking all insurance cover, charges towards premia etc., in the quoted rates and no extras / claims shall be entertained on account of the Bidders' failure to comply with this requirement.

The **Contractor** shall take required insurance cover with an approved insurance company and deposit the policy with the Owner well before commencement of work

13) Joint Inspection

Employer's / Architect representatives' shall conduct a joint inspection with the Contractors' authorized representative at every stage of the work, immediately upon completion of such stage of works. The purpose of the joint inspection is to observe and record any deviations from the specified tolerances / levels, plumb or any quality defects or any such issues which require immediate attention / action from the Landscape Contractor to make good or rectify such defects or observations jointly recorded. Such joint inspections can be held at any time as deemed fit and shall be binding on the Contractor to act upon and implement without any extra cost the directions arising out of such joint inspections. Failure / delay in holding such joint inspections shall not absolve the **Landscape** Contractor from his responsibilities to rectify any defects which may be subsequently noticed at any time after the respective stages of work.

14) Photographs and Video Cassettes:

The Contractor shall take photos and video from the locations approved by the / Architect to show the progress of work at weekly intervals throughout the construction period and furnish photographs and video cassettes of required duration duly indicating there in the specified number of negative / prints affixed in albums. Each photograph shall be marked with the description of the photograph and location from which it was taken.

The ownership and copy right of all photographs and negatives shall be vested in the Employer and are not to be used without his permission under any circumstances. Negatives and prints shall be handed over to the Architect monthly.

15) Fire Protection during Construction

Provide and keep in working order adequate firefighting equipment for emergency use.

16) Schedule Of Quantities and Technical Specifications

In case of conflict between item description in "Bill of Quantities" and "Technical specifications" the following priority shall govern:

- Bill of Quantities & Preamble
- Technical Specifications
- IS Code
- Equivalent BS Codes
- Other codes

17) DOCUMENTATION :

The contractor shall submit the All guarantee certificates and documents applicable to any item before submission of Final Bill :

- a) As – built drawings for all buildings and structures.
- b) Guarantee for Anti-termite treatment work

Any other Material and work inspection reports called for by Employer /Architects as found necessary.

Additional Special Conditions

- 3** CONTRACTOR to provide supervisor for each work group / area.
- 4** All Employees of the CONTRACTOR shall wear badge showing name, profession, date of training, work order no., work description, valid from _____ to _____ , name of the Contractor, name of supervisor.
- 5** Welding transformer, if any brought to the site, shall have a valid test certificate
- 6** CONTRACTOR should provide detailed plan of material handling during time of contract. Material - manual handling shall conform to State Regulations.
- 7** Pre-commissioning test report shall be provided for all electrical systems. Including cables, wire, motors, transformers, voltage stabilizers.
- 8** All rotating and moving parts with a nip must be guarded, such that even a little finger cannot come in contact with any moving part.
- 9** Section 32 of the Factory Act regarding ladders, platforms/stairs and scaffolding to be followed strictly. (For e.g. Ladders should have uniform step height of not over 300mm. All fixed ladders to have railings at a height of 910-1050mm. Ladders over 3m height to be roped.)
- 10** All portable ladders shall be of aluminium with rubber shoes and flat treads as per IS3696 part 2 (1991) except where these could come in contact with live electrical. In such situations, only carbon fiber or insulated ladders to be used. Wooden and Bamboo ladders are not to be used. Portable ladders to be stored in a place where it is easily accessible.
- 11** All platforms, walkways to have toe-boards of 100 to 150mm and hand rails at a height of 910mm to 1150mm. A spring returns bar gate to be provided at every access to the ladder.
- 12** All scaffolds to be of metallic construction and conform to IS2750-1964. Safe access by means of stairway to be provided if the height is more than 4m. Working platform with handrails at a height of 910mm to 1150mm and toe boards of 100-150mm to be provided.
- 13** Methods statement to be produced for all high risk activities (including risk assessment of critical activities). Approximate PPE usage for all critical activities to be compiled with.
- 14** Lifting gears, tools and tackles and equipment like cranes shall conform to requirements of section 28 and 29 of the Factory Act.
- 15** Noise level at 1 Mtr. distance from the equipment should not exceed the level indicated elsewhere in the specification.
Any further clarification on Environment, Health and Safety guidelines can be sought from unit, Environment Health and Safety Manager and Employer's guidelines on EHS.

**Signature of Tenderer
With Date and Seal**

CONTRACT DATA

Contract Data

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	Clause Reference
· The Schedule of Operating and Maintenance Manuals	[58]
· The Schedule of Sub Contractors	[7]
· The Schedule of Key Personnel	[9]
· The Methodology and Program of Construction & Environmental Management Plan	[27]
· The Schedule of Key and Critical equipment to be deployed on the work as per agreed program of construction	[27]
· Site Investigation reports	[14]

The Employer is

Name: **The Director,
Indian Institute of Tropical Meteorology** (1.1)
Address: **Dr. Homi Bhabha Road, NCL post, Pashan ,Pune.**

The Architect is (1.1)

Name: Archivista Engineering Projects Pvt. Ltd.
Address: 201/202 Sai Empire Baner Pune-45

The Adjudicator appointed jointly by the Employer and Contractor is:

Name (1.1)

Address :

The name and identification number of the Contract is

The Works consist of-Landscape Work for Multi Training Facility Building for Indian Institute of Tropical Meteorology. Dr. Homi Bhabha Road, NCL post, Pashan, Pune. The work consists of Landscape Work for Multi Training Facility Building from their own organization.

The Start Date shall be the date of receipt of L.O.I. (1.1)

The Completion period for the work is 30 days from the receipt date of L.O.I.
[17, 28]

The following documents also form part of the Contract:

[2.3]

9. Agreement

10. Letter of Acceptance, notice to proceed with the works

(3) Contractor's Bid

(4) Contract Data

(5) Conditions of Contract including Special Conditions of Contract .

