

E-TENDER DOCUMENTS

VOLUME – I

PRE-QUALIFICATION BID

Name of work: Display and Maintenance of Indoor plants at office site visit, with twelve month maintenance, Greater Noida.

Estimated Cost : Rs. 8.09 Lacs

Cost of Tender : Rs. 840/- with G.S.T. (Rupees eight hundred eighty forty only with G.S.T.) (through RTGS only)

Earnest Money : Rs. 17,000/-/- (through RTGS only)

Time of Completion : Twelve months for maintenance

Defects liability period : Two years

Validity of Tender : Ninety Days

Date of release of E-Tender : 12.06.2023

Date & time of Closing of
E-tender/Last date/time of receipt
of E-tender procurement with
scan copy of RTGS for cost of
tender and EMD : 22.06.2023 (5:00 PM)

Date & time of Opening of
E-Tender Prequalification Bid : 23.06.2023 (11.00 AM)

Date & time of opening of E-Tender Price Bid : This information shall be displayed on the website after three working days of opening of prequalification bid.

Bank A/C details for **(a): For Tender Fee & EMD**

Beneficiary Name: DMIC Integrated Industrial Township Greater Noida Limited

A/C No. : 98250200000388

IFSC Code : BARB0GAMNOI

Bank Name : Bank of Baroda

Branch Name : Sector- Gamma-2, Greater Noida.

PRE-QUALIFICATION BID

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INSTRUCTIONS TO BIDDERS/TENDERERS (ITB)

- (A) Tenderer shall bear all costs associated with the preparation and submission of its e-bid and U.P. Electronics Corporation Ltd, Lucknow DMIC Integrated Industrial Township Greater Noida Ltd. hereinafter referred to as the "Department ", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e- bid process.

This tender document is available on the web site <http://etender.up.nic.in> and on DMIC IITGNL website www.iitgnl.com at E-link and Corporation's website www.uplc.in to enable the tenderers to view, download the e-bid document and submit e-bids online up to the last date and time mentioned in e-tender notice/e-tender document. The tenderer's shall have to pay e-tender document fee of **Rs. 840.00 with G.S.T. (Rupees eight hundred forty only with G.S.T.)** through RTGS only payable in favour of DMIC Integrated Industrial Township Greater Noida Limited, A/C No. 98250200000388, IFSC Code: BARB0GAMNOI, Bank Name: Bank of Baroda, Branch Name: Sector- Gamma-2, Greater Noida. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. This e- tender document fee will be non-refundable. Bid without tender fee in the prescribe form will not be accepted.

(B) Amendment e-Bid Document

At any time prior to the deadline for submission of e-bid, the department may, for any reason, whether at its on in iterative or in response to a clarification requested by a prospective tenderer, modify the e-bid document by amendments. Such amendments shall be uploaded on the e-procurement website <http://etender.up.nic.in>, DMIC IITGNL web site at E-link through corrigendum and form an integral part of e-bid document. The relevant clauses of the e-bid document shall be treated as amended accordingly.

It shall be the sole responsibility of the prospective tenderer to check the web site <http://etender.up.nic.in> or DMIC IITGNL web site from time to time for any amendment in the e-tender documents. In case of failure to get the amendments, if any the department shall not be responsible for it.

In order to allow prospective e-tenders a reasonable time to take the amendment into account in preparing their e-bids, the department, at the discretion, may extend the deadline for the submission of e-bids. Such extensions shall be uploaded on the e-procurement website <http://etender.up.nic.in>, and DMIC IITGNL website.

(C) PREPARATION OF e-Bid

1. Language of e-bid

The e-bid prepared by the tenderer, as well as all correspondence and documents relating to the e-bid exchanged by the tenderer and the department shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-bid.

2. Documents constituting the e-bid

The e-bid prepared by the tenderer shall comprise the following components:

a) Technical e-bid- Technical e-bid will comprise of :

- i) Fee details-** It will consist of the cost of tender document and prescribed earnest money in prescribed form.
- ii) Qualification Details-** Includes copies of required documents in PDF format justifying that the tenderer is qualified to perform the contract if his/her bid is accepted and the tenderer has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification requirement and technical specification and fulfill all the conditions of the contract.

b) Financial e-bid – Financial e-bid will comprise of:

- i) Price Schedule/BOQ-** Includes price schedule/BOQ in XLS format to be filled in after downloading from the e-procurement website for this e-tender.

3. E-bid form

The tenderer shall complete the e-bid form and the appropriate price schedule/BOQ furnished in the e-bid document.

4. E-bid currencies

Prices shall be quoted in Indian Rupees only.

5. Documents establishing tenderer's Qualification

- i)** The tenderer shall furnish, as part of its technical e-bid, documents establishing the tenderer's qualification to perform the contract if its e-bid is accepted. The documentary evidence should be submitted by the tenderer electronically in the PDF format.
- ii)** The documentary evidence of tenderer's qualification to perform the contract if its e-bid is accepted shall be as per qualification requirements specified in e-tender document.

6. E-bid Security/ Earnest money deposit (EMD)

- i)** The tenderer shall furnish, as part of its e-bid, an e-bid security/EMD of **Rs. 17,000 (Rupees seventeen thousand only)** through RTGS only payable in favour of DMIC Integrated Industrial Township Greater Noida Limited, A/C No. 98250200000388, IFSC Code: BARB0GAMNOI, Bank Name: Bank of Baroda, Branch Name: Sector-Gamma-2, Greater Noida. The scanned copy of RTGS with transaction ID certified by the same bank must be enclosed along with the e-bid. This e- tender document fee will be non-refundable. Bid without tender fee in the prescribe form will not be accepted.
- ii)** Any e-bid not secured in accordance with above shall be treated as non-responsive and rejected by the department.

- iii) Unsuccessful tenderer's e-bid EMD will be returned promptly as possible after opening of the Price Bid.
- iv) The successful tenderer's e-bid EMD will be converted into security upon the tenderer signing the contract.
- v) The e-bid security may be forfeited:
 - a) if tenderer (i) withdraws its e-bid during the period of e-bid validity specified by the tenderer on the e- bid form: or (ii) does not accept the correction of errors or (iii) modifies its e-bid price during the period of e-bid validity specified by the tenderer on the form.
 - b) In case of a successful tenderer, if the tenderer fails to sign the contract with the department.

7. Period of validity of e-bid

- i) e-bid shall remain valid for 90 days after the date of e-bid opening prescribed by the department. An e-bid valid for a shorter period shall be rejected by the department as non-responsive.
- ii) In exceptional circumstances, the department may solicit the tenderer's consent to an extension of the period of e-bid validity. The request and the response thereto shall be May in writing. A tenderer may refuse the request without forfeiting its e-bid security .A tenderer granting the request will not be required nor permitted to modify its e-bid.

8. Formats and Signing of e-Bid.

- i) The tenderer shall prepare one electronic copy of the technical e-bid and financial e-bid separately.
- ii) The e-bid document shall be digitally signed, at the time of uploading, by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The later authorization shall be indicated by a scanned copy of written power-of attorney accompanying the e-bid. All the pages/documents of the e-bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-bid.

9. Submission of e-bid

The bid submission module of e-procurement website <http://etender.up.nic.in> enables the tenderers to submit the e-bid online in response to this e-tender published by the department. Bid submission can be done only from the bid submission start date and time till the bid submission and date and time given in the e-tender. Tenderers should start the bid submission process well in advance so that they can submit their e-bid in time. The tenderer should submit their e-bid considering the server time displayed in the e-procurement website. This server time is the time by which the e-bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-bid submission date and time is over, the tenderers cannot submit their e-bid. For delay in submission of e-bid due to any reasons, the tenderers shall only be held responsible.

The tenderers have to follow the following instructions for submission of their e-bid:

- i) For participating in e-bid through the e-tendering system it is necessary for the tenderers to be the registered users of the e-procurement website <http://etender.up.nic.in>. The tenderers must obtain a user login Id and password by registering themselves with U.P. Electronics Corporation Ltd., Luck now if they have not done so previously for registration.
- ii) In addition to the normal registration, the tenderer has to register with his/her digital signature certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-bid submission activities. Registering the digital signature certificate (DSC) is a one-time activity. Before proceeding to register his/her DSC, the tenderer should first log on to the e-tendering system using the user login option on the home page with the login Id and password with which he/she has registered.

For successful registration of DSC on e-procurement website <http://etender.up.nic.in> the tenderer must ensure that he/she should possess class-2/class-3 DSC issued by any certifying authorities approved by controller of certifying authorities, Government of India, as the e-procurement website <http://etender.up.nic.in> is presently accepting DSC issued by these authorities only. The tenderer can obtain user login Id and perform DSC registration exercise above even before e-bid submission date starts. The department shall not be held responsible if the tenderer tries to submit his/her e-bid at the moment before end date of submission but could not submit due to DSC registration problem.

- iii) The tenderer can search for active tenders through "search active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-bid submission menu. After selecting and the tender, for which the tenderer intends to e-bid, from "My tenders" folder, the tenderer can place his/her e-bid by clicking "pay online" option available at the end of the view tender details form,. Before this, the tenderer should download the e-tender document and price schedule/bill of quantity (BOQ) and study them carefully. The tenderer should keep all the documents ready as per the requirements of e-tender document in the PDF format except the price schedule /bill of quantity (BOQ) which should be in the XLS format (excel sheet).

- iv) After clicking the 'pay offline' option, the tenderer will be redirected to terms and conditions page. The tenderer should read the terms & condition before proceeding to fill in the tender fee and EMD offline payment details. After entering and saving the tender fee and EMD details form so that "bid document preparation and submission " window appears to upload the documents as per technical (fee details, qualification details, e-bid form and technical specification details) and financial (e-bid form and price schedule/BOQ) schedules/packets given in the tender details. The details of the RTGS should tally with the details available in the scanned copy and the date entered during e-bid submission time otherwise the e-bid submitted will not be accepted.
- v) Next the tenderer should upload the technical e-bid documents for fee details (e-tender fee and EMD), Qualification details. Before uploading, the tenderer has to select the relevant digital signature certificate. He may be prompted to enter the digital signature certificate password, if necessary. For uploading, the tenderer should click "browse" button against each document label in technical and financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the tenderer's computer. The required documents for each document label of technical (fee details, qualification details, e-bid form and technical specification details) and financial (e-bid form and price schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- vi) The tenderer should click "Encrypt" next for successfully encrypting and uploading of required documents. during the above process, the e-bid document are digitally signed using the DSC of the tenderer and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-bid documents are protected, stored and opened by concerned bid openers only.
- vii) After successful submission of e-bid document, a page giving the summary of e-bid submission will be displayed confirming end of e-bid submission process. The tenderer can take a printout of the bid summary using the "print" option available in the window as an acknowledgement for future reference.
- viii) Department reserves the right to cancel any or all e-bids without assigning any reason.

10. Deadline for submission of e-bid

E-Bid (Technical and financial) must be submitted by the tenderer at e-procurement website <http://etender.up.nic.in> not later than the time specified on the prescribed date (as the server time displayed in the e-procurement website). The department may, at its discretion, extend this deadline for submission of e-bid by amending the e-bid document, in which case all rights and obligations of the department and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

13. Late e-bid

The server time indicated in the bid management window on the e- procurement website <http://etender.up.nic.in> will be the time by which the e-bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time is over, the tenderer cannot submit his/her e-bid. Tenderer

has to start the bid submission well in advance so that the submission process passes off smoothly. The tenderer will only be held responsible if his/her e-bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-bid submission process.

14. Withdrawal and resubmission of e-bid

- i) At any point of time, a tenderer can withdraw his/her e-bid submitted online before the bid submission end date and time. For withdrawing the tenderer should first log in using his/her login id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The tenderer should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the details of the bid to be withdrawn. After selecting the "bid withdrawal" option the tenderer has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the bid information window for the selected bid. The tenderer also has to enter the bid withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The tenderer has to confirm again by pressing "OK" button before finally withdrawing his/her selected e-bid.
- ii) No e-bid may be withdrawn in the interval between the deadline for submission of e-bids and the expiration of period of e-bid validity. Withdrawal of an e-bid during this interval may result in the tenderer's forfeited of his/her e-bid security.
- iii) The tenderer can re-submit his/her e-bid as when required till the e-bid submission end date and time. The e-bid submitted earlier will be replaced by the new one. The payment made by the tenderer earlier will be used for revised e-bid and the new e-bid submission summary generated after the successful submission of the revised e-bid will considered for evaluation purposes. For resubmission, the tenderer should first log in using his/her login Id and password and subsequently by his/her digital signature certificate on the e-procurement website <http://etender.up.nic.in>. The tenderer should then select "My bids" option in the bid submission menu. The page listing all the bids submitted by the tenderer will be displayed. Click "View" to see the detail of the e-bid to be resubmitted. After selecting the "bid resubmission" option, click "Encrypt & upload" to upload the revised e-bids documents.
- iv) The tenderer can submit their revised e-bids as many times as possible by uploading their e-bid documents within the scheduled date & time for submission of e-bids.
- v) No e-bid can be resubmitted subsequently after the deadline for submission of e-bids.

13. Opening of technical e-bid by the Department

- i) The department will open all technical e-bids, in the presence of tenderer's representatives who choose to attend at 11:00 AM on the prescribed date of opening at DMIC IITGNL System cell office Plot No.-1, Sector K.P.-IV, Greater Noida. The tenderer's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date e-bid opening being declared a holiday for the department, the e –bids shall be opened at the appointed time and place on the next working day. The tenderer who is participating in e-bid should ensure that the Tender Fee and EMD must be submitted online payment on Tender Portal only within the duration (strictly within opening & closing date and time of individual e-bid) of the work as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
- ii) The tenderers names and the presence or absence of requisite e-bid security and such other details as the department at its discretion may consider appropriate, will be announced at the opening. The names of such tenderers not meeting the technical specifications and qualification requirement shall be notified subsequently.
- iii) The department will prepare minutes of e-bid opening.