(6) Specifications

(7) Drawings

(8) Bill of Quantities

The Contractor shall submit a revised Program including Environmental Management Plan for the Works (in such form and detail as the engineer shall reasonably prescribe) within 15 days of delivery of the Letter of Acceptance. [27]

The Site Possession Dates shall be: 7 days from signing of agreement [21]

The Site is located at Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune.

The Defects Liability Period is 365 days from the date of certification of completion of works. (where sectional completion certificate is issued this will apply from those dates for those sections). [35]

The period between Program updates shall be 15 days.

[27]

The language of the Contract documents is English

[3]

The law which applies to the Contract is the laws of Union of India

[3]

The currency of the Contract is Indian Rupees.

[46]

Fees and types of reimbursable expenses to be paid to the Adjudicator [25]
Rs. 2000/- per day plus conveyance of Rs. 250/- per day.

Appointing Authority for the Adjudicator: - THE DIRECTOR

Indian Institute of Tropical Meteorology
Dr. Homi Bhabha Road, NCL post, Pashan ,Pune.

The proportion of payments retained (retention money) shall be 5 % from each bill Subject to a maximum of 5% of final contract price [48]

The liquidity damages.-clause 49

The amounts of the advance payment are:

[51]

<u>Nature of Advance</u>	<u>Amount (Rs.)</u>	<u>Conditions to be fulfilled</u>
1. Mobilization advance for Plant Machinery and	No Mobilization advance.	

Equipment

2. Secured advance
for non- perishable
materials brought
to site No secured advance.

The Securities shall be for the following minimum amounts equivalent as a percentage of the Contract Price: [52]

Performance Security for 5 per cent of contract price [*in terms of ITB Clause 27.5*].

The standard form of Performance Security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

The date by which operating and maintenance manuals are required is within 14 days of issue of certificate of completion of whole or section of the work, as the case may be. [58]

The date by which "as-built" drawings (in scale ...) in 2 sets are required is within 14 days of issue of certificate of completion of whole or section of the work, as the case may be. [58]

The amount to be withheld for failing to supply "as built" drawings and/or operating and maintenance manuals
[58]

The following events shall also be fundamental breach of contract: [59.2]

The Contractor has contravened Sub-clause 7 of GCC read with SCC and Clause 9.0 of GCC

The contractor does not adhere to the agreed construction program and agreed environmental management plan (Clause 27 of GCC) and also fails to take satisfactory remedial action as per agreements reached in the management meetings (Clause 31) for a period of 60 days.

3 The contractor fails to carry out of the instructions of Engineer Within a reasonable time determined by the Engineer in accordance with GCC Clause 16.1 and 23.1.

[60]

FORMS OF SECURITIES

Forms of Securities

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

- | | |
|-----------------|---|
| Annex A: | Bid Security (Bank Guarantee) |
| Annex B: | Performance Bank Guarantee |
| Annex C: | Performance Bank Guarantee for Unbalanced Items |
| Annex D: | Bank Guarantee for Advance Payment |

Annexure A

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the furnishing of A New Building office building for Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune.(hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] having our registered office at _____ (hereinafter called "the Bank") are bound unto The Director Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune, India.* (hereinafter called "the Employer") in the sum of _____¹ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2008_____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27 of Instruction to Bidders;

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

This Guarantee will remain in force up to and including the date _____² days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders.245 days after the end of the validity period of the Bid.

Annexure B

PERFORMANCE BANK GUARANTEE

To: The Director Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan, Pune, India.

WHEREAS _____ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Landscape Work for Multi Training Facility Building for Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of guarantee*]¹ _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until (i.e.) 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

- An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

Annexure C

PERFORMANCE BANK GUARANTEE (for unbalanced items)

To:
 THE DIRECTOR, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune, India.

WHEREAS _____ [*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Landscape Work For Multi Training Facility Building For Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune, (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [*amount of guarantee*] ¹ _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of guarantee*]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

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

This guarantee shall be valid until (i.e.) 28 days from the date of issue of the certificate of completion of works.

Signature and seal of the guarantor _____
 Name of Bank _____
 Address _____
 Date _____

-
- 1 An amount shall be inserted by the Guarantor, representing additional security for unbalanced Bids, if any and denominated in Indian Rupees.

Annexure D

BANK GUARANTEE FOR ADVANCE PAYMENT

To:
The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune,India.

Landscape Work For Multi Training Facility Building for Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune,India

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 51.1 ("Advance Payment") of the above-mentioned Contract, _____ [*name and address of Contractor*] (hereinafter called "the Contractor") shall deposit with The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune,India , Maharashtra, India. a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [*amount of guarantee*]
¹ _____ [*in words*].

We, the _____ [*bank or financial institution*], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to The Director Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune,Maharashtra, India. on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ [*amount of guarantee*]¹ _____ [*in words*].

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between The Director Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune, Maharashtra, India. and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until The Director Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, NCL post, Pashan ,Pune, Maharashtra, India. receives full repayment of the same amount from the Contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