14. Opening of financial e-bid

- i) After evaluation of technical e-bid, through the evaluation committee the department shall notify those tenderers whose technical e-bids were considered non responsive to the conditions of the contract and not meeting the technical specifications and qualification requirements indicating that their financial e-bids will not be opened. The Department will simultaneously notify the tenderers, whose technical e-bids were considered acceptable to the department. The notification may sent by e-mail provided by bidder.
- ii) The financial e-bids of technically qualified tenderers shall be opened in the presence of tenderers who choose attend and for opening of financial bids will be communicated to the technically qualified tenderers subsequently after completion of technical bids evaluation through e-mail provided by the bidder. The name of tenderers, percentage price quoted for various items etc. will be announced at the meeting.
- iii) The department will prepare the minutes of the e-bid opening.

15. Clarification of e-Bid

During evaluation of e-bid, the department may, at its discretion, ask the tenderer for a clarification of his/her e-bid. The request for clarification shall be in writing.

(D) Evaluation of technical e-Bid and Evaluation Criteria

16. The department will examine the e-bid to determine they are complete, whether they meet all the conditions of the contract, whether required e-tender fee, e-bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-bids are generally in order. Any e-bid or e-bids not fulfilling requirements shall reject.

17. Contacting the department

- i) No tenderer shall contact the department on any matter relating to his/her e-bid, from the time of the e-bid opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the department, he/she can so in writing.
- ii) Any effort by a tenderer to influence the department in its decisions on e-bid evaluation, e- bid comparison or contract award may result in rejection of the tenderer's e-bid.
- iii) In the event of any information furnished by the agency is found false or fabricated the minimum punishment shall be debarred /blacklisting from DMIC IITGNL works and legal proceeding can also be initiated.

(E) AWARD OF CONTRACT

18. AWARD CRITERIA

The department will award the contract to the lowest evaluated successful tenderer whose bid has been determined to be responsive to all the conditions of the contract and meeting the technical specification and qualification requirement of the bidding document.

19. Department's right to accept any e-bid and to reject any or all e-bids.

The department reserves the right to accept or reject any e-bid, and annul the e-bid process and reject all e-bids at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers.

20. Notification of award

- i) Prior to the expiration of the period of e-bid validity, the department will notify the successful tenderer in writing by letter/e-mail/fax, that its e-bid has been accepted.
- ii) The notification of award will constitute the formation of the contract.

21. Signing of contract

At the same time as the department notifies the successful tenderer that its e-bid has been accepted, the successful tenderer shall have to sign the contract agreement with relevant document as mentioned in above Clause 7. The agreement draft along with other related terms and conditions will be same as furnished in e-tender. Any refusal will not be allowed. The bidders need not to download and submit in hard copies of these documents.

22. For the visiting contractors of this tender document

- * The contractors/firm/bidders who are interested to participate in tender are requested to get them registered and get their signature digitalized with UP Electronics Corporation, 10, Ashok Marg, Lucknow by depositing prescribed fee. However they shall be

required to get their application forwarded from Manger (DMIC IITGNL), Greater Noida whose office is situated at Plot No.-1 Sector K.P.-IV, Greater Noida. The agencies/contractors registered shall be allowed to participate only in e-tenders floated after their registration.

- * The other important information are being mentioned below at a glance for the e-tenderers :-
- * Date of release E-tender : 12.06.2023
- * Date of opening tender : 22.06.2023 AT 11:00 AM
- * Cost of tender document : Rs. 840 with G.S.T.
- * Earnest money : Rs. 17,000/-
- * Validity period : 90 days.
- * Time of completion of work : Twelve Months for maintenance
- * The tender is percentage rate tender only.

LIST OF DOCUMENT TO BE SUBMITTED ONLINE:

- i) Copy of Earnest money in Technical envelope and tender fee deposited of prescribed Amount must be submitted online payment on Tender Portal only.
- ii) Non Judicial Stamp paper of Rs. 100/- (Rupees One hundred only) of U.P. along with Rs. 1/- revenue stamp.
- iii) All the tenders shall abide by special conditions and general conditions of contract as application to the agreements of the DMIC IITGNL. These condition can be seen in the office of the under designed on any working day.
- iv) The tenderer should submit the G.S.T. registration certificate or have to submit the registration certificate in G.S.T. before award of work.
- v) EPF & ESI registration copy of the company/firm.
- vi) Aadhaar Card scan copy to be uploaded by the owner of the firm.
- vii) Affidavit for relatives not working in Greater Noida Industrial Development Authority & In DMIC IITGNL on Rs. 100/- Stamp paper (Appendix-E).

**MANAGER
(DMIC IITGNL)**

APPENDIX 'E'

शपथ-पत्र

(रुपये 100/- के स्टॉम्प पेपर पर)

मैं..... उम्र..... पुत्र श्री..... निवासी.....
 आधार कार्ड संख्या..... व पैनकार्ड संख्या..... जो.....
 (फर्म का नाम) का प्रोपराटर/पार्टनर/डायरेक्टर हूँ, शपथपूर्वक यह कथन करता हूँ कि मेरा कोई सगा सम्बन्धी/नजदीकी रिश्तेदार/ब्लड रिलेशन {Hindu succession act के सेक्शन-8 के अन्तर्गत Class-II द्वारा परिभाषित एवं कर्मचारी/अधिकारी स्वयं के अथवा पत्नी/पति के दादा-दादी, माता-पिता, भाई-भाभी, बहन-जीजा (Vice-Versa), चाचा-चाची, ताऊ-तायी, मामा-मामी, बुआ-फूफा, मौसा-मौसी तथा उनके पुत्र एवं पुत्री} का कोई व्यक्ति ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण में स्थाई/अस्थायी/दैनिक वेतन/मानवशक्ति आपूर्तिदाता के माध्यम से किसी भी पद पर कार्यरत नहीं है।

उपर्युक्त सूचना मेरे द्वारा निजी ज्ञान एवं वास्तविकता के आधार पर दी जा रही है। यदि उक्त शपथ पत्र दाखिल करने के बाद भविष्य में कभी भी इस प्रकार का तथ्य संज्ञान में आता है कि मेरे द्वारा उपलब्ध करायी गयी सूचना/शपथ गलत है और कोई व्यक्ति उक्त प्रकार से ग्रेटर नौएडा प्राधिकरण में कार्य करता हुआ पाया जाता है तो मेरे सारे अवार्ड निरस्त करके मेरी कार्यदायी संस्था को काली सूची में डालते हुए आई.पी.सी. की सुसंगत धारा में प्राथमिकी दर्ज कराते हुए मेरे विरुद्ध विधि की परिधि में कठोरतम कार्यवाही की जाए, जिस पर मुझे अथवा मेरे परिवार को कभी भी कोई आपत्ति नहीं होगी।

शपथकर्ता

(फर्म का नाम)

मोबाइल नं०

TERMS AND CONDITIONS

1. Earnest Money is required to be deposited in the shape of RTGS only in the prescribed account of DMIC IITGNL.

Earnest Money deposit shall be for work estimated to cost upto Rs. 10 crore 2% of estimated cost, for work estimated cost more than Rs.10 crore Rs.20 Lacs + 1% of the estimated cost in excess of Rs.10 crore and the Security Money shall be 5% of the Actual Cost of the work. The E.M.D. would be converted into Security amount in respect of successful tenderer. The balance amount can be accepted in the shape NSC/FDR/CDR of the nationalized bank of India duly pledged in favour of Greater Noida Industrial Development Authority or in the form of Bank guarantee duly verified by the issuing bank. Payment will be released to the contractor only after the Bank guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry, by Finance Department.

2. Tender of the firms who have litigation in Court of Law against the DMIC IITGNL, will not be considered.
3. Tender of firms is liable to be rejected who have failed to complete the work timely and work is still pending for more than a year in the Authority.
4. Tender will be received upto 5:00 PM on **22.06.2023** and the Pre-qualification bids shall be opened on date **23.06.2023** at 11:00 AM in the presence of available tenderers.
5. The price bids of the Pre-qualified bidder shall be opened in the DMIC IITGNL System cell office Plot No.-1, Sector K.P.-IV, Greater Noida, (U.P.) as mentioned in NIT.
6. Director, DMIC IITGNL reserves the right to reject any or all the tenders without assigning any reasons.
7. Defect liability period for the executed work shall be two years after the date of completion (read with Clause-1 of GPW-9).

8. JOINT VENTURE FIRM:

Firms forming joint venture for qualifying in the pre-qualification bid of said tender are not eligible. Experience/turnover/liquid assets of joint venture firm working under one name may be considered. Individual experience/liquid asset of constituent firms shall not be added in joint venture firms.

**MANAGER
(DMIC IITGNL)**

SPECIAL CONDITIONS

GENERAL

1. These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these special Conditions shall take precedence.
2. The Contractor/Bidder is expected to be well conversant with the conditions of GPW Form 9 as applicable to Greater Noida Works (General conditions of the contract) which shall be the part of the agreement.
3. The Tenderers/ Bidders are advised to see carefully the site of work and structural/ architectural drawings etc. before actually submitting their tender. The structural/architectural drawings for the work, under the scope of this tender can be seen in the office of the Manager (DMIC IITGNL), Plot No.-1, Sector K.P.-IV, Greater Noida, (U.P.) on any working day between 11.00 A.M. to 4.00 P.M.

TENDERERS TO ENSURE AND NOTE

4. The tenderer should insure that the entire required document is uploaded in PDF form in Technical bid and the RTGS of Tender Fee & EMD must be submitted in the prescribed account of DMIC IITGNL within the duration (strictly within date and time of opening & closing of individual e-bid) of the work as mentioned in tender notice, otherwise, in any case, bid shall be rejected.
5. No page of the tender shall be removed & the entire set must be submitted, as it is. Failure to comply the instructions may result in the rejection of the tender.
6. All entries made by the Tenderer should be in one ink & should be legible Tender should not contain erasures and corrections and if they are any they should bear the dated initials of the Tender. The Tender must sign each page of the tender.
7. No additions or alternations are permitted in the tender papers. If tender does so, the same shall not be considered and such tender is liable to be rejected.
8. Any tenderer not fulfilling all the conditions is likely to be rejected
9. No refund of the cost of tender is climable for tenders not accepted or for tenders not submitted.
10. Contractor has to sign the agreement after submission of stamp paper within ten days from the date of award of the work in case of delay on the part of the Contractor beyond ten days, a penalty of 1000/- per day will be imposed and shall be recoverable from Contractor which will be deducted from any dues of Contractor.

EARNEST MONEY AND SECURITY DEPOSIT

11. If the Contractor withdraws his offer/tender, or modifies his offer/tender, after submission of tender and before acceptance of the tender, his entire earnest money will be forfeited by the authority and the firm will be black listed for one year.
12. The contractor shall have to deposit the required photocopy of the earnest money at the time of tender.

13. Earnest Money deposit shall be as mentioned in the tender document and the Security Money shall be 5% of the Actual cost of the work the E.M.D. would be converted into Security amount in respect of successful tenderer. For the balance verified by the issuing bank could be called for. Payment could be released to the contractor only after the Bank Guarantee is got duly verified by the issuing bank. The bank Guarantee would have to be got renewed, well before its date of expiry by Finance Department or PMC, as the case may be.
14. The Tenderer shall submit Non-Judicial Stamp Paper @ 70.00 per thousand, if security as calculated on the basis of GPW Form-9 is deposited by the Contractor in shape of FDR/NSC or Bank Guarantee of any Scheduled Bank of India, or 125/- per thousand if the security is deposited in any other shape or deducted from his running bills.
15. The earnest money deposited by unsuccessful Tenderer shall be refunded after opening Pre-qualification/Technical Bid. After opening the price bid, the Earnest Money of other than 1st Lowest tenderer shall be refunded.
16. After the acceptance of the tender, the earnest money of the successful Contractors shall be converted into the security deposit.
17. The security deposit corresponding to all work (Except Multi storeyed Apartment) shall be released in phase manners described below:-
 - (a) 50% after expiry of twelve months from the actual date of completion or date of payment of the final bill (whichever is later) in full only if no imperfections become apparent in the work during defect liability period of twelve months.
 - (b) Balance 50% after twenty four months from the actual date of completion or date of payment of the final bill (whichever is later) in the work during defect liability period of twenty four months.

REGARDING MATERIALS

18. All the materials for the works shall be arranged by the contractor at his own cost.
19. All the material collected by the contractor during execution of work or otherwise shall be properly stacked & arranged as directed by the Officer-in-charge
20. Contractor shall have to make their own arrangement for water & electricity at the site of work. The water should be fit for drinking in case the authority supplies the water, the Contractor shall have to pay charges at rate fixed by Authority.
21. The Contractor in a register at site shall keep complete accounting of material purchased and consumed. All Register at site shall have machine numbered pages.
22. The Contractor shall provide at his own cost proper storage facility for the materials brought by him to prevent any loss, damage or deterioration of the same.
23. The contractor shall confine his equipment storage of materials operation of his works & people to the limits as directed by the O/I and shall not unnecessary spread over the premises with his materials.

24. The Contractor shall make arrangement for watch and ward of the material at his own cost.

LABOUR REGULATIONS

25. The Contractor will have to follow all existing rules and regulations of the Govt. and labour department regarding the labour employed by him without entitling him for any extra claim on this account.
26. The Contractor shall be responsible for the damage(s) done to any property or injury to any person whatsoever caused by him or any body in his employment or caused in consequence of his work. He will indemnify and keep the Govt. indemnified against claims demands proceedings charges.

Cost charges and expenses whatsoever in respect of or in relation to any such injuries or damages. The Contractor shall take a necessary precautions for the safety of his employees on the work and shall comply with all applicable provision of safety laws and building codes to prevent accident or injuries to persons on the work.