- 1 An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

SECTION V SPECIFICATIONS OF LANDSCAPE WORKS

A.SCOPE OF WORK OF THE LANDSCAPE CONTRACTOR

1. The landscape contractor will be provided with the existing ground available for landscape works.
2. All cost, wages of workers, equipment required for development of work will be born by the landscape contractor.
3. Electricity will be provided to the landscape contractor on chargeable basis.
4. The client will provide source of water at one point.
5. The landscape contractor shall provide experienced labour, all necessary equipments- with their maintenance, and materials to complete the job as specified herein.
6. In event of, any damage caused during the course of landscape work, to the electrical wiring, plumbing, paving or any such existing work or objects on site, the landscape contractor will make good, damage immediately, at his own expense and till the satisfaction of the client.
7. In case of any modification recurred in the proposed work on site, the landscape contractor shall bring it to the notice of the client and the landscape architect.
8. The landscape contractor will attend fortnightly meetings during the course of work as and when scheduled without fail, in addition to carrying out daily visit required for carrying out the work.
9. The landscape contractor shall take responsibility of the security and safety of the material, equipments and labour on site during execution.
10. The landscape contractor may before tendering, inspect the Site or otherwise make himself aware with the extent of the Contracts Works, the Site conditions, and all local conditions and restrictions likely to affect the execution of the work.
11. The Landscape contractor shall not cause any nuisance to the client during execution of landscape work.
12. The landscape contractor shall use water and electricity efficiently and shall dose all the taps and electrical switches before leaving the site every day, during the execution of landscape works.
13. The landscape contractor shall clean the site in all respects including removal of
14. The landscape contractor shall complete the job in the given time and as per the as per the specifications by providing sufficient labour and equipment.
15. The landscape contractor shall carry out work on site after the sun set and on Saturday evenings and Sundays unless otherwise specified/ allowed.
16. The landscape contractor shall take the responsibility of unloading the material, placing it at a proper identified position on site. The landscape contractor shall make necessary arrangements for the same on the site prior to unloading.
17. The landscape contractor shall place the unloaded plant species at a secured location on site.
18. The landscape contractor shall check the number, specifications and condition of the plant species unloaded as per the schedule of plants.
19. Workers/ labour of the landscape contractor will not be allowed to stay in any part of the site and the landscape contractor shall make the arrangements independently.

20. Watering the plants and the lawn regularly shall be the responsibility of the landscape contractor. Necessary labour, equipment, material for the same shall be arranged and managed by the landscape contractor.
21. Necessary arrangements shall be made by the landscape contractor for storing and securing the materials on site during execution.

B. ELECTRICAL WORK, IRRIGATION AND CIVIL WORK

1. All services related to outdoor electrical, irrigation and civil work shall be executed by the landscape contractor prior them to laying of the planting soil.
2. All labour, electrical fixtures, wiring, irrigation material, equipments, etc., necessary to complete the job shall be provided by the landscape contractor.
3. The electrical fixtures and the irrigation system shall be of standard make and the contractor shall get them approved from the client as and when required.
4. The landscape contractor shall carry out necessary civil work required as specified before laying the planting soil.
5. The landscape contractor shall check all the levels of the services in relation to the proposed finished surface levels.
6. Excavation in soil, sand or gravel, soft and hard murum/ filling of the soil, shall be carried out by the landscape contractor with his own labour and tools necessary for operation.

C. EXCAVATION AND PREPARATION OF GROUND FOR PLANTING

1. Each tree shall be planted in position as shown on plan, in the pits measuring at least 900mm x 900mm x 900mm
2. Each shrub and creeper shall be planted in position in the pits measuring at least 600mm x 600mm
3. Each ground cover shall be planted in position in the planting beds of minimum depth 300 mm.
4. Hedge shall be planted in a trench of size 600mm wide and 600mm deep.
5. All seasonal herbaceous, annuals and perennials shall be planted after the 600mm excavation.
6. For lawns, entire area shall be dug up to min 750mm and shall be filled with brick bat pieces of good quality before laying the planting soil to the final grade.
7. For aquatic species, planting requirements shall be executed as necessary.
8. Excavation in soil, sand or gravel, soft and hard murum/ filling of the soil, shall be carried out by the landscape contractor with his own labour and tools necessary for operation.
9. The landscape contractor shall prepare the ground for plantation with required grading, level and slope.
10. All pits and pots prepared for planting shall be filled with specified soil mixture.

D. PLANT MATERIAL

- A. The landscape contractor shall supply species as specified in the schedule of plants.
- B. All plant species are to be supplied in varieties as per the specified schedule of plants.
- C. All species are to be well formed, healthy, transplanted or pot grown with vigorous sound roots true to type.
- D. Species, which do not meet the specifications, will be rejected by the Landscape Architect.
- E. The contractor shall convey the non-availability of any species /non-availability of its specified size/ height, if any to the Landscape Architect, and shall not replace any specie without informing the landscape consultant in writing to IITM and to the Landscape Architect.

E. SOIL MIXTURE FOR PLANTING

1. The entire planting shall be done in refilled pits or trenches or pots containing a well mixed composition of the following ingredients:
 - a. Planting soil (poita)- 3parts
 - b. Organic manure-1 part
2. Planting soil shall be loamy, properly screened of granules, to suit the type of plants, containing adequate humus; free from weeds, stones, pebbles.
3. The contractor shall use only good quality organic manure for supplementing of plant Nutrients and bio-pesticides for insects and pest management except in emergency use.
4. List and approximate quantity of the material for the composition of soil mixture used, shall be given by the landscape contractor.
5. In case of presence of black cotton soil on site, 4" thick layer of brick bat or soft murum-shall be laid to slope of 2% before laying planting soil.
6. The stacking of organic manure and planting soil shall be done in a protected location and the downloading of soil shall be done as close as possible to the plating location.
7. The remaining soil if any after plantation shall be stacked properly in protected location.

F. PLANTING OF LAWN

1. Planting of all species shall be done after getting the lineout on site approved by the Landscape Architect by placing the plants at their respective locations as per the planting plan.
2. The positioning, location and pattern of planting to be approved by the Landscape Architect.
3. In case of presence of black cotton soil on site, 4" thick layer of brick bat or soft murum-shall be laid to slope of 2% before laying the specified depth of planting soil.
4. The cultivation of lawn shall consist of excavation of the area, refilling with soil mixture over 100 mm thick brick bat which shall be supplied and spread by the landscape contractor.
5. The soil mixture shall be laid to proper slopes (minimum 2%) for surface drainage. The soil shall be properly raked and watered thoroughly before dibbling the lawn,
6. Planting of lawn of specified type shall be of good quality rooted grass and shall be planted by dibbling method.
7. The lawn shall be maintained and the gaps shall be repaired till it gets a uniform carpet.
8. The landscape contractor shall be required to do proper top dressing, rolling and

Periodically hand cutting or machine mowing during the defects liability period in order to maintain the lawn in perfect condition.