EXECUTION OF WORK :

27. This includes all type of Horticulture maintenance work including pest control of plants, intercultural operations, trees plantation, supply of material and other Horticultural works in DMIC IITGNL Areas, complete as mentioned in the tender documents and as per instruction of Officer-in-charge.
28. The contractor shall be required to supply of manure, insecticides, fungicides and plants and other Horticultural inputs as BOQ and as directed by the Officer-in-charge.
29. The contractor shall be responsible to keep all the owner issue materials including tree guards, barbed wire fencing in his safe custody and in the event of their breakage, damage, misplacement or pilferage/theft, he shall be responsible to make good the loss to DMIC IITGNL.
- 30.1 The contractor shall arrange at his own cost all tools and implements required for this works. The contractor shall keep following minimum tool and implements in good condition for execution of the entire completion as well as maintenance period of the contract:
- 30.2 The contractor shall arrange at his own cost all tools and implements required for this work. The contractor shall keep following minimum tools and implements of good working conditions for execution of the work during the entire period till completion as well as maintenance period of the contract.
- i) Tractor with water tanker with pressure pump of 4000 litres capacity : 2 Nos.
 - ii) Diesel Engine with Water Pump and all accessories : 2 Nos
 - iii) R.H. Pipe (1" dia) : 3000 Rm
 - iv) Tractor Trolley : 2 Nos
 - v) Water cane, spade, pickaxe, Khurpi, Scateure, Basket, Plastic Pipe, Sprayer, Spanners, Shovel, Lawn Mover machine and rubber hose pipe as per site day to day requirements.

The above mentioned list is an indicative list. The requirement may vary upto any extent as per the site requirements. However, for additional items, contractor may visit before quoting the rates for assessment of requirements for tools/implements etc. for satisfactory execution of the work.

31. The contractor shall be responsible to prepare monthly programme for cleaning berms, weeding, hoeing and putting manure in trees and shrubs for the approval of officer-in-charge and execute the work accordingly.
32. The work will be carried out as per C.P.W.D. specifications with update correction slips and to the satisfaction of officer-in-charge. If at any time. it is observed that the work is unsatisfactory and the contractor has not observed and complied with the instruction of Officer Incharge the work will be got done through other agency at the risk and cost of the contractor.
33. All incidental items not shown or specified but reasonably employed or necessary for successful completion of the work shall be provided by the agency at his own cost.
34. The contractor shall be responsible to do the Horticultural work on all the days including of Sunday and other holidays as per instruction of Officer-in-Charge.
35. The plants supplied by the contractor should be of prescribed height and originally planted tree variety and shall be five year old or vigorous, healthy, free from diseases, pest and properly packed with proper levelling and should be from reputed nursery. The plants for the this work shall be as per list. only no change shall be allowed until the approval of Officer-in-Charge is obtained in writing.
36. The contractor shall deploy manpower for maintenance work as per the yard stick given below:
 - a) Minimum one mali for 300 Nos. trees.
 - b) Minimum one mali for 1000 Nos shrubs.
 - c) Minimum one qualified supervisor for 15000 plants.
37. If, the contractor fails to provide/depute/maintain the minimum manpower (mali) as per the yard stick given above, deduction will be made @ Rs. 175.00 per day per mali for the shortfall quantity as compensation for non-deployment less deployment not as penalty.
38. Apart from the manpower deployment as per yard stick, the contractor has to deploy minimum one supervisor on all working day and for during entire contract period. The supervisor will be preliminary interviewed by officer-in-Charge and if found suitable, then only he will be deployed. If the contractor fails to deploy a qualified/experienced supervisor deduction @ Rs. 9500.00 per month will be made from the contractor's bill as compensation not as penalty.
39. All mali and labours should have proper tools, tackles with them for proper discharge of their duties.
40. Entire arrangement of supply of water and watering shall be done by the contractor at his own cost watering arrangements and detailed scheduled of watering will be got approved before start the work on weekly basis and seasonal basis.
41. In case of mortality of plant, the plants of same height shall be replaced by the contractor at his own cost additional 5% plants shall be kept of same height at site nursery for immediate replacement.

42. In maintenance period, the plant should be properly looked after, complete watering and making the basin, staking in proper way and the satisfaction of officer-in-charge.
43. On roadside plantation road berms should be neatly dressed and free from garden rubbish and self grown weeds.
44. On completion of the contract (before handing over the plants to DMIC IITGNL if there is any short fall in the plants, deduction @ 300/- per tree, 125/- per shrub, 100/- per running metre. for permanent ground cover and 50/- per running metre. for seasonal shall be made.
45. The contractor shall furnish a list of manpower with description to be deployed for this contract prior to start of the work to the officer-incharge and shall notify the changes their inform time to time.
46. The contractor shall undertake to execute the work (contract after obtaining) a licence under the Contract Labour Regulation and Abolition Act. (U.P. Contract Labour Regulation and Abolition Rules.)
47. The DMIC IITGNL does not bind themselves to accept the lowest or any tender or to give any reason for their decision.
48. The agency will maintain the trees as per the age of The trees and mortality replacement will also be done in accordance with the age of tree from the date of plantation.
49. Proper handing over taking over has to take place when the work is given to some other agency.
50. If there is mortality for a longer period i.e. duration of one or two months no payment on per tree basis will be made.
51. No. of labours that will be deployed and then whereabouts will be got approved.
52. All drawings and designs will be supplied according to the necessity of the particular work and the contractor will not have any claim for compensation in case of late supply of necessary design drawings.
53. For carrying out the work the contractor shall be provided with one set of working drawings. Additional copies if required will be supplied to him on payment of additional charges as decided by Engineer-in-Charge.
54. The Contractor shall be wholly responsible for setting out the works and for the corrections of the positions levels dimensions & alignment according to the plan/drawing including all necessary instruments pegs poles, pillars etc. and other material required for the purpose to the satisfaction of E/I.
55. The work shall be executed as per program drawn by contractor and accepted by the E/I. If part of the site is not available due to any reason the program of the Contractor shall be modified to suit the available site and the Contractor shall have no claim for any extra compensation on this account. If the contractor does not give the programme for execution of work at the time of signing of agreement, the E/I will give his own programme & pert chart which will be binding on contractor and shall become part of agreement.

The contractor will be required to give his fortnightly progress as said PERT CHART. The progress on PERT/BAR CHART shall be attached to the bills submitted by the contractor duly signed by him on monthly basis which will be verified by E/I. The contractor will be required to furnish weekly category wise labour report also.

56. If the Engineer-in-Charge, DMIC IITGNL shall find that the work progress is slow, and feels that the work will not be completed in the time specified, then the Engineer-in-Charge, Greater Noida, shall order the Contractor to work day and nights, and/or on holidays and the Contractor shall obey these orders without objection or request for compensation. No compensation whatsoever shall be paid on this account.
57. In the event of working at night, the Contractor shall provide sufficient lighting, safety arrangements for working staff to the satisfaction of the Engineer-in-charge/ Greater Noida. Any order or approval issued under this Clause by the Engineer-in-charge/Greater Noida shall not relieve the Contractor from or diminish his obligations under the contract.

CONTRACTORS SUPERVISORY STAFF

58. Within fifteen days of the registration of the contract bound the Contractor shall have to notify in writing the names of his two authorized Representatives. One of them will always be available at the site of work to receive technical orders & the other for instruction for issue of material sand other miscellaneous works. The Contractor shall be fully responsible for the orders received by his representative or the materials received by his representatives.
59. The Contractor shall provide sufficient supervision to the work using the skill & attention. He shall deploy following experienced engineer on the work throughout its currency.

S.No.	Categories	Technical Staff
1.	Works more than 10.00 Lacs & upto 15.00 Lacs	Graduate in Agriculture Science - 1
2.	Works more than 15.00 Lacs & upto 100.00 Lacs	Graduate in Agriculture Science -1 Post Graduate in Agriculture Science-1
3.	Works more than 100.00 Lacs & upto 500.00 Lacs	Graduate in Agriculture Science -2 Post Graduate in Agriculture Science-2
4.	Works 500.00 Lacs and above.	Graduate in Agriculture Science -3 Post Graduate in Agriculture Science-2

The Tech. Supervisors deployed by contractor shall be got approved in writing from the Officer in charge (whose approval at any time can be withdrawn) for supervision of the work and to receive directions & instructions of the work from O/I on behalf of contractor. The supervisory staff of the contractor shall not be changed without obtaining the approval of O/I. In the event of non presence of these supervisors , Authority will deduct @ 10000/- PM per Post graduate Supervisor & @ 6000/- PM per Graduate Supervisor which will be non refundable. The decision of Sr. Manager in regards to presence and/or absence of such engineer from the work shall be final & binding upon the contractor. The contractor will have to remove any person employed on the work if ordered by the O/I for any reason.

60. If the contractors does not use at site the T & P as mentioned in the Appendix "D" the same shall be arranged by the authority and the necessary deductions for the rental of machinery and T&P shall be made from contractors bills or penalty as deemed fit shall be imposed for which no claim shall be entertained.

WORK TO BE DONE AS PER SPECIFICATIONS

61. The specifications to be follows for the execution of the works shall be:
- The latest CPWD specifications for works at Delhi with correction slips upto date of receipt of tender.
 - Relevant ISI standard for work not covered by the above.

- c) Material bearing ISI Mark shall be given first preference for use in works. For all articles without ISI marks the quality shall be judged by the relevant ISI specifications.
62. The Bill of Quantities is to be read in conjunction with the Form of tender drawings conditions of contract specifications as these documents are jointly explanatory and descriptive of the works included in contract. In case of conflict amongst description of the items(s) specifications conditions and drawings, the following order of precedence shall be followed.
- i) Provisions as per description of items(s)
 - ii) Provisions in special conditions of contract.
 - iii) Provisions in specifications.
 - iv) Provisions in drawings.
 - v) In absence of above the decision of Engineer-in-Charge shall be final & binding.

INSPECTION OF WORK

63. All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the O/l and other Authority Officials at all times during the usual working hours. At all other times, if notice for the inspection of site by the O/l or any other official is given to the Contractor should either himself be present to receive orders and instructions or a responsible authorised agent be present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall also provide all facilities necessary for inspection of the work by the O/l or other officials for which no payment shall be made to the Contractor.

The Officer-in-Charge/ Greater Noida shall have the right to inspect the work and related documents either through their authorised officers or any agencies appointed for such purpose as and when the need is felt in order to assess the work progress, the quality of material used in the construction and satisfaction execution of the work the contractor shall subject themselves to such inspection and shall carry out the instructions issued in pursuance of the above inspections.

64. A SITE ORDER BOOK shall be maintained at the site of the work in which instructions shall be given to the Contractor as and when necessary. These orders shall have to be signed and compiled with by the Contractor or in his absence by his authorised representative or agent & in such case it will be presumed the same have been conveyed to him in time.

VARIATIONS

65. The quantities given in the bill of quantities are approximate & are liable to variation upto 25% on either side without entitling the Contractor to any compensation or extra rate.

RATES

66. In giving their rates the Tenders should take into account all fluctuations of the market, as no claim shall be entertained on this account during the acceptance of the tender and currency of the contract.
67. The tendered rates shall be for all completed items of the work & shall include all quarrying royalties, testing, screening, tools and plants, railway freight, carriage

of materials to site, stacking & removal charge of any rejected materials also including G.S.T. and all other taxes in-force time to time as per Govt. Orders.

68. Tendered rates are inclusive of all taxes and levies payable under the respective statutes. However pursuant to the constitution (Forty Sixth Amendment) Act. 1982 if any further tax or levy is imposed by Statutes, after the date of receipt of tenders, and the Contractors thereupon necessarily and properly pays such taxes/levies, the Contractor shall be reimbursed the amount so paid provided such payment, if any, is not in the opinion of General Manager (Project) (whose decision shall be final and binding) attributable to delay in executing of work within the control of the Contractor.
 - i) The Contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Government and further shall furnish such other information/documents as the Engineer-in-charge may require.
 - ii) The contractor shall within a period of 30 days of imposition of any further tax or levy. Pursuant to the constitution (Forty Six - Amendment) Act 1982 gives a written notice thereof to the Engineer-in-Charges may require.
 - iii) No escalation on any account shall be paid.
69. Rates quoted shall be considered to be for all height unless specified other wise.

PAYMENT

70. The Contractor shall submit monthly running bills to the Greater Noida for the work completed by him during the month. The Officer-in-charge/Greater Noida shall check the bill and 75% payment shall be made for the certified amount within 15 days of submission of bill, balance amount due against this bill shall be released after the same is cleared by the DMIC IITGNL. Security deposit shall be deducted @ 5% from each bill unit the amount of security deposit recovered reaches the total figure outlined in Clause 1 of GPW From 9. The certificate of the Officer-in-Charge/Greater Noida regarding the sum payable against bills shall be final and conclusive.
71. Any claim during the period of contract will be submitted in writing within the currency of the contract bond failing which the claim shall not be entertained.
72. The Contractor shall sign "No claim certificate" on running bills and in case of any claims or extra item he must mention the item and rate and Qty. specifically otherwise no claim shall be entertained later on. Payment of claim shall only be made as within decided by the competent authority in Greater Noida.
73. G.S.T. with surcharge shall be deducted on the gross amount of the work done for all the payments made to the Contractor according to the provision of G.S.T. Act modified from time to time.
74. The Contractor shall submit a certificate along with each bill that full labour payment has been made by the Contractor till the end of the preceding month.
75. The provision of an item in the bill of quantities will not entitle payment for the same in case it forms part of any other item as per specifications, Special Conditions of contract through the same may have not been specifically described in the description of the item(s).
76. The Contractor shall have to sign FARKHATI at the time of final bill.
- 76A Amount shall be paid as per actual consumption payment should be proportionate.

ABNORMALLY HIGH/LOW RATES

77. In the case of abnormally low rated items, the minimum quantity stipulated in the agreement must be executed and no reduction in quantity shall be allowed without prior approval of the competent authority.

CO-OPERATION WITH OTHER AGENCIES

78. The contractor shall not put hindrance to any person or to other Contractors authorized by the department to carry out works of any nature entrusted to them. The Contractor shall have to allow the other party to work and adjust his work accordingly and no claim shall be entertained on this account. In case of any dispute the decision of the O/I shall be final and binding upon all the parties concerned.
79. The contractor shall do his work in such a way that the work of other Contractor is not hampered.