9. The landscape contractor shall establish the lawn to its required level, shape, slope and proper state, till it gets established for the next one year of defects liability period. He shall replace/ reestablish the damaged or un-grown patches as required from time to time.

G. MISCELANEOUS

1. Each tree shall be secured erect with minimum three numbers of stout / straight stakes with average diameter 50mm; these stakes shall be of soft wood or bamboo and should have a clear height of 6feet above the ground and 2 feet below the ground. They shall remain in position till the tree gets established to its proper position, till the completion of defects liability period
2. One of the stakes shall be driven in to the hole before the tree is planted and the tree is secured to the bottom of the branch.
3. The rest tie shall be secured loosely to a tree as high of the stake as practicable.
4. The tree/ shrub pits shall be refilled with soil mixture after planting is done.
5. The shrubs shall be supported if necessary with diagonally driven sticks.
6. Necessary clipping and support shall be provided for creepers.
7. Pruning the branches of existing trees on site shall be done as specified and applying a solution for stopping the irregular growth of the cut branch.
8. Repotting/ shifting the existing shrubs shall be done to their specified location.
9. Planted plots shall be placed to the required location.
10. The procured pebbles shall be of uniform size, colour and shape as specifies, and shall be washed with clean water before placing on the required position.
11. The landscape contractor shall protect the species (which are stored and planted) from coming in contact with civil construction materials such as cement, acids, colours, etc..
12. Watering and taking care of the planted species including lawn till they get established in place, ensuring the proper positioning of supports, de-weeding, cleaning of site due to planting work, shall be carried out by the landscape contractor on daily basis.

H. DEFECTS LIABILITY PERIOD

1. The defects liability period will be for **one year** after the virtual completion of work which is handing over of the site to the client. On start of the defect liability period contractor has to provide **free maintenance for 6 months**.
2. Defects liability period will commence only after obtaining a certificate from the client, confirming the virtual completion of the landscape work.
3. Within the defects liability period, any dead/ damaged species/ lawn, shall be replaced
and any fault in electrical/ irrigation work shall be repaired by the landscape contractor.
4. For virtual completion of the work, the landscape shall give in writing, the date of handing over.
5. The Landscape contractor shall visit the work periodically within the defects liability period after handing over the site.

1. MAINTENANCE

1. The annual maintenance contract period shall start at the end of the defects liability period for the Contractor.
[Note: The Contractor shall submit their quote for 1st, 2nd and 3rd Year towards annual maintenance contract separately the decision on commencement of annual maintenance contract after defect liability period will be taken by the client in due course on need basis.]
2. Scope and conditions for Maintenance contract for landscape works will be decided by the IITM; therefore the tenderer shall submit the quote separately which includes the following:
 - a. Maintenance cost with cost of labour, material, equipment, expertise, site visits
 - b. Taking care of labour and equipment on site
 - c. Providing full time Gardener on site on daily basis for specified hours dedicated to the specified area as per contract
 - d. List of works covered/ scope of work-
 - i. Maintenance includes maintenance of species, lawn, electrical work and irrigation work
 - ii. Watering the plants on daily basis
 - iii. De-weeding
 - iv. Reestablishing damaged lawn patches
 - v. Maintaining water saucer around the planted trees
 - vi. Maintaining the coco-pi4-sheets to proper position on soil slopes
 - vii. Periodically Enhancing the soil with organic manure
 - viii. Providing and maintaining supports to creepers
 - ix. Diseases and pest control for planted species and supplying required material for the same
 - x. Cleaning of pathways in case of spilling over of planting soil
 - xi. Period of maintenance contract one year

J. CRITERIA FOR SELECTION OF THE HORTICULTURE CONTRACTOR

- a. The contractor should have completed works of similar scale and magnitude in last 5 years.
- b. The contractor should have technical knowhow and site supervisors who can read the Landscape Architect's Drawings.
- c. The contractor should have submitted appreciation letters for successful completion and maintenance of landscape work, received from at least two clients.
- d. The contractors should have experience in the field of execution of landscape projects at least of five years.
- e. The contractor having their own plant nursery set up shall be preferred,
- f. The contractor should have excellent infrastructure in terms of labour, equipment, transport facility and trained experienced malls / gardeners.
- g. The final selection of the contractor shall be done by the selection committee of IITM, on inspecting the profile and the past works completed by the contractor, who has submitted the completed tender document.

(TECHNICAL SPECIFICATION)

LANDSCAPE

SPECIFICATION FOR LANDSCAPING & HORTICULTURE

1.01 BASE PREPARATION:

Base preparation (up to 6inch thick from the existing ground level) shall be carried out in **any type of soil**, murum (soft or hard), soft rock, boulders, old foundations, concrete, asphalt or stone paved surface, old masonry, or concrete all type of debris, all type of weeds. The contractor shall do the **removal of all unwanted material including the surplus material and disposal of the same.**

1.02 DIGGING OF PITS:

Tree pits shall be dug a minimum of three weeks prior to back filling. While digging the pits the topsoil up to the depth of 300 mm or as found. May be kept aside if found good (depending upon site 'condition), and mixed with the rest of the soil. **If terrain is rocky the digging pits shall be considered and appropriate arrangement shall be made.**

If the soil is bad below, it shall be replaced with the soil mixture as specified further herein. If the soil is normal it shall be mixed with manure; river sand shall be added to the soil if it is heavy.