MISCELLANEOUS

80. The Contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as Government's property and such materials shall be disposed of to the best advantage of Govt. according to the instructions in writing issued by the Officer-in-Charge.
81. The normal working hours shall be from 8:30 A.M. to 5:30 P.M. and no work shall be carried out on Sunday and on gazetted holidays without specific permission of the O/I. No claim whatsoever shall be entertained on this account.
82. The Contractor shall at all times keep the premises free from accumulated waste material or rubbish caused by his employees on the work and on completion of the work he shall clear away whole site of such material and fill up the borrow pits made by him. He will leave whole of the site and works clear in a workman like manner. Nothing extra shall be paid to the Contractor for this clearing up. The Contractor shall maintain and keep the area in agreed sanitary condition, which is used by men engaged in the work by him. He shall remove and clear all structures etc. which may have been set up by the Contractor for accommodating his labour on the completion of the work to the satisfaction of the Officer-in-Charge/DMIC IITGNL.
83. In case of any dispute the decision of Director (DMIC IITGNL) shall be final & binding on the Contractor.
84. No claim for the interest will be entertained by the DMIC IITGNL in respect of the deposits mentioned in the contract or in respect of any money or balance which may be in their hands owing to any disputes between the DMIC IITGNL and the Contractor or in respect of any delay on the part of DMIC IITGNL in making monthly payments or otherwise.
85. The contractor shall submit the Securities/Performance Guarantee equal to 0.5% per 1% of percentage rates quoted below on printed rate in tender upto 10% and further if percentage rate quoted more than 10% below on printed rate, the Security/Performance Guarantee amount shall be calculated 1% per 1% quoted rate below on NIT exceeding 10% below.
86. As per rule and regulation it is mandatory that the contractor has to accept and act in accordance with the Scheme, Guidelines and Implementation Mechanism under Building and other Construction Workers (Regulation of Employment and Condition of Service) Act 1996 and that will be verified by the concerned Authority officials at every stages as mentioned in the U.P. Govt. orders.
87. Labour Licence valid upto till date before award of work.

88. आमंत्रित की जाने वाली निविदाओं में प्रतिभाग करने वाले निविदादाताओं को रु0 100/- के स्टॉम्प पेपर पर संलग्न प्रारूप (Appendix - E) के अनुसार शपथ-पत्र प्रस्तुत करना होगा कि उसका कोई सगा सम्बन्धी/नजदीकी रिश्तेदार/ब्लड रिलेशन का कोई व्यक्ति (जिसमें स्वयं के अथवा पति/पत्नी के दादा-दादी, माता-पिता, भाई-भाभी, बहन-जीजा (Vice-Versa), चाचा-चाची, ताऊ-तायी, मामा-मामी, बुआ-फूफा, मौसा-मौसी तथा उनके पुत्र एवं पुत्री सम्मिलित हैं) ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण में स्थाई/अस्थायी/दैनिक वेतन/मानव शक्ति आपूर्तिदाता के माध्यम से किसी भी पद पर कार्यरत नहीं है।

89. **For Time Extension:**

- (i) In case if there is no delay in works on contractor's part. Time extension will be granted by Competent Authority as per order time to time.
- (ii) In case the delay is because of the lapse on the part of contractor, the time extension may be granted at the sole discretion of the Sanctioning Authority as per orders time to time.

S.No.	Work Value	No. of Days	Penalty
1.	Upto Rs. 25 Lacs	First 30 days	No penalty
		Next 60 days	1% of work value
		Next upto 90 days	2% of work value
2.	Upto Rs. 50 Lacs	First 30 days	No penalty
		Next 60 days	1% of work value
		Next upto 90 days	2% of work value
		Next upto 120 days	3% of work value
3.	Upto Rs. 200 Lacs	First 30 days	No penalty
		Next 60 days	1% of work value
		Next upto 90 days	2% of work value
		Next upto 120 days	3% of work value
		Next upto 150 days	4% of work value
4.	Above Rs. 200 Lacs	First 30 days	No penalty
		Next 90 days	1% of work value
		Next upto 120 days	2% of work value
		Next upto 150 days	3% of work value
		Next upto 180 days	4% of work value

Extension beyond above limits may be granted with 5% penalty.

From the payment for the work executed beyond the contract bond period, an amount equivalent to 5% of total work done shall be withheld. This withheld amount shall be released after the sanction of extension of time.

90. Regarding Covid-19 all directions issued by State Govt./Central Govt. and also issued time to time in future shall be applicable & binding.

**MANAGER
(DMIC IITGNL)**

SPECIAL TERMS & CONDITIONS FOR TENDERS FOR:
HORTICULTURE WORKS:

1. Firms/Proprietor who are executing two works in the Horticulture division DMIC IITGNL will not be eligible for these tenders before completion of 100% existing work as per bond.
2. No firm will be eligible for more than two works even if it qualifies the pre-qualification bid or the rates submitted by them are lowest.
3. Firms who are eligible, submit the tender for any or all the works but award of tender will be for their lowest rates for only two works as per eligibility.
4. If any two firms having same Proprietor then it will consider as Clause-1 above.
5. S.T.P. water should be used by Contractor for watering of plants.
6. Name of Firms and Mobile Number should be printed on Water tankers.
7. Contractor should maintain flower beds in every parks & central verge as per direction of Officer-in-charge.
8. If earlier boring is not found working, then contractor should deploy water tankers daily at site.
9. All trees should be numbered serially.
10. The contractor will display board with complete details of agreement e.g. Number of trees, shrubs etc. at site.

MANAGER
(DMIC IITGNL)

(Note: As per Clause no. 7 of this section, the below-mentioned special conditions shall be read in conjunction with the General Conditions of the Contract)

1. Data Sheet for Target Location/Area of Interest

The contract includes the maintenance and development of landscape and horticultural work for Sector Alpha 1 and 2. The Area of Interest includes the following:

Table 1: Details of area of interest

Name of Sector	
-----------------------	--

Development Works (if applicable)

Table 2: Details of green areas to be developed

Sr. No	Location	Type of Development	Area to be developed	Other Details

Maintenance Works (if applicable)

Table 3: Details of Green Belts, Sector Parks, and Roads for maintenance

Sr. No.	Area (Sqm)	Perimeter (m)	Trees	Shrubs	Swings	Bench	Dustbin	Motor Pump

Table 4: Green Cover within the Sector

	Location	Trees	Shrubs

Table 2: Details of Lighting

Sr. No.	Sector	Pocket/Block	Total no. of Lights		
			250 Watt.	150 Watt.	Pole

Note: The illustration in Section 1 is indicative and may vary on ground.

2. **Scope of Work**

The parks & green areas which are developed by DMIC IITGNL require timely maintenance or redevelopment. This is the most important aspect for long run sustainability and proper maintenance of greens in the City. Some of these parks have scope to cater a larger population by integration of few essential public facilities. These facilities can provide more reasons to citizens of Greater Noida to visit their neighbourhood park and can make public parks a better place for all.

DMIC IITGNL plans to protect and develop the green spaces in every sector across Greater Noida in a holistic manner. A comprehensive development and maintenance contract shall be awarded to a sole agency with the motive of centralised sectoral green area planning. Each sector shall be referred as Area of Interest as illustrated in Table 2, 3, and 4.

The contract will comprise of two types of works:

- **Maintenance/development of green cover** – this shall include maintenance/development of all the green space developed within the Area of Interest.
- **Maintenance/development of hard infrastructure** – this shall include maintenance of all the hard infrastructure in the Area of Interest which may include civil work, MEP, demolition etc.

The Contractor will be responsible for development and maintenance work for the entire sector as awarded under this contract. The broad scope may include but is not limited to as follows:

2.1 Development Project *(applicable only for new development work)*

i. Land Levelling

The Contractor must on his own expense ensure the land levelling as required as per the design and plan without hindering any eco-sensitive guideline of Central/State Government and the Authority. All the machinery and manpower requirement for levelling of land must be ensured by the Contractor.

ii. Preparation and approval of Landscape/Horticulture Plan

The Contractor must develop a Landscape/Horticulture Plan prior to commissioning of the civil work. The plan prepared by the Contractor must be a comprehensive plan which must include all the aspects such as but not limited to detailed layout plan, landscape design, types of plants, civil works, MEP, work plan for the entire development project etc. This plan has to be approved by the Authority and the Contractor must ensure adherence of this plan throughout the project. Any variation from the approved plan must be executed only with written approval of the Authority.

iii. Procurement and application of top layer soil

The Contractor must ensure procurement and application of top layer soil, fertilizer etc.

iv. Development of Green cover (planting of trees, shrubs flower beds etc)

The Contractor must develop the green cover ensuring adequate quantitative and qualitative measures. Contractor must ensure planting as per the landscape/horticulture plan.

v. Development of Hard Infrastructure

The Contractor must ensure development of hard infrastructure which shall include but not limited to any construction / renovation / demolition / redevelopment of permanent or temporary structure such as gazebo, amphitheatre, boundary wall/fencing, benches, playground furniture (swings, seesaw, merry-go-round etc.) planter walls, open air gym etc. All the infrastructure work must ensure compliance with the plan and drawing as approved by DMIC IITGNL and no variation shall be allowed without prior approval of DMIC IITGNL and amendment in the Landscape/ Horticulture Plan under any circumstance.

vi. Mechanical, Electrical, and Plumbing (MEP) works *(If Applicable as per Section 1)*

The Contractor must ensure all the MEP works are covered as planned in Landscape/ Horticulture Plan for the Area of Interest as approved by DMIC IITGNL. The Contractor must ensure installation of only energy saving LED lights as part of this contract. The MEP works may include but not limit to installation of LED lights, ornamental lights, light poles, high mast lights, irrigation piping, installation of water sprinklers, electrical wiring, water supply infrastructure as required etc.

vii. Dumping / disposal of waste

The Contractor must ensure disposal and dumping of all the any type of waste generated during construction work and must adhere to all the Sanitation Policies as enforced by DMIC IITGNL.

- a) Construction and Demolition waste: The Contractor shall be responsible for all the waste generated by the Contractor in the Area of Interest. The Contractor must ensure collection, segregation and storage of the waste generated to be contained within the premise. Post segregation of recyclable / reusable waste from other C&D waste, the Contractor is responsible for transporting the waste to collection point as designated by DMIC IITGNL. Waste generators who generate more than 10 tons or more in one day or 300 tons per project in a month shall segregate the waste into four streams such as concrete, soil, steel, wood and plastics, bricks and mortar and shall submit waste management plan and get appropriate approvals from the local authority before starting construction or demolition or remodelling work and keep the Concerned Authorities informed regarding the relevant activities from the planning stage to the implementation stage and this should be on project to project basis.
- b) Dust or littering of waste: The Contractor must ensure there is no dust or littering in the Area of Interest at any point of time. In case any littering or dust is settled in the surrounding area or deposition of waste causing traffic congestion or public inconvenience or blockage of drain due to the work under this contract, the Contractor on his own expense must get the waste cleaned and disposed at the designated spot.
- c) Dry waste: The Contractor must ensure segregation and collection of the dry waste into inert waste and recyclable waste. The recyclable waste must be resolved with empanelled vendors with DMIC IITGNL. Whereas, the collection for disposal of inert waste to be ensured to be transported to designated points as defined by DMIC IITGNL.
- d) Horticulture / wet waste: The Contractor must ensure proper processing of all the horticulture / wet waste generated within the Area of Interest. In case of pit composting, the pit must not be preferably more than 3 feet in depth. The products generated by composting must be reused only in the designated green by the Contractor. Horticulture waste such as dry leaves, flowers etc. must be composted within the designated green area or sector and reused.

NOTE: Burning of any waste is strictly prohibited.

The Contractor must ensure installation of adequate number of dustbins across the Area of Interest. These dustbins must be a combination of combination of 3 sets which must clearly mention segregation of waste. The segregated waste shall include biodegradable, non-biodegradable and recyclable.

2.2 Maintenance of the Green Area *(applicable only for maintenance work or post development maintenance work)*

The Contractor at all times will need to keep the whole park fully maintained as per best Industry practice. It includes following components of maintenance

i. Supply adequate Manpower

Manpower supply must be adequate throughout the contract period. The Contractor must ensure deployment of skilled manpower in adequacy ensuring timely and efficient maintenance. The Contractor will provide list of manpower with their ID card to authority before starting the work. Any replacement will also need to be informed

ii. Irrigation

Timely and sufficient irrigation is to be done daily or on need basis either by hosepipe or by pressurized irrigation system wherever installed.

iii. Maintenance of green grass to highest standards always

iv. Weeding

Regular uprooting of unwanted weeds/plants with roots and all from garden area to keep the garden weed free.

v. Cleaning

Daily cleaning of garden including lawn, garden pathways, shrubbery, flowerbeds etc. to keep it free from fallen leaves, and any garbage. Contractor to provide necessary qualified personnel's, supervision and all that is required to collect garden waste non-Organic waste / organic waste from jobsite and dispose the same to designated area as instructed by the Authority.

vi. Training and Pruning

Training of climbers, green covers /shrubs etc. are to be carried out as per the instructions of the Authority. Pruning operation is to be carried out with the help of proper tools like power hedge shear, bush cutter, chainsaw, axe etc. Pruning of shrubs, hedge, trees etc. is to be undertaken as per the instructions of the Authority. While pruning care should be taken to take a clean cut of branches to avoid peeling of bark. After pruning, wherever applicable plant protection measures are to be undertaken.

vii. Insecticide, pesticide, manure and Fertilizer Application

Application of manure / fertilizers includes broadcasting or thorough mixing wherever applicable. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of the Authority. Areas to be treated shall be blocked off and warning signs posted.

viii. Soil Application

Contractor shall apply good soil as and when required in the garden as per the instructions of the Authority for top dressing. Contractor shall bring soil from area within site premises. Contractor will ensure that ground is plane at all times , without any unevenness and landscapes are also very smooth and maintained at all times

ix. Plant Protection Measures

Whenever required Contractor is to undertake pesticides application for plant protection from insect and disease attack as per the instructions of the Authority. Contractor shall use proper equipment's like Knapsack Power sprayers, Power dusters etc. for application of pesticides. Contractor must use Personal Protective Equipment's like gasmask, gloves, apron and goggles for carrying out such operations.

x. Mowing

Mowing should be carried out on need basis to maintain the lawn height at 15-40 mm or as per the instruction of the Authority, followed by cleaning of lawn to remove grass clippings. Application of fertilizers as per instructions of the Authority.