The bottom of the pit shall be forked to break up the subsoil.

1.03 BACKFILLING:

The soil is back filled, **watered thorough and gently pressed down**, a day previous to planting to make sure that it may **not further settle down** after planting. The soil shall be pressed down firmly **by treading it down**, leaving a shallow depression all round for watering.

1.04 PLANTING:

No tree pits shall be dug until final tree positions have been pegged out for approval.

Care shall be taken that the plant sapling when planted is not buried deeper than in the nursery or in the pot.

Planting should be carried out in well-watered soil. It is most important to plant trees at the original soil depth: the soil mark on the stem is an indication of this and it should be maintained on the finished level allowing for setting of the soil after planting. **All plastic and other imperishable containers** should be removed before planting. Any broken or damaged roots should be cut back to sound growth.

The bottom of planting pit should be covered with 50mm to 75mm of soil. Bare roots should be spread evenly in the planting pit, a small mound in the center of the pit on which the roots are placed will aid an even spread. Soil should be placed around the roots, gently snaking the tree to allow the soil particles to shift into the root system to ensure close contact with all roots and to prevent air pockets. Backfill soil should be firmed as **filling proceeds layer-by-layer**, care being taken to avoid damaging the roots. Organic material should be applied, according to soil requirements.

1.05 STACKING:

Newly planted trees must be held firmly although not rigidly by stacking to prevent a pocket forming around the stem and newly formed fibrous roots being broken by mechanical pulling as the tree rocks.

Methods:

The main methods of staking shall be:

- a. Single vertical stake **900 mm longer than** the clear stem of the tree, driven 600mm to 800 mm into the soil or as desired as per site condition.
- b. **Two stake** as above driven firmly on either side of the tree with a crossbar to which the stem is attached. Suitable for bare rooted or balled material.
- c. A single stake driven in at an angle of 45 degrees and leaning towards the prevailing wind, the stem just below the lowest branch being attached to the stake. Suitable for small bare rooted or balled material.
- d. For plant material 3 m to 4.5 m high with a single stem a three-wire adjustable guy system may be used in exposed situations.

The end of stake should be pointed and the lower 1 m to 1.20 m should be coated with a non-injurious wood preservative allowing at least 150 mm above ground level.

1.06 TYING:

Each tree should be firmly secured to the stake so as to prevent excessive movement. Abrasion must be avoided by using a buffer, rubber or Hessian, between the tree and stake. The tree should be secured at a point just below its lowest branch, and also just above ground level; normally two ties should be used for each tree. These should be adjusted or replaced to allow for growth.

1.07 WATERING:

The contractor shall allow for the adequate watering in all newly planted trees and shrubs immediately after planting and he shall during the following growing season, keep the plant material well watered.

All shrubs, which are supplied pot grown, shall be well soaked prior to planting.

Watering in and subsequent frequent watering of summer planted container grown plants is essential.

1.08 SHRUBS PLANTING IN PLANTERS AND BEDS

All areas to be planted with shrubs shall be trenched to a **depth of 450 mm**. Tall shrubs may need staking, which shall be provided if approved by the Landscape Architect, depending upon the conditions of individual plant specimen shrubs and ground cover shrubs in beds and planters. Positions of shrubs to be planted shall be marked out in accordance with the Planting Plan. Shrubs are set out; **precautions should be taken to prevent roots drying**. Planting holes 45 cm dia . And 45 cm deep should be excavated for longer shrubs. Polythene and other non-perishable containers should be removed and any badly damaged roots carefully pruned. The shrubs should then be set in holes so that the soil level, after settlement, will be at the original soil mark on the stem of the shrub. The hole should be backfilled to half its depth and firmed by treading. The remainder of the soil can then be returned and again filled by treading.

1.09 PLANTING LAWN

1.09.1 Preparation

During period prior to planting, the ground shall be maintained free from weeds.

Grading and final leveling of the lawn shall be completed **at least three weeks prior to the actual sowing**. Regular watering shall be continued until sowing by dividing the lawn area into portion of **approximately 5 mts square**. At the time of actual planting of grass, it shall be ensured that the soil has completely settled.

1.09.2 Laying Of Grass:

Lawn suckers (Blue Grass approved by the landscape architect) shall be obtained from a grass patch, seen and approved before hand.

The lawn suckers stock received at site shall be manually cleaned of all weeds and water sprayed over the same after keeping the stock in a place protected from the sun and dry winds.

The stock received at site may be **stored for a maximum of one day**. In case grassing for some areas is scheduled for a later date fresh stock of grass roots shall be ordered and obtained.

The **approved species** of ready grass sheets must be laid mats spaced in such a way that any voids or gaps virtually do not exist between them. Any weeds or termites in soil must be eradicated before their placements. The rate of growth must be fast so as to ensure its guarantee of quality material when laid according to specification. Bed preparation includes spreading of well-decomposed farmyard manure, red earth, sand, leveling and final contouring and **termite control**.

1.09.3 Execution:

The lawn suckers shall be planted by dibbling method in staggered fashion at 3" c/c and cut only whenever it is necessary and maintain the top level same. Grass areas will only be accepted as reaching practical completion when germination has proved satisfactory and all weeds have been removed.

1.09.4 Maintenance:

As soon as the grass is approximately **an inch high, it shall be rolled** with a light wooden roller in fine, dry weather and when it has grown to 2 to 3 inches above the ground, weeds must be removed and regular cutting with the scythe and rolling must be begun. A top dressing of well-decomposed well-broken sludge manure will help on the young grass. The scythe must continue to be used for several months until the grass is sufficiently secure in the ground to bear the mowing machine. It should be possible to use the inch above the normal level for the first two or three cuttings. That is today the grass should be cut so that it is from 1 to 2 inches in length instead of the ½ to ¾ of an inch necessary for mature grass.