Renovation of dead/yellow patches in lawn area is to be carried out as and when required as per the instructions of the Authority. Side cutting of lawn is to be carried out along the shrubbery, flowerbeds, hedges, edges, and ground cover area. Garden pathway grass cutting is to be done regularly. If required scraping/raking, top dressing with soil/sand of lawn area is to be carried out as per the instructions of the Authority.

xi. Shrubs

Shrubbery should be healthy, disease and weed free and properly pruned to give desired shape. Loosening of soil around shrubs once in 15 days and/or as and when required to facilitate aeration of roots. Mortality replacement is to be carried out immediately. Timely irrigation and recommended manure/fertilizer application.

xii. Ground cover

Ground cover shall be healthy, patch less and weed free. Mortality should be replaced immediately to avoid open patches in the Ground cover. Pruning and training as and when required keeping it in a proper shape. Taking up plant protection measures.

xiii. Climbers

Climbers should be properly trained. Weeding around the Climbers. Mortality replacement is to be carried out immediately. Loosening of soil around the climbers to facilitate aeration of roots. Watering on need basis. Training and Pruning once in a month or on need basis. Taking up plant protection measures and application of recommended manure/fertilizers. If required staking to be done.

xiv. Tree, Palms and Accent Plants

Weeding in area around the tree within dia of 1.5 meter. Mortality replacement is to be carried out immediately. Watering on need basis. Making basin of suitable size for each plant. Training and Pruning once in a month or on need basis to give desired shape to the tree. If required staking to be done. Taking up plant protection measures and application of recommended manure/fertilizers.

xv. Flower beds

Contractor is to maintain flowerbeds in healthy conditions and will carry out replacement of mortality, if any, immediately to avoid open patches in the flowerbed. Periodical removal of dead heads during flowering. If required uprooting of flowerbed after flowering is over. Contractor shall plant flower seedlings in flowerbeds after proper soil preparation and mixing of recommended manures/fertilizers as per the instructions of the Authority.

xvi. Dumping of waste

The Contractor is responsible for cleaning and dumping of the waste generated in the process of maintenance. The dumping and disposal of waste must follow the SWM policy of Greater Noida.

- e) Construction and Demolition waste: The Contractor shall be responsible for all the waste generated by the Contractor in the Area of Interest. The Contractor must ensure collection, segregation and storage of the waste generated to be contained within the premise. Post segregation of recyclable / reusable waste from other C&D waste, the Contractor is responsible for transporting the waste to collection point as designated by DMIC IITGNL. Waste generators who generate more than 10 tons or more in one day or 300 tons per project in a month shall segregate the waste into four streams such as concrete, soil, steel, wood and plastics, bricks and mortar and shall submit waste management plan and get appropriate approvals from the local authority before starting construction or demolition or remodelling work and keep the Concerned Authorities informed regarding the relevant activities from the planning stage to the implementation stage and this should be on project to project basis.

- f) Dust or littering of waste: The Contractor must ensure there is no dust or littering in the Area of Interest at any point of time. In case any littering or dust is settled in the surrounding area or deposition of waste causing traffic congestion or public inconvenience or blockage of drain due to the work under this contract, the Contractor on his own expense must get the waste cleaned and disposed at the designated spot.
- g) Dry waste: The Contractor must ensure segregation and collection of the dry waste into inert waste and recyclable waste. The recyclable waste must be resolved with empanelled vendors with DMIC IITGNL. Whereas, the collection for disposal of inert waste to be ensured to be transported to designated points as defined by DMIC IITGNL.
- h) Horticulture / wet waste: The Contractor must ensure proper processing of all the horticulture / wet waste generated within the Area of Interest. In case of pit composting, the pit must not be preferably more than 3 feet in depth. The products generated by composting must be reused only in the designated green by the Contractor. Horticulture waste such as dry leaves, flowers etc. must be composted within the designated green area or sector and reused.

NOTE: Burning of any waste is strictly prohibited.

xvii. Water Logging

The Contractor must ensure, there must be no water logging at any point of time and required measure are taken during maintenance.

2.3 Maintenance of Hard Infrastructure

i. Groundwork (ploughing, digging, filling etc)

The Contractor must undertake ground maintenance works which may include but not limit to ploughing, digging, filling, excavation etc.

ii. Maintenance and cleaning of Watering equipment (including piping work)

All the equipment utilised for watering which may include but not limit to piping, water hose, water sprinklers etc. The Contractor must ensure there is no leakage of water in the piping system or waterlogging due to leakage or watering.

iii. Maintenance of wear and tear of any equipment or replacement if directed by the Authority

iv. Mechanical and Plumbing maintenance

The Contractor must ensure maintenance of all mechanical and plumbing related work in the entire Area of Interest. The Mechanical and Plumbing maintenance shall include but not limit to watering and irrigation equipment, electrical wiring, mechanical installations, piping work etc.

v. Maintenance of fence, boundary walls, including gates /doors /cattle catcher etc. including white washing post monsoons annually (and under special situations such as vandalism). The maintenance work shall include all kind of construction and civil work which may be required throughout the contract period.

vi. Maintenance of pathways

The contract must ensure timely maintenance of pathways within the Area of Interest. All the pathways will be included in the maintenance scope of the Contractor which shall include jogging track, interlocking, pathway/roads inside the parking, green turf etc.

vii. Maintenance of Furniture

The furniture may include but not limited to swings, bench, beautification material, dustbins etc. All the furniture must be well maintained by the Contractor at any point of time within this contract timeline.

3. Deliverable Reports

- I. Monthly Progress Report (*for development projects*)
- II. Monthly Maintenance Report - the report must consist of the following:
 - a. Weekly targets
 - b. Watering
 - c. Supply and application of manure, neem oil cake, bone meal, soil, insecticides or any other material supplied for maintenance purposes of the green cover
 - d. Condition of the hard infrastructure observed or fixed by the Contractor
 - e. Ongoing works
 - f. Any other relevant information as per requirement
 - g. Report must also contain Photographs of the works being done by the contractor. (Few photographs must also include photographs of daily newspaper as proof.)
- III. Report on variation in scope
(All report must be submitted via email on official ID of Horticulture Department, DMIC IITGNL. Hardcopy submission shall not be considered as valid.)

4. Service Level Agreements

Type of Work	Service Level	Penalty
Development Project	Submission of Landscape / Horticulture Plan within the stipulated timeline	Up on failure of timely submission of Landscape/Horticulture Plan 0.1% of the next due payment may be deducted on everyday basis till the date of compliance
	Commission of work within stipulated timeline from the date of approval of plans	Up on failure of timely commissioning of work 0.1% of the from the next due payment may be deducted on everyday basis till the date of compliance
	Completion of work within stipulated timeline from the date of approval of plans	Up on failure of timely completion of work 0.1% from the next due payment may be deducted on everyday basis or performance security deposit submitted by the Contractor.
	Compliance of SOP	The deduction on noncompliance of SOP shall be decided by the Authority depending up on the severity of the issue.
	The Authority may commission review/audit of the site to a Third-Party Inspection Agency (TPIA) / Authority Officials	The deduction on noncompliance in the TPIA report shall be decided by the Authority depending up on the severity of the issue. The Authority may issue a notice to the Contractor to meet the compliance standard within 5 days of issuing the notice. Failure to meet the timeline will result into deduction of 0.1% from the next due payment may be deducted on everyday basis till the date of compliance
	A monthly progress report must be submitted to the Authority within 30 days interval period	In case the Contractor fails to submit a timely progress report, 100% of the coming milestone payment shall be held by the Authority till the submission of the progress report. Maximum 1-week extension shall be given by the Authority. I Failure to meet the timeline will result into deduction of 0.1% from the next due payment may be deducted on everyday basis till the date of compliance. If it is found that the Contractor has falsely stated

Type of Work	Service Level	Penalty
		information in the progress report, the penalty shall be imposed by the Authority depending up on the severity of the issue.
Maintenance	Maintenance of the Area of Interest as mentioned in this document	<p>In case the Authority finds that the Contractor has failed to maintain the Area of Interest as mentioned in this bid document, a notice will be issued to the Contractor. Within seven days of issuing the notice, the issue must be addressed. In case the failed maintenance work is:</p> <ul style="list-style-type: none"> a) 5% to 15% of the prescribed work, a deduction of 10% of the quoted rates for particular required services/items may be imposed; b) more than 15% to 25% of the prescribed work, a deduction of 20% of the quoted rates for particular required services/items may be imposed; and c) more than 25% of the prescribed work, a deduction of 40% of the quoted rates for particular required services/items may be imposed <p>from the coming payment milestone and upon multiple such events, the contract may get cancelled, pending payments and performance security shall be forfeited.</p>
	Adequate supply of products for maintenance and development of trees, shrubs, plants etc.	<p>In case the Authority finds that the Contractor has failed to supply products for maintenance and development of trees, shrubs, plants etc. as mentioned in this bid document, a notice will be issued to the Contractor. Within seven days of issuing the notice, the issue must be addressed. In case the failed supply of products for maintenance and development of trees, shrubs, plants etc. is:</p> <ul style="list-style-type: none"> a) 5% to 15% of the required quantity, a deduction of 10% of the quoted rates for particular required services/items may be imposed of; b) more than 15% to 25% of the required quantity, a deduction of 20% of the quoted rates for particular required services/items may be imposed; and c) more than 25% of the required quantity, a deduction of 40% of the quoted rates for particular required services/items may be imposed <p>from the coming payment milestone and upon multiple such events, the contract may get cancelled, pending payments and performance security shall be forfeited.</p>
	There must be no weeding or jungle formed in the entire	In case weeding or jungle found by the Authority, a notice will be issued to the Contractor. Within seven days of issuing the notice, the issue must be

Type of Work	Service Level	Penalty
	Area of Interest	addressed. Failure to which will lead to deduction of 5% of the payment as per the quoted rate for that particular work/ service shall be deducted from the next due payment on everyday basis and upon multiple such events, the contract may get cancelled along with pending payments and performance security shall be forfeited.
	All the watering equipment in the area must be well maintained and functioning at all point of time	In case noncompliance found by the Authority, a notice will be issued to the Contractor. Within two days of issuing the notice, the issue must be addressed. Failure to which will lead to deduction of 5% of the payment as per the quoted rate for that particular work shall be deducted from the next due payment on everyday basis and upon multiple such events, the contract may get cancelled along with pending payments and performance security shall be forfeited.
	There should be no litter of garbage or waste caused due to maintenance or construction work at any point of time in the Area of Interest	In case garbage or waste caused due to maintenance or construction work is found by the Authority, the Contractor will be penalised as per the prevailing SWM policies of Greater Noida. Up on multiple events, the contract may get cancelled along with pending payments and performance security shall be forfeited.
	A monthly maintenance report must be submitted to the Authority within 30 days interval period	In case the Contractor fails to submit a timely maintenance report, 100% of the maintenance fee shall be held by the Authority. Maximum 1-week extension shall be given by the Authority. Failure to meet the timeline will result into deduction of 0.1% from the next due payment may be deducted on everyday basis till the date of compliance. If it is found that the Contractor has falsely stated information in the progress report, the penalty shall be imposed by the Authority depending up on the severity of the issue.
	The fencing and boundary wall must be well maintained and whitewashed at least once annually post monsoon	In case it is found that the boundary wall or fencing is not maintained as per the contract details, the Contractor will be issued a notice to fix the issues within 5 days. If the Contractor fails to meet the timeline, 5% of the quoted rate of the particular item from the next due payment may be deducted on everyday basis and upon multiple such events, the contract may get cancelled along with pending payments and performance security shall be forfeited.
	All the furniture which may include but not limited to dustbins, swings, bench etc must be well maintained at any point of time within the contract period	In case it is found that the furniture in the area is not maintained as per the contract details, the Contractor will be issued a notice to fix the issues within 5 days. If the Contractor fails to meet the timeline, 5% of the quoted rate of the particular item from the next due payment may be deducted on everyday basis and upon multiple such events, the contract may get cancelled along with pending payments and performance security shall be forfeited.

Note:

1. In case the penalty imposed by the Authority is more than 10% of the Contract Value, the contract may be cancelled depending on the situation. Such event shall also include forfeit of pending payments at that point, security deposit or any other such deposit by or

payment to the Contractor. However, in special circumstances, total penalty cap maybe increased to 20% of the Contract Value after approval of CEO, DMIC IITGNL. In this case, an overall additional 5% penalty shall be charged from all future due payments. The penalty shall be imposed only on the total delivered quantities/services.

2. Citizen Grievance Redressal Process: Contractor must ensure all complaints raised by Citizens are address as per timelines decided by DMIC IITGNL from time to time. The penalty for non-compliance shall be decided by the Authority depending up on the severity of the issue.

5. Technical Details

1. Soil and Manure

- i. Supplying and stacking of well decayed cow dung manure at site including royalty and carriage with all leads and lifts (manure shall be measured in stacks and will be reduced by 8% for payment.) (Manure shall be applied two times in a year).
- ii. Supply of pulverised & un-decorticated neem oil cake at site packed in plastic bags with all carriage & lead.
- iii. Supply of steamed bone meal @ 1 kg per plant at site packed in plastic bag with all carriage & lead.
- iv. Supply of Gypsum well packed at site with all carriage & lead.
- v. Supply of chlorpyriphos 20% E.C. for anti-termite treatment of plants @ 2ml per plant and in the interval 1 month per year i.e. 12 times in a year hence it comes 24ml/plant or 0.024 Litre/plant at site with all carriage & lead.
- vi. Supply & planting of plants/ shrubs/ lawn/ ground cover/ hedge as required by Engineer in charge in bags or in earthen pots well branched, well established & free from disease at sites including stacking with bamboo & tied-up Sutali.

2. Maintenance detail

All the trees and shrubs need to be maintained at all times . An indicative schedule of activities is mentioned below. But it is clarified that trees and shrubs need to be well maintained at all times.

S.No.	Description	Watering Frequency except rainy season	Pruning/Cuttin g post rainy season	Hoeing/ Weeding Frequency	Mowing	Manure Medicine	Remark s
1.	Trees and Shrubs 4 & 5 years old	Every 10 th day in summer from Dec to feb	Every 10 th day up to half of the height of the tree	Fortnightly		Once in three months	
2.	Trees and Shrubs 3 years old	Once a week or every 7 th day in summer and every 10 th day from Dec to Feb	After rainy season	Fortnightly		Once in three months	
3.	Trees and shrubs 2 years old	Every 5 th day	After rainy season	Fortnightly		Once in three months	
	Grassed portion permanent ground cover and seasonal flowers	Twice a week from Dec to Feb and thrice a week in rest of the years	Every 15 th day	Every week	Every 10 days	Once in three months	The grass has to be kept clean with 1.5" thickne ss

Mulching:

All the dried grass, fallen leaves etc. around the plants should be spread in a vacant pit nearby and covered with alternative layer of compost. The mulch can then be converted and used as manure. All the paper, polythene, bricks shall be segregated and disposed as per the SWM policy of Greater Noida.

Stacking:

All the newly planted trees and one year old (where required) must be stacked with bamboo sticks so that they do not fall. The creepers must be tied and manoeuvred to climb on ropes so that they have proper growth.

NOTE: In case any other such information is required to be included shall be supplied by the department.

6. Tools and Machinery

The Contractor must at minimum possess or rent but not limited to the below illustrated tools and machinery prior to commissioning of work under the terms and conditions of this bid document.

S.No.	Name of Machinery	Up to 100 Lacs	Above 100 Lacs
1.	Tractor with water tanker of 4000 Liters Capacity	01 No.	02 Nos.
2.	Diesel Engine with Water pump and all accessories	01 No.	02 Nos.
3.	R.H. Pipe (1" Dia)	01 No.	01 No.
4.	Tractor Trolly	01 No.	03 Nos.
5.	Water cane, spade, pickaxe, Khurpi, Scateure, Basket, Plastic Pipe, Sprayer, Spanner, Shovel, Lawn Mover machine and rubber hose pipe	as per site day to day requirements	as per site day to day requirements
6.	Submersible Pumps as per requirement	as per requirement	as per requirement

Note: This list is only indicative and in case extra tools/machinery is required, the Contractor shall procure the required tools / machinery at his own cost to deliver the activities as defined in the Scope of Work of this Tender. No additional payment shall be paid to Contractor by Authority for these additional tools / machineries.

7. Terms and Conditions of Contract

These special conditions shall be read in conjunction with the General Conditions of the contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the contract the provisions of these special Conditions shall take precedence.

**MANAGER
(DMIC IITGNL)**

G.P.W. FORM - 9

Approved by U.P. Govt. Vide D.O. No. 6628-A C-23-S.N.
Anubhag G-19, AC/1969 Dated 9.3.1972
And Also

Amended vide CE's Letter 1921/MT 62/1973 Dt. 30.3.1974

CHAPTER - VII: PART 371

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1. The "Contract" means the documents forming the tender and acceptance thereof and the formal agreement executed between the "**GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**" (DMIC IITGNL) and the "**CONTRACTOR**" together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the Contract the following expressions shall, unless the context otherwise requires, have the meaning herewith respectively assigned to them :-
 - a) The "**WORK**" or "**WORKS**" shall, unless there be something either in the subject or context repugnant to such construction, shall be construed and taken to mean the work by or by virtue of the contract to be executed whether temporary or permanent and whether original, altered, substituted or additional.
 - b) The "**SITE**" shall mean the land and/or the other places, on, into or through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The "**CONTRACTOR**" shall mean the "Individual" or "Firm" or "Company" whether incorporated or not, undertaking the works and shall include the legal personal representative of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual or Firm or Company.
 - d) The "**Director**" shall mean the Director, DMIC IITGNL, his successors or assignees.
 - e) The "**ENGINEER-IN-CHARGE**" shall mean the General Manager (Proj.)/Manager/The Manager as the case may be who shall supervise and be in-charge of the work and who shall sign the contract on behalf of DMIC IITGNL.
 - f) "**DMIC IITGNL**" shall mean Delhi Mumbai Industrial Corporation Integrated Industrial Township Gr. Noida Ltd. (Constituted under section 3(i) of U.P. Industrial Area Development Act. 1976 (U.P.) Act. No. 6 of 1976) and having its main administrative office in Plot No.-1, Sector K.P.-IV, Greater Noida includes its Chairman/Chief Executive officer/Additional Chief Executive Officer/Director/General Manager (Proj.) and/or any of

- their authorized representative and/or its successors and permitted assignees.
- g) The “**TENDERED COST**” shall mean the cost of entire work as estimated on the basis of the tendered rates or rates agreed to between the parties of contract.
 - h) The “**DEPARTMENT**” shall mean Engineering Department of Greater Noida Industrial Development Authority.
 - i) The “**ESTIMATED COST**” shall mean the cost of entire work put to tender.
 - j) The “**MARKET RATE**” shall mean the rate as decided by the Engineer-in-charge on basis of the cost of materials and labour at site where the work is to be executed plus the profits and overheads as permitted by him.
- 3) The Tenderer is required to submit a non-judicial Stamp Paper of Rs. 100/- (Rupees one hundred Only) with a Rs. 1/- revenue stamp affixed there on. In case the tender is received without non-judicial stamp paper worth Rs. 100/- it will not be considered.
 - 4) Vide G.O. No. 1916/17-8-A-32-185 dated 17.10.85 of U.P. Govt. the Tender is required to submit non-judicial stamp paper as per the direction of DMIC IITGNL on the full security of the bonded amount at the time of signing contract documents.

CLAUSE 1: SECURITY DEPOSIT

The Contractor shall permit DMIC IITGNL at the time of making any payment to him for work done under the contract to deduct at the rate of 5% (Five Percent) of gross amount of each running account bill, on account of security deposit until such deduction along with the sum already deposited as earnest money (to be adjusted in the last deduction) will amount to security deposit of 5% of the Actual of work.

Such deduction will be made and held by the DMIC IITGNL by way of security deposit unless he/they has/have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. securities or Fixed Deposit receipt or Guarantee Bonds of any Scheduled Bank in India if the security is furnished in the form of Guarantee Bonds the Contractor undertakes to review and to furnish fresh guarantee to cover the period of time of extension, if any, and failure on his part to do so shall be considered as breach of contract and without prejudice to any other remedy provided in these conditions, the Engineer-in-charge shall have the right to withhold payments and deduct entire security amount from any money becoming payable to the contractor under this or any other contract with the DMIC IITGNL.

The amount of the security money shall, if not withheld on account of breach of contract, be refunded after twenty four months (50% after 12 months & 50% after 24 months) of the date of completion of the work or after payment of the final bill, whichever is later provided that in case that payment of final bill is not made within twelve months of the completion of the work 75% of the amount of the security money can be refunded with the prior approval of the authority next higher to the person accepting the contract on behalf of DMIC IITGNL.

All compensation or other sum of money payable by the contractor to DMIC IITGNL under the terms of this contract may be deducted from or paid by the sale of sufficient part of his security deposit, or from the interest arising therefrom or from any sums which may be due to, or may become due to contractor by DMIC IITGNL on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid, any sum or

sums which may have been deducted from or raised by sale of his security deposit, or any part thereof.

CLAUSE-2 : COMPENSATION FOR DELAY

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 10th day after the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of Contractor) and the Contractor shall pay as compensation an amount equal to one percent of estimated cost or such smaller amount as the Greater Noida (whose decision in writing shall be final) may decide on the amount of the estimate cost of the whole work as shown in the tender for every day that the work remains uncommenced after the proper date and further to ensure good progress during the execution of the work the contractor shall be bound in all cases in which time allowed for any work exceed one month to complete one eighth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, three eighth of the work before half of the of such time has elapsed and three fourth of the work before three fourth of such time has elapsed. In the event of the Contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent, or such smaller amount as the Greater Noida (whose decision in writing shall be final) may be decided on the said estimated cost of the whole work for every week that the due quantity of work remains incomplete, provided that before taking action under this Clause the officer accepting the contract on behalf of the Greater Noida, shall give a notice of 15 days in writing to the Contractor and provided always that the entire amount of compensation to be paid under the provision of this Clause shall not exceed 10% of estimated cost put to tender (to struck off, in all cases when the time allowed for completion does not exceed one month).

CLAUSE-3 : ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:

The officer accepting the contract on behalf of the DMIC IITGNL or the Engineer-in-Charge shall have the power, without prejudice to his right against the contractor in any respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provision of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing to determine the contract in any of the following cases.

- a) If, the Contractor having been given by the Engineer-in-charge, a notice in writing (which notice under the hand of the Engineer-in-charge communicated through the Assistant Manager/Manager/Senior Manager/General Manager (Proj.) shall be conclusive evidence) to rectify, reconstruct or replace any defective work or any work damaged by any reason what-so-ever or that the work is being performed in any inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter of such notice or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer-in-charge (which shall be final and binding) he will be unable to secure completion of the work by the date of completion or he has already failed to complete the work by the date.
- b) If the contractor being a company shall pass a resolution or the Court shall make an order that Company shall be wound up or if a Receiver or a Manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the Court or creditor to appoint a Receiver or Manager or which entitle the Court make a winding up order.
- c) If the Contractor commits breach of any of the terms and conditions of this contract other than those mentioned in Sub-Clause -a above.
- d) If the Contractor commits any facts mentioned in Clause -21 hereof.

2. When the Contractor has made himself liable of action under any of the cases aforesaid the officer accepting the contract on behalf of DMIC IITGNL or the Engineer-in-charge shall have powers to adopt any one or more of the following courses as he may deem best suited to the interest of the Greater Noida.
 - i) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Engineer-in-charge or communicated through Manager/Sr. Manager/ General Manager (Proj.) shall be conclusive evidence) upon such determination or rescission the security deposit of Contractor shall be liable to the forfeited and shall be absolutely at the disposal of the DMIC IITGNL.
 - ii) To employ labour paid by the department and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and price of the materials of the amount of which cost and the price of certificate under the hand of the Engineer-in-Charge communicated through the Manager/Sr. Manager/General Manager (Proj.) shall be final and conclusive against the contractor and the crediting him with the value of the work done in all respects in the same manner and at the same manner and at the same rates as it had been carried out by the Contractor under the terms of this contract. The certificate of the Engineer-in-charge as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under this sub-clause shall only be taken after giving notice in writing to the contractor provided also that if the expenses incurred by the Department are less than the amount payable to the contractor at his agreement rates, the difference shall not be paid to the contractor.
 - iii) After giving notice to the contractor to measure-up the work of the Contractor and to take such whole, or balance, or part thereof as shall be un-executed out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Engineer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the DMIC IITGNL under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.
3. In the event of any one or more of the course mentioned in sub-clause-2 above being adopted by the Engineer-in-charge the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material or entered into any engagement or made any advance on account or with a view to the execution of the work or the performance of contract and in case action is taken under any provisions aforesaid the Contractor shall not be entitled, to recover or be paid any sum for any work thereof actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE-4 : CONTRACTOR REMAINS LIABLE TO ANY COMPENSATION EVEN IF ACTION NOT TAKEN UNDER CLAUSE-3 (POWER TO TAKE POSSESSION OF REQUIRE REMOVAL OF OR SELL CONTRACTOR'S PLANT)

In any case in which any of the powers conferred upon the officer accepting the contract on behalf of the DMIC IITGNL or the Engineer-in-Charge by Clause-3 hereof shall have become exercisable and the same are not exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall not withstanding be exercisable in the event of any future case of default by the contractor for which by any clauses or clause hereof he is declared liable to pay compensation and

the liability of the Contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the power vested in him under the preceding clause the Engineer-in-Charge may if he so desire take possession of all or any tools, plant, materials or stores in or upon the works. Power to take possession of or require removal of or sell Contractor's plant at the site thereof or belonging to shall the Contractor or procured by him & intended to be used for execution of the work or any part thereof paying or allowing for the same in account at the contract rates in the case of these not being applicable at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final otherwise the Engineer-in-Charge may by notice in writing to the Contractor or his clerk of the works, foreman or other authorized agent require him to remove such tools, plants, materials or stores from the premises [within a time to be specified in such notice), and in the event of the Contractor failing to comply with, any such requisition the Engineer-in-Charge may remove at Contractor's expenses or sell them by auction or private sale on the account of the Contractor and at his risk in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any sale shall be final and conclusive against the contractor.

CLAUSE 5: EXTENSION OF TIME

Time extension will be granted by Competent Authority as per delegated power.

CLAUSE 6: COMPLETION CERTIFICATE AND MEASUREMENT OF WORK DONE

On Completion of the work the Contractor shall send a registered notice to the Engineer-in-Charge giving the date of completion and sending a copy of its to the office, accepting the contract on behalf of the DMIC IITGNL and shall request the Engineer-in-Charge to give him a certificate of completion, but no such certificate be given nor shall be work be considered to be complete until the Contractor shall have removed from the site on which work shall be executed, all scaffolding, surplus material sand rubbish and cleared off the dirt from all wood work, doors, windows, wall, floors, or other parts of any building in upon or about which the work is to be executed or of which he may have possession for the execution thereof, he had filled up the pits. If the Contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish & cleaning of dirt and filling of pits on or before the date fixed for completion of the work, the Engineer-in-Charge may at the expense of the Contractor remove such scaffolding material and the rubbish and dispose off the same as he thinks fit and clean of such dirt and fill the pits as aforesaid and the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually released by the sale thereof.

On completion, the work shall be measured by the Engineer-in-Charge himself or through his subordinates whose measurement shall be binding and conclusive against the Contractor. Provided that if subsequent to the taking of measurements by the subordinate as aforesaid the Engineer-in-Charge had reason to believe that the measurements taken by his subordinates are not correct, the Engineer-in-Charge shall have the power to cancel the measurements already taken by his subordinates and acknowledged by the Contractor and to take measurements again after giving reasonable notice to the Contractor and such re-measurements shall be binding on the Contractor (Ten days will apply towards at the headquarters of Engineer-in-Charge and thirty days for works at other places delete whichever not applicable).