In the absence of rain the lawn shall be **watered every ten days heavily**, soaking the soil through to a depth of **at least 25 cms**.

Damage, failure or dying back of grass due to neglect of watering, especially for seeding out of normal season shall be the responsibility of the contractor.

Any shrinkage below the specified levels or defects liability during the contract period shall be rectified at the contractor's expense. In the absence of rain the lawn shall be watered every ten days heavily, soaking the soil through to a depth of at least 25 cms.

The contractor is to exercise care in the use of rotary cultivator and mowing machines to reduce to a minimum the hazards of flying stones and brickbats. All rotary mowing machines are to be fitted with safety guards.

1.09.6 Rolling:

A light roller shall be used periodically, taking care that the lawn is not too wet and sodden.

1.09.7 Edgings:

These shall be kept neat and must be cut regularly with the edging shears.

1.09.9 Watering:

Water shall be applied daily during dry weather; Watering whenever done should be through and should wet the soil at least up to a depth of 30 cms.

1.09.10 Weeding:

Prior to regular mowing the contractor shall carefully remove rank and unsightly weeds.

1.10 MAINTENANCE:

1.10.1 The landscape contractor shall maintain all planted areas within the landscape contract boundaries **until the period of six months after** the complete plantation. Maintenance shall include replacement of dead plants, Watering, weeding, cultivating, control of insects, fungicide and other diseases by means of spraying with an approved insecticide or fungicide, pruning and other horticultural operations necessary for the proper growth of the plants and for keeping the landscape sub - contract area neat in appearance.

1.10.2 Pruning & Repairs:

Upon completion of planting work on the landscape sub-contract all trees should be pruned and all injuries repaired where necessary. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots and the results of transplanting operations. Pruning shall be done in such a manner as not to change the natural habit or special shape of the trees.

1.10.3 The proper stocking of manure at site on a dry space with proper care till the application shall be in contractor's scope.

1.10.4 Root System:

The root system shall be conducive to successful transplantation. Where necessary, the root ball shall be preserved by support with Hessian or other suitable material. On soils where retention of good ball is not possible, the roots should be suitably protected in some other way, which should not cause any damage to roots.

1.10.5 Condition:

Trees and shrubs shall be substantially free from pests and diseases, shall be materially undamaged. Torn or lacerated roots shall be pruned before dispatch. No roots shall be subjected to adverse conditions, such as prolonged exposure to drying winds or subjection's to water logging, between lifting and

delivery.

1.10.6 Supply & Substitution:

Upon submission of evidence that certain materials including plant materials are not available at time of contract, the contractor **shall be permitted to substitute other material and plants with an equitable adjustment of price.** All substitutions shall be of the nearest equivalent species and variety to the original specified and shall be subject to the approval of the Landscape Architect.

1.10.7 Packaging:

Packaging shall be adequate for the protection of the plants and such as to avoid heating and drying out.

1.10.8 Marking:

Such specimen of tree and shrub or each bundle shall be legibly labeled with the following particulars:

- a. Its Name
- b. The name of the supplier, unless otherwise agreed:
- c. The date of dispatch from the nursery.

1.10.9 Protective Fencing:

According to local environment shrubs may have to be protected adequately from vandalism until established.

1.10.10 Completion:

On completion the ground should be formed over and left tidy.

Completion period three months from the date of issue of LOI / Work Order. As per built, drawings should be submitted.

1.10.11 The client shall not be responsible for any residential facility for the labour or their official of contractor.

1.10.11 Visit to Site of Work:

The contractor is expected to visit the site of work and personally see the site conditions regarding water, electricity, labour conditions, leads, lifts and all other factors affecting the work before submitting quotations. Leads, lifts and permissibility, for disposal of excavated material shall also be studied and considered in the quotation. The contractor shall grant no extras or escalation subsequent to the award of this contract on account of any error of judgment or miscalculation or misunderstanding of the scope of the work.

1.11 TREE PLANTING & GENERAL SHRUB PLANTING:

1.11.1 Trees should be supplied with adequate protection as approved after delivery. If planting is not to be carried out immediately, balled plants should be placed cheek to cheek and the ball covered with sand to prevent drying out. Bare rooted plants can be heeled in by placing the roots in a prepared trench and covering them with earth, which should be watered in to avoid air pockets around the roots.

1.12. TREE GUARDS

Where tree guards are necessary, care should be taken to ensure that they do not impede movement or restrict growth.

Tree transplantation:

- Step 1: Identify the tree
- Step 2: Choose the right season to do it. Normally monsoon or post monsoon is a good season. However in case of water availability it can be done in any season.
- Step 3: The tree branches shall be cut in all direction to see that the tree has a balance growth potential. This is mostly dependent on the stem posture.
- Step 4: Study the surrounding soil strata with a trial pit then identify the digging methodology i.e. mechanical / manual. This is again dependent on the site situations.
- Step 5: Dig a surrounding ring pit 2'0" wide to 3'0" and 3' to 6' depth depending upon the species. This can be 5' to 8' radius from the stem.
- Step 6: After this immediately secure the out surface i.e.rootball with a coir mat roll. Stiffen it with preferably with coir rope.
- Step 7: With the help of wooden shuttering strengthen the coir surface with a gap of 9"/ 1".0" for root growth.
- Step 8: Water the trench regularly fill for eight days mixed with necessary growth initiators.
- Step 9: Inspect growth panels to be seen with white shoot root growth this is the tree stability indicator and a statement of tree ready for transplantation.
- Step 10: Balance the shuttering a with cable rope enclosure to form lift hook Formulation. This will enable the lift procedure to be done easily.
- Step 11: Lift the tree preferably early morning or late evening to avoid heat effect and transport it to the desired site.
- Step 12: At the desired site keep a pit ready as per the root ball size.
- Step 13: Place the tree after putting fertilizer layer a tanker of water and insecticide in the pit.
- Step 14: Place the supports or ties to ensure desired posture as required in the landscape then slowly refill the excavated pit to compact the sides. And achieve a good base preparation. Please ensure to put 2" P.V.C pipes on six sides for watering after compaction.
- Step 15: Water daily till new leaf shoots are not seen on the cut branches also use bio fertilizers spray for the same release the supports once you are confidently of the erections of the tree.