Within ten days of the receipt of the notice Engineer-in-Charge shall inspect the work and if there is visible no defect on the face of the work, shall give the Contractor a certificate of completion. If the Engineer-in-Charge finds that the work has been fully completed, it shall be mentioned in the certificate to be granted. If on the other hand it is found that there are certain visible defects to be removed the certificate to be granted by Engineer-in-Charge shall specifically mention the details of the visible defects along with the estimate of the cost for removing these defects. The final

certificate of completion of work shall be given after the visible defects pointed out above have been removed.

CLAUSE 7: PAYMENT ON INTERMEDIATE CERTIFICATE TO BE RELEASED AS ADVANCE.

No payments shall be made for works estimated to cost less than rupees twenty thousands till after the whole of the works shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rupees Twenty thousand, Contractor shall on submitting the bill thereof be entitled to receive a monthly payment proportion etc. to the part thereof then approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected, or it shall not be considered as an admission of the due performance of the contract or any part thereof in any way in respect of the accruing of any claim nor shall it conclude, determine or affect in any way the powers of the Engineer-in-Charge under these conditions or any of them as to the settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the work or on the date of the certificates of completion furnished by the DMIC IITGNL and payment shall be made within three months of the submission of such bills, if the amount of the contract plus that of the additional items is upto Rs. 2 lacs and six months if the same exceeds Rs. 2 lac. If there shall be any dispute about any item or items of the work then the or six months or as the case may be. The Contractor shall submit a list of the disputed items within 30 days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have fully waived and absolutely extinguished.

CLAUSE 8: BILL TO BE SUBMITTED MONTHLY

A bill shall be submitted by the Contractor each month on or before date fixed by the Engineer-in-Charge for all works executed in the previous months and the Engineer-in-Charge shall take or cause to be taken the requisite measurement for the purposes of having the same verified, and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the Contractor does not submit the bill within the time fixed as aforesaid the Engineer-in-Charge get the said work measured up on the presence of the Contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-Charge may prepare a bill from such list which shall be binding on the Contractor in all respects.

CLAUSE 9: CONTRACTOR TO BE GIVEN ONE WEEK TIME TO FILE OBJECTION TO THE MEASUREMENTS RECORDED BY THE DEPARTMENT

Before taking any measurements of any work as referred to in Clauses 6.7 and 8 hereof the Engineer-in-Charge or a subordinate deputed by him shall give reasonable notice to the Contractor. If the Contractor fails to attend at the time of measurements after such notice or fails to countersign or to record the different within one week from the date of measurement in the manner required by the Engineer-in-Charge then and in any such event the measurement taken by the Engineer-in-Charge or by the subordinate deputed by him as the case may be shall notwithstanding the provision in Clause-8 be final and binding on the Contractor and the Contractor shall have no right to dispute the same.

CLAUSE 10: BILL TO BE ON PRINTED FORM

The contractor shall submit all bills on the printed forms to be had on applications at the office of the Engineer-in-Charge and the charges in the bills shall always be

entered at the rates specified in the tender or in case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates there in after provided for such work.

CLAUSE 11: STORES SUPPLIED BY DMIC IITGNL

If the specification or estimate of work provides for the use any special description of materials to be supplied by the Engineer-in-Charge or if it required that the Contractor shall use certain stores to be provided by the Engineer-in-Charge (such materials and stores & the prices to be charged therefore as hereinafter mentioned being so far as practicable for convenience of the Contractor, but not so as in any way to control the meaning or effect of this contract, specified in the Schedule or memorandum hereto annexed) the Contractor shall be supplied with such materials and stores as are required from time to time be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be set off or deducted from any sums then due, or thereafter to become due to the Contractor under contract or otherwise or from the security deposit or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. It shall be the responsibility of the Contractor to ascertain from time to time from the Engineer-in-Charge about the position for the availability of the materials as aforementioned and any delay on the part of the Engineer-in-Charge to arrange supplies of the same shall not entitle the Contractor to any compensation but in the event of all such delays the Contractor shall be granted reasonable extension of time. All materials supplied to the Contractor are the property of the Contractor, but shall not on any account be removed from the site of the work except with the written permission of the Engineer-in-Charge or under his order shall at all times be open to inspection by the Engineer-in-Charge. Any such material unused and in perfectly good condition at the time of the incompleteness or determination of the contract may, by special arrangement be taken over by DMIC IITGNL at the prevailing market rates if required for use on other works in progress provided that the price allowance shall not exceed the amount charged to the Contractor.

CLAUSE 12: WORK TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS, ORDERS ETC.

The Contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict accordance with the specifications. The Contractor shall also confirm exactly, fully and faithfully to the designs drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the Contractor shall be entitled to have access to such office for the purpose of inspecting during office hours, and the Contractor shall be furnished free of charge one copy of the specifications and of all such designs, drawings and instructions as are not included in the detailed.

CPWD specifications for buildings and roads enforced from time to time or any other printed publications on general specifications or ISI specifications referred to elsewhere in the contract.

CLAUSE 13: ALTERATION IN SPECIFICATIONS AND DESIGN

The Engineer-in-Charge shall have power to make any alteration in, omissions from, additions to, or substitutions for, the original specifications, drawings, designs instructions that may appear to him to be necessary during the progress of the work and the Contractors shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substituted work which the Contractor may be directed to do in

the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects in which he agreed to do the main work.

Extension of Time to Consequence of Alterations

The time for the completion of the work shall be extended in the proportion the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to such proportion. Over and above this, a further period to the extent of 25 percent of the time so extended may be allowed to the Contractor.

The rate for such additional, altered or substituted work under this Clause shall be worked out in accordance with the following provisions in their respective order:

- i) If the rates for the additional, altered or substituted works are specified in the contract for the work, the Contractor is bound to carry out the additional, altered, or substituted work at the same rates as are specified in the contract for the work.
- ii) If the rate for the additional, altered or substituted works are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work.
- iii) If the altered, additional or substituted work includes any work for which no rates are specified in the contract for the work nor can be derived from the similar class of work in the contract, then such work shall be carried out at the rates entered in the DSR-2013 minus/plus percentage which the total tendered amount bears to the estimated cost of the entire work put to tender.
- iv) If the rates for the altered, additional, or substituted work cannot be determined in the manner specified in such Clauses (i) to (iii) above then the rates for such work shall be worked out on the basis of the DSR specified above minus/plus the percentage with the total tendered amount bears to the estimated cost of the entire work put to tender provided always that if the rate for a particular part or parts of the item is not in the Schedule of Rates the rate for such part or parts will be determined by the officer accepting the contract on behalf of DMIC IITGNL or Engineer-in-Charge on the basis of the prevailing market rates when the work was done.
- v) If the rates for the altered, additional or substituted work cannot be determined in the manner specified in Sub-Clauses (i) to (iv) above the Contractor shall within 7 days of the date of receipt of the order to carry out the work, inform the officer accepting the contract on behalf of the DMIC IITGNL or Engineer-in-Charge of the rate which is his intention to charge for such class of work supported by analysis of the rates claimed and the Director/General Manager (Proj.) shall determine the rate or rates on the basis of the prevailing market rates and pay the Contractor accordingly. However the officer accepting the contract on behalf of the DMIC IITGNL or Engineer-in-Charge by the notice in writing will be at liberty to cancel his order to carry out such class of work and arrange to carry out in such manner as he may consider advisable but under no circumstances, the Contractor shall suspend the work on the plea of non-settlement of rates of items failing under the Clause.

CLAUSE 14: NO COMPENSATION FOR ALTERNATION OR RESTRICTION WORK TO BE CARRIED OUT.

If, at any time, after the commencement of the work the DMIC IITGNL or the General Manager (Proj.) decide to abandon or reduce the scope of works for any reason whatsoever and hence or any part of work not require the whole or any part of works as specified in the tender to be carried out, the Engineer-in-Charge shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alternations have been made in the original specifications, drawings, designs and instructions which shall involve any

curtailment of the work as originally contemplated nor shall he have any claim to compensation by reason of his having purchased or procured materials with a view to execution of the work or the performance of the contract. But the Engineer-in-Charge shall have the option either to take over the materials at site, of approved quality and not in excess of the requirements of the work and to pay to Contractor the actual cost thereof the amount of which cost a certificate by the Engineer-in-Charge shall be binding on the Contractor. In the event of this option not being exercised the Contractor may submit to the Engineer-in-Charge within one month of the date of the order closing down the work detailed statement of the loss that the estimates he will sustain by removing selling or otherwise disposing of the materials. The estimate will be forwarded to the General Manager (Proj.) who will decide what sum, if any, should as a matter of grace be paid to the Contractor to compensate him for the loss suffered by him and the decision of General Manager (Proj.) shall be final and binding on the Contractor.

CLAUSE 15: ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK

If, it shall appear to the Engineer-in-Charge or his subordinate-in-Charge of the work that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any material or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the Contractor shall on demand in writing from the Engineer-in-Charge specifying the work, materials articles complained/of not withstanding that same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be remove the materials at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid then the Contractor shall be liable to pay compensation at the same rate as under Clause-2 of the contract for this default also, while his failure to do so shall continue, and in the case of such failure the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor.

CLAUSE 16: ACCEPTANCE OF SUBSTANDARD WORK AND CAUSING TECHNICAL EXAMINATION OF WORK.

DMIC IITGNL shall have the right to accept at reduce rate, substandard or defective work and to cause and audit and technical examination of the works and the running and final bills of the Contractor including all supporting vouchers abstracts etc. to be made before or after the payment of the final bills and if as a result of such acceptance of substandard or defective work, audit and technical examination any sum is found to have been over paid in respect of any work done by the Contractor under the contract or any work claimed to have been done by him under the contract, but found not to have been actually executed the Contractor shall be liable to refund the amount of the over payment and that shall be lawful for DMIC IITGNL to recover the same from him in the manner prescribed in Clause (1) above or in any other manner legally permissible, and if it is found that the Contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment may be duly paid by DMIC IITGNL to the Contractor.

Provided that the substandard or defective work accepted is not considered to be seriously defective by the Engineer-in-Charge and the rate of the work so accepted is suitably reduced by him to compensate the DMIC IITGNL and such reduction is binding on the Contractor.

CLAUSE 17: WORK TO BE OPEN TO INSPECTION CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.

All works under or in the course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Engineer-in-Charge and his subordinate and the Contractor shall at all times during the usual working hours and at all other time at which reasonable notice of intention of the Engineer-in-Charge or his subordinate to visit the works shall have been given to the Contractor either himself be present to receive orders and instructions, or have a responsible agent duly accredited in writing present for that purpose (orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself).

Greater Noida as to any matter as to which under these conditions he is entitled to be satisfied or which he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials also necessary for the Purpose of setting to works and counting, weighing and assorting in the measurements or examination at any time and from time to time the work of materials. Failing his, so doing, the same may be provided by the Greater Noida at the expense of the Contractor and the expenses may be deducted from the money due to the Contractor under the contract or from his security deposit or the proceeds of sale thereof or a sufficient portion thereof.

CLAUSE 18: NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP.

The Contractor shall give not less than five days notice in writing to the Engineer-in-Charge or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of the measurement any work in order that the same may be measured and correct dimension thereof be taken before the same is so covered up or placed beyond the reach of the measurement and shall not cover up or placed beyond the reach measurement and work without the consent in writing of the Engineer-in-Charge or his subordinate-in-Charge of the work, and if any work, and shall be covered up or place beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

CLAUSE 19: CONTRACTOR LIABLE FOR DAMAGE DONE & FOR IMPERFECTIONS FOR TWENTY FOUR MONTHS/ TWO YEARS AFTER CERTIFICATES.

If, the Contractor or his work people or servants shall break, deface, injure or destroy any part of a building, road, fence, enclosure or grass land or cultivated ground contiguous to the premises on which the work or any part thereof is being executed, or if any damage shall happen to the work while in progress from any case whatsoever, or any defect shrinkage or other faults appear if it within **TWENTY FOUR MONTHS/TWO YEARS** after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid the Contractor shall make the same good at his own expense or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense of which the certificate of the Engineer-in-Charge shall be final from any sums that may then or at any time thereafter become due to the Contractor or from his security deposit or the proceeds of sale thereof a sufficient portion thereof or any other manner legally permissible.

CLAUSE 20: CONTRACTOR TO SUPPLY PLANT LADDERS SCAFFOLDING ETC.

The Contractor shall provide at his own cost all materials (except such special materials if any as may i accordance with the contract be supplied from the Engineer-in-Charge's stores) plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and temporary works requisite for the proper execution of the work.

CLAUSE 20(A): DAMAGES ARISING FROM NON PROVISION OF LIGHT FENCING ETC.

The Contractor shall also provide all necessary fencing, lights required to protect the public from accident, and shall be bound to bear the expenses of defences of every suit, action or other proceedings at law what may be brought by any person for injury sustained owing to neglect of the above precautions, and to any such person, or which may with the consent of the Contractor be paid to Compromise any claim by any such person. If any equipment is issued departmentally, rent will be recovered from the Contractor's bills at current rates fixed by the General Manager (Proj.) terms of such issue to be ascertained by the Contractor from the Engineer-in-Charge in writing in advance.

CLAUSE 21: WORK NOT TO BE SUBLET.

The contract shall not be assigned or sublet without the written approval of the officer accepting the contract on behalf of the DMIC IITGNL and if the Contractor shall sign to sublet his contract or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do, or if any bribe, gratuity, gift, load perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants or agents to any public office of person in the employ of DMIC IITGNL in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the officer accepting the contract on behalf of the DMIC IITGNL or may thereupon by notice in writing rescind the Contract and the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of DMIC IITGNL and the same consequence shall ensue as if the contract had been rescind under Clause-3 hereof, and in addition the Contractor shall not be entitled to recover or be paid for any work thereto or actually performed under the contract.

CLAUSE 22:

The Contractor shall not for the execution of the work employ any labour under 12 years of age and within the limits of any cantonment, any female labourer. For every breach of this Clause the Contractor shall be liable to pay by way of liquidated damages such sum not exceeding fifty rupees as the Engineer-in-Charge may fix, and the Engineer-in-Charge may recover such sum by deduction from and sums which may be due or may at any time, thereafter, become due to the Contractor.