SPECIFICATIONS FOR PLANT MATERIAL :

1.2 NURSERY STOCK

Planting should be carried out as soon as plants reach the site. Where planting is delayed, care should be taken to protect the plants from pilfering or damage from people or animals. Plants with bare roots should be heeled in as soon as received or otherwise protected from drying out, and others set closely together and protected from the wind. If planting should be unpacked, the bundles opened up and each group of plants heeled in separately and clearly labelled. If for any reason the surface of the roots becomes dry, the roots should be thoroughly soaked before, planting.

1.3 PLANT MATERIALS

Plant materials 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. All plant materials shall be healthy, sound, vigorous, and free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. All plants shall be hardy under climatic conditions similar to those in the locality of the project. Plants supplied shall be conforming to the names listed on both the plan and 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.

All nursery stock shall have to be inspected and approved by the Landscape Architect before planning.

All plants shall be conforming to these requirements specified in the plant list. Except that plants larger than specified may be used if approved, but use of such plants shall not increase the contract price. If the use of larger plant is approved the spread or roots or ball of earth shall be increased in proportion to the size of plant.

1.4 LAWN

LAWN SUCKERS: The suckers free of soil should be supplied in kilogram. The lawn suckers shall be green in colour and fresh during the supply and shall go in place within 24 hours from its procurement on site. The variety shall be one i.e. Blue grass. It shall be free of all the insects, weeds etc. No supply shall be accepted if it carries any drying or weeds whatsoever. The entire supply should be identical in form, colour and variety. The landscape consultant shall approve variety. Grass (Blue Grass) approved by the landscape architect shall be obtained from a grass patch, seen and approved before hand.

1.4.1 MEXICAN BLUE GRASS READY SHEETS: The grass must be of a shiny, velvety and smooth appearance with homogeneous color and must have pleasant smell. The grass must be genetically strong and long lasting. It must be without any sort of pest, fungus, ants and weeds and must render a pleasant sensation to touch. After care must include watering, de-weeding, pest control, mowing and manure of the lawn for three months duration only.

The stock received at site shall be manually cleaned of all weeds and water sprayed over the same after keeping the stock in a place protected from the sun and dry winds.

Grass stock received at site may be stored for a maximum of three days. In case grassing for some areas is scheduled for a later date fresh stock of grass roots shall be ordered and obtained.

1.5 SOIL

Top Soil (Good Earth) - Shall be farmable loams, typical of cultivated topsoil of the locality containing at least 2% of decayed organic matter (Humus). It shall be taken from a well-drained aerable site. It shall be free of subsoil, Stones, earth skids, stick roots or other objectionable extraneous material or debris. It shall contain no toxic material. No topsoil should be delivered in a muddy condition.

After every thousand cubic meter of soil supply and before starting the supply a sample shall be tested from a known authorized Laboratory at the cost of the contractor and shall be submitted to the Landscape consultant for further verifications and comments.

The quantity shall be verified and be approved by the landscape consultant during the supply at site. The contractor shall clear any doubts regarding the quantity within week's time after the objection is raised.

The royalty and other applicable taxes shall be sole responsibility of supplier and no claims shall be accepted later.

1.6.Name of Plants/Shrubs/Trees to be planted:

- A) Shrub (Individual Plantation on Ground) Ficus / Ficus Variegated/ Plumeria
- B) Shrub (Group Plantation on Ground)
Acalypha rosea / Allamanda / Neerium / Tecoma stana / Duranta / Ficus / Ixora Hybrid Ixora dwarf / Arelia / Plumbago / Crotones Tecoma Capensis / Musanda / Arelia
- C) Ground Covers (On Ground)
Lantana / Ferns / Philodendron / Rhoeo / Tradecantia Spathacea
- D) Shrub (Individual Plantation on Terrace)
Ficus / Plumeria
- E) Shrub (Group Plantation on terrace)
Adienium / Euphorbia / Ficus / Ficus Variegated / Acalypha rosea / Allamanda / Neerium / Telcoma / Duranta / Ficus / Ixora Hybrid Ixora dwarf / Arelia / Plumbago / Crotones Tecoma Capensis
- F) Ground Covers (On Terrace)
Ophiopogon / Hemigraphis Colorata / Asparagus / Tradescantia Pallida
- G) Trees (On Ground)
Sphodia Companulata / Casia Fistula / Tabebuia Rosea / Thespesia Populnea
- H) Trees (On Terrace)
Plumeria / Caseapinia Pulcherrima / Lagertoemia
- I) Palms (Individual Plantation on Ground)
Areca Palms / Phoenix Palms / Foxtail Palms / Areca Nut Palms / Royal Palms
- J) Palms (Individual Palntation on Terrace)
Foxtail Palms / Areca Nut Palms / Royal Palms



Spider Lily



Mussanda Pink



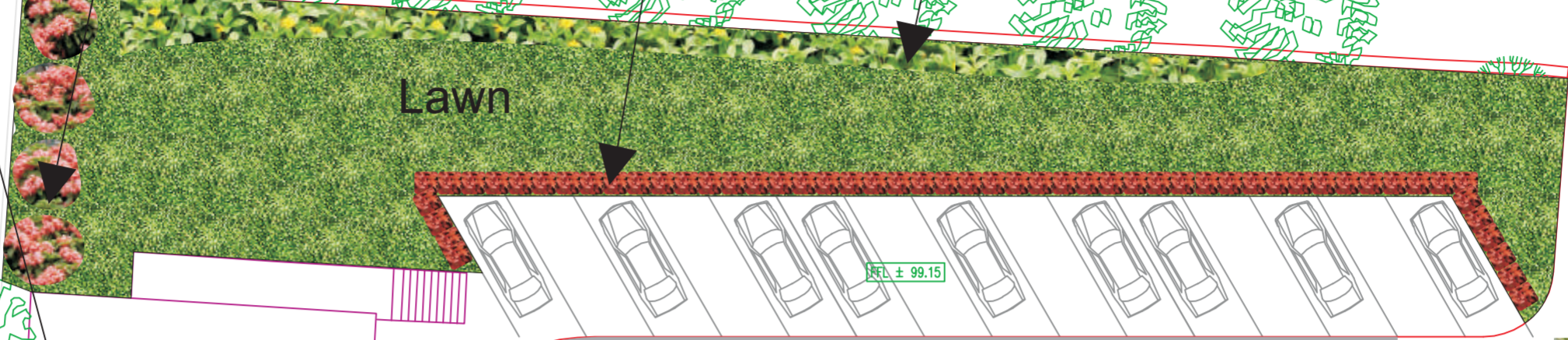
Acalypha



Waddelia



Allamenda Yellow



Lawn



Lawn

EXISTING CIPT



Spathiphyllum



Ficus Varigated

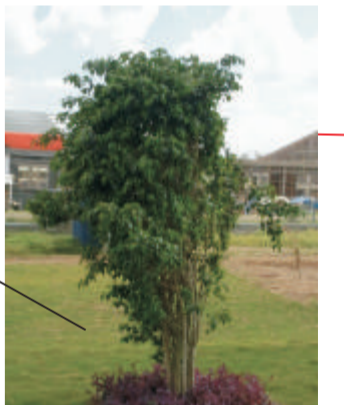
Small patch landscape



Alpinia



Heliconia



Ficus



Raphis Palm



Nerium Dwarf Pink



Euphorbia Milli



Koinel



Spider Lily Varigated



Golden Duranta



Acalypha

Client: IITM (Pashan Rd. Pune)
Proposed Landscape layout
for area nr. Auditorium.
Date: 03-11-11

**TENDER FOR LANDSCAPE WORKS
OF
MULTI TRAINING FACILITY BUILDING AT
INDIAN INSTITUTE OF TROPICAL METROLOGY, PUNE**

**Volume 2
(COMMERCIAL BID)**

**INDIAN INSTITUTE OF TROPICAL METROLOGY,
DR.HOMI BHABA ROAD, PASHAN, PUNE-411008**

SUMMERY		
SR.NO	Description	Amount
1	Landscape	
2	installation of irrigation system	
	GRAND TOTAL	

**M/s. Indian Institute of Tropical Meteorology (Pashan Rd. Pune.)
Landscape Bill of Quantities**

Total area under scope of Landscape. (in sq.ft)	10,680	sq.ft.
Lawn area	5,393	sq.ft.
Shrubs & Ground cover area	5,287	sq.ft.
Trees	13	Nos.

	Description	ht. of plant	Qty	Unit	Rate (Rs.)	Amount(Rs.)
A	Excavation BC soil for preparation of soilbeds, & transporting excavated material as directed in company premises.					
1	For lawn & Waddelia plantation 300mm deep.		200	CUM		
2	For shrubs 450 mm deep		200	CUM		
3	For Trees 900X900X900 mm		20.0	CUM		
B	Providing Poyata soil.		400	CUM		
C	Providing Vermicompost manure.		1,068	Kgs.		
D	Lawn Laying provided Poyata soil & manure. Providing & Planting Korean ready bed of lawn (Includes Grass & Labour)		501	SQM		
E	Shrubs & Ground Cover					
1	Labour charges for laying Poyata soil & manure. Labour charges for towards planting various shrubs as directed. Providing stake support if required.		4,039	Nos.		
	Labour charges for planting Waddelia		2,872	Nos.		
2	Labour Charges for planting Ficus with pit making		13	Nos.		
	Total					
3	Supply of enlisted healthy shrubs					
a	Alamenda	12"	311	Nos.		
b	Amer Lily	15"	139	Nos.		
c	Raphis Palm	24"	300	Nos.		
d	Nerium Pink	15"	373	Nos.		
e	Spathiphyllum	12"	493	Nos.		
f	Euphorbia Milli	12"	862	Nos.		
g	Spider Lily Varigated	10"	258	Nos.		
h	Waddelia	6"	2,872	Nos.		
i	Acalypha	12"	776	Nos.		
J	Mussanda	24"	50	Nos.		
k	Alpinia	24"	52	Nos.		
l	Heliconia	24"	103	Nos.		
m	Duranta/Koinel/Acalypha	8"-12"	92	Nos.		
n	Plantation in planters	8"	230	Nos.		
	Plants height may vary 10-15% in above suggested.					
	Sub total		6,911			
F	Trees					
1	Labour charges for preparation of pits of 3'X3'X3 by loosening hard surface including stacking and disposal of materials declared unserviceable and surplus earth by spreading and levelling as directed. Labour charges for towards planting various trees as directed.		13	Nos.		
2	Supply of healthy plants 1-2 years old as per list attached. (4'-7')					
a	Ficus Varigated	60"	5	nos.		
b	Ficus Blackia	60"	8	nos.		
	Sub total		13			
G	Small patch of landscape approx. estimate. Includes small sculpture 1 no., pebbles, some cactus plants & some stones.			Approx.		
	Total					

Assumptions:

- 1 Water & electricity to be provided by you free in all working area

2 Taxes Extra as applicable

3 Small patch of landscape estimate may vary depending on finalisation of design.

4 Cost of illumination not included.