CLAUSE 23:

- a) The Contractor shall pay to his labourers a fair wage and supply every labourer employed by him with a wage card on which the rate of wage, the attendance and payments will be entered.
- b) The Contractor he commences work shall paste in a conspicuous place of the work a notice giving the rates of wages which shall not be less than the minimum wages applicable and where no minimum wage are applicable the ways will be such as may be certified as fair wages by the Engineer-in-Charge and shall send a copy of the notice to the Engineer-in-Charge.

CLAUSE - 24:

All statutory provisions shall bind the Contractor with regard to the period for which wages shall be paid and deduction from wages.

CLAUSE 25:

The Contractor shall comply with all labour laws as applicable at the site of the work.

CLAUSE 26:

In respect of all labour directly or indirectly employed in the works for the performance of the Contractor's part of this agreement the Contractor shall comply with or cause to be complied with all the directions issued by DMIC IITGNL from time to time for the protection of health and sanitary arrangements for workers employed by the departments for workers employed by the department and its Contractor.

CLAUSE 27: MATERNITY BENEFIT RULES FOR FEMALE WORKERS EMPLOYED BY CONTRACTORS

Leave and pay during leave of all labour employed by the Contractor shall be regulated as follows:

1) Leave

- i) In case of delivery, maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- ii) In the case of miscarriage upto 3 weeks from the date of miscarriage. In case of delivery-leave pay during maternity leave will be at the rate of Women's average daily earning calculated on the total wages earned on the days when full time work done during a period of 3 months immediately preceding the date on which she gives notice that she expects to be confined or at rate of seventy five paise a day which ever is greater.
- iii) In the case of miscarriage leave pay the rates of average daily earning calculated on the total wages earned on the day when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- iv) Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to woman unless she has/shall employed for a total period not less than 6 months immediately preceding the date on which she proceeds on leave.

In the event of the Contractor committing a default or breach of any of the provisions of the DMIC IITGNL's directions to Contractor for the protection of health and sanitary arrangements for the workers or furnishing any information of health and sanitary arrangements for the workers or furnishing any information or submitting materially incorrect, the Contractor shall without prejudice to any other liability pay to DMIC IITGNL a sum not exceeding 50/- [for every default or breach and in the event of the Contractor defaulting for each day or default subject to a maximum of 5% of the tendered cost of the work. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Contractor is not properly observing and complying with the said directions for the protection of health and sanitary arrangements for work people employed by the Contractor (herein referred as the said directions) the Engineer-in-Charge shall have power to give notice in writing to the Contractor requiring that the said directions be complied with and the amenities prescribed there in the notice. If the Contractor fails-within the period specified in the notice to comply with and observe the said direction and to provide the amenities to the work people as aforesaid, the mentioned at the cost of the Contractor. The Contractor shall erect, make and maintain at his expense and according to approved standards all necessary huts and sanitary arrangements required for his work people on the site in connection with the execution of the work and if the same shall not have been erected or constructed, according to the approved standards the Engineer-in-Charge shall and sanitary arrangements be remodelled and/or reconstructed according to

approved standards) and if the Contractor fails to remodel or reconstruct such huts and sanitary arrangements according to the approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Contractor.

CLAUSE 28:

The Contractor shall at his own cost provide his labour with number of huts (herein after referred to as the camp) of the following specification son a suitable plot of land to be approved by the Engineer-in-Charge.

- 1(a) The minimum height of each hut at the eye level shall be 7 feet and floor area to be provided will be at the rate of 30 Sq. feet for each member of the workers' family staying with the labourer.
- 1(b) The contract shall in addition construct suitable cooking place having a minimum area 6'x5' adjacent to the hut for each family.
- 1(c) The Contractor shall also construct temporary latrines and urinals for the use of the labourers, each on the scale of not less than four each per one hundred of the total strength latrines and urinals being provided separately for women.
- 1(d) The Contractor shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
- 2(a) All the huts shall have walls of sun-dried bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge. In case of sun dried bricks the wall should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 6" above the surrounding ground. The roofs shall be laid with thatched or any other material as may be approved by the Engineer-in-Charge and the Contractor shall ensure that throughout the period of their occupation the roofs remain watertight.
- 2(b) The Contractor shall provide each hut with proper ventilation.
- 2(c) All doors windows and ventilators shall be provided with suitable leaves for security purposes.
- 2(d) There shall be kept an open space of at least 7 yards between the rows of huts, approval of the Engineer-in-Charge back to back construction will be allowed.

3. **Water Supply**

The Contractor shall provide adequate supply of water for the use of labourer. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head for bathing and washing purposes. Where pipe water supply is available, the supply shall be at stand posts and where the supply is from wells or river, tanks that may be of metal or masonry shall be provided. The Contractor shall also, at his own cost, make arrangements for laying pipe lines for water supply to his labour camp from the existing main where available and shall pay all fees and charges therefore.

4. The site selected for the camp shall be high grounds, removed from jungle.

5. **Disposal of excreta**

The Contractor shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration, which shall be according to the requirements laid down by the Local Health. Authorities. If trenching or incineration is not allowed, the Contractor shall make arrangement for the removal of excreta through the Municipal Committee/Authority and inform about the number of labourers employed so that arrangement may be such Committee/Authority for the removal of excreta. All charges on this account shall be borne by the Contractor and paid direct by him to municipality authority. The Contractor shall provide one sweeper for every eight seats in case of dry system.

6. **Drainage**

The Contractor shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

7. The Contractor shall make necessary arrangements keeping the camp area sufficiently lighted to avoid and accident to the worker.

8. **Sanitation**

The Contractor shall make arrangements for conservancy and sanitation in the labour camp according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 29: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL.

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of GREATER NOIDA without reference to the actual loss or damages sustained and whether or not any damage shall have been sustained.

CLAUSE 30: CHANGE IN CONSTITUTION OF FIRM

In the case of tender by partners any change that constitution of the firm shall be forthwith notified by the Contractor the Engineer-in-Charge for his information.

CLAUSE 31: WORKS TO BE UNDER DIRECTION OF ENGINEER-IN-CHARGE

All works to be executed under the direction and subject to the approval in all respects of the Engineer-in-Charge for the time being who shall be entitled to direct at what point or points in what manner they are to be commenced and from time to time carried on.

CLAUSE 32: PROTESTS/DISPUTES AND ARBITRATION

- a) If the Contractor considers any work demanded of him to be outside the requirements of contract or considers any record or ruling of the Engineer-in-Charge or of his subordinates to be unfair, he shall immediately upon such work being demanded or such record or ruling being made ask in writing for written instructions or decisions, where upon he shall proceed without delay to perform the work or confirm to the procedure or ruling and within twenty days after date of receipt of the written instructions or decision he shall file a written protest with the Engineer-in-Charge stating clearly in detail the basis of his objections, Except for such protest or objections as are made on record in the manner herein specified, and within the time limit, stated, the recorded rulings instructions of decisions of the Director/Engineer-in-Charge shall be final and conclusive. Instructions or decisions of Engineer-in-Charge contained in letters transmitting drawing to the Contractor shall be considered as written instructions or decisions subject to protest or objection as wherein provided.

- b) If the Contractor is dissatisfied with the final decision of Engineer-in-Charge in pursuance of Clause 32(a) the Contractor may within twenty-eight days after receiving notice of such decision give notice in writing requiring that the matter be submitted to arbitration and furnishing detailed particulars of the dispute or difference specifying clearly the point at the issue. If the Contractor fails to give such notice within the period of Twenty days is stipulated above the decision of Director/Engineer-in-Charge/DMIC IITGNL shall be conclusive and binding on the Contractor.

CLAUSE 33: ARBITRATOR

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and to the quality of workmanship or materials used on the work or as to any other question claim right or rates for extra items sanctioned and decided or not by the competent authority under the conditions of this contract, designs, drawings, specifications, estimates instructions or order on these conditions or otherwise concerning the work or the executive or failure to execute the same whether arising during the progress of the work or after the person or person appointed by the Chief Executive Officer/Director, DMIC IITGNL. It will be no objection to any such appointment that the matter to which contract relates and that in the course of his duties as DMIC IITGNL servant, he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally or subsequently referred being incapacitated to act the Chief Executive Officer/Director of the DMIC IITGNL shall appoint another person to act as arbitrator in accordance with the term of contract. It is also a term of his contract that no person other than a person appointed by the Chief-Executed Officer/Director of the DMIC IITGNL as aforesaid/shall act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to the arbitration at all. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act. 1940 or any statutory modification or re-enactment thereafter and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

CLAUSE 34 : ACTION WHERE NO SPECIFICATION IS GIVEN.

In the case of any class of work for which there is no specification in the contract. Such work shall be carried out in accordance with the detailed CPWD/ISI specification/MOST specifications and in the event of there being no detailed specifications for the same work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge.

CLAUSE 35: CONTRACTOR'S PERCENTAGE

The addition and deduction on account of the percentage referred to at page of the accepted tender will be calculated on the gross and not the net amounts of bills for work done.

- 1) In every case in which by virtue of the provisions of section 12 Sub-section(i) of the Workmen Compensation Act 1923. DMIC IITGNL is obliged to pay compensation to a workman employed by the Contractor or by any Sub-Contractor from him in the execution of the said work, DMIC IITGNL will recover from the Contractor the amount of the compensation so paid and without prejudice to the rights of

DMIC IITGNL under section 12 Sub-section (2) of the said Act. DMIC IITGNL shall be at liberty to recover such amount or any part thereof by deducting it either from the security deposited by the Contractor to his credit under Clause (1)

of these conditions or from any other some due to DMIC IITGNL from the Contractor whether under this contract or otherwise.

2. DMIC IITGNL, shall not be bound to contest any claim made against it, under section 12 sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DMIC IITGNL full security for all costs for which DMIC IITGNL might become liable in consequence of contesting the claim.

CLAUSE 36:

No bricks for use on the work shall be manufactured within the limits of a Municipality or Cantonment or Notified Area or within half a mile of the site of work. Any brick so manufactured may be rejected by the Engineer-in-charge.

CLAUSE 37:

No earth for filling or for any other purpose, shall be excavated within half a mile of the site of work except with the written permission of the Engineer-in-charge and then only on condition that the area in which such excavation is made shall be levelled and dressed by the Contractor at his own expense in accordance with the instructions of the Engineer-in-Charge and in such a manner as to prevent the formation of pools of stagnant water.

If the Contractor fails to comply with this condition, the Engineer-in-Charge may cause the ground to be levelled and dressed by other workmen and deduct expense (of which the certificate of the Engineer-in-Charge shall be final) from any sums which may be or may at any time thereafter become due to the Contractor or from his security deposit or from the proceeds of sale thereof.

CLAUSE 38:

Without prejudice to any other remedy provided by law the DMIC IITGNL shall recover all dues here from the Contractor as arrears of land revenues.

CONTRACTOR

**MNAGER
(DMIC IITGNL)**

SPECIFICATIONS

The work shall be carried out strictly in accordance with.

- a) The latest CPWD/GNIDA/DMIC IITGNL specifications for works with correction slips upto date of receipt of tender.
- b) Relevant ISI standards for work not covered under Clause (a)
- c) Material bearing ISI mark shall be used in works.
- d) Non ISI material may be used only after the approval of the Officer-in-charge, in case ISI marked material is not available or otherwise specified in the nomenclature of the item given in BOQ of the Tender document.

CONTRACTOR

**MANAGER
(DMIC IITGNL)**

MAINTENANCE NORMS FOR LANDSCAPING/HORTICULTURE WORKS

Sl. No.	Description	Watering Frequency except rainy season	Prunning/ Cutting after the rainy season from August to November	Hoeing/ Weeding frequency	Mowing	Manure Medicine	Remarks
1.	Trees and shrubs 4&5 years	Every 10th day in summer every 15th day from Dec. to Feb.	Every 10th day up to half of the height of the tree.	Fortnightly	----	Once in three months	
2.	Trees and shrubs 3 years old.	Once a week or every 7th day in summer and every 10th day from Dec. to Feb.	After rainy season	Fortnightly	----	Once in three months	
3.	Trees and shrubs 2 years old.	Every 5th day	After rainy season	Fortnightly	----	Once in three months	
4.	Grassed portion. permanent ground cover & seasonal flowers.	Twice a week from Dec. to Feb. and thrice a week in rest of the years. In medians with sprinkler system.	Every 15th day	Every week	Every 10 days	Once in three months	The grass has to be kept clean with 1.5" thickness
5.	Mulching	All the dried grass, fallen leaves etc. around the plants should be spread in a vacant pit nearby and covered with alternative layer of compost. The mulch can then be converted and used as manure. All the paper, polythene, bricks will also be collected and disposed off.					
6.	Stacking	i) All the newly planted trees and one year old (where required) have to be stacked with bamboo sticks so that they do not fall. ii) The creepers have to be tied and manoeuvred to climb on ropes so that they have proper growth.					

WEEKLY PROGRESS REPORT FOR DEVELOPMENT WORK

Date of Start: _____ Date of Completion: _____

1. Name of Work : _____

2. Week : _____

Sl. No.	Item	Unit Nos/Kg./ Mtr.	Total Quantity	Achievement at beginning of week	Target of the week	Achievement of the week	Cumulative achievement at end of the week (5+7)	Remarks
1	2	3	4	5	6	7	8	9
1.	Digging of holes							
2.	(a) Supply of cow dung							
	(b) Applying of Cow dung							
3.	(a) Supply of Neem oil cake, Bone meal, Gypsum.							
	(b) Applying of Neem oil cake, Bone meal, Gypsum.							
4.	Plantation of trees							

Sl. No.	Item	Unit Nos/Kg./ Mtr.	Total Quantity	Achievement at beginning of week	Target of the week	Achievement of the week	Cumulative achievement at end of the week (5+7)	Remarks
1	2	3	4	5	6	7	8	9
5.	Plantation of shrubs/creepers							
6.	Levelling of Median							
7.	Grassing of Median							
8.	Preparation of beds							
9.	Plantation of seasonal flowers.							
10.								
11.								
12.								
13.								
14.								