

**TIDEL PARK COIMBATORE LTD
(A JV of TIDCO, ELCOT, TIDEL & STPI)**

**INTERNATIONAL TECHNO COMMERCIAL TENDER
PART- I CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS AND PRE-
QUALIFICATION CRITERIA**

**LANDSCAPING AND RELATED WORKS AROUND THE BUILDING COMPLEX OF
INFORMATION TECHNOLOGY PARK AT VILLANKURICHI (SEZ AREA), COIMBATORE**

DUE DATE FOR SUBMISSION: ON OR BEFORE 26th March, 2010 at 15.00 Hours

TO BE SUBMITTED TO:

**The Chairman
M/s. TIDEL Park Coimbatore Ltd
(First Floor – TIDEL Park)
4, Rajiv Gandhi Salai,
Taramani, Chennai - 600 113 - INDIA
Telephone No.: +91 44 22540500/501
Fax No.: +91 44 22541744**

ARCHITECTS & ENGINEERS

**M/s. C.R.Narayana Rao
Architects & Engineers
New No.10, Karpagambal Nagar,
Mylapore, Chennai- 600 004 – INDIA
Tel No: 044-24991676 (4 lines)
Fax No: 044-24991318**

OWNERS ENGINEERS

**M/s. TATA Consulting Engineers Ltd
73/1, Sheriff Centre,
St. Marks Road,
Bangalore – 560001 - INDIA
Tel No: 080-66226000
Fax No: 080-22274873**

BID SUBMITTED BY:

M/s. _____

Address _____

FEBRUARY 2010

TIDEL PARK COIMBATORE LIMITED
LANDSCAPING AND RELATED WORKS
FOR INFORMATION TECHNOLOGY PARK BUILDING COMPLEX AT
VILLANKURICHI SEZ, COIMBATORE

PART – I

(Conditions of Contract, Technical Specifications and Prequalification Criteria)

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TIDEL PARK COIMBATORE LTD**(A JV of TIDCO, ELCOT, TIDEL & STPI)****Notice Inviting competitive Tender****For****LANDSCAPING AND RELATED WORKS to****BUILDING COMPLEX OF INFORMATION TECHNOLOGY PARK AT VILLANKURICHI
(SEZ AREA), COIMBATORE**

TIDEL Park Coimbatore Ltd. (TPCL) is constructing a state-of-the-art IT Park with Built up area of 1,61,500 Sq.m. in IT SEZ area at Villankurichi, Coimbatore. TPCL invites techno commercial Bid for Landscaping and Related works from experienced contractors who meet the following criteria as on 31.03.2009.

- (a) The Bidder should be a well-established company/contractor with minimum five years experience and capability in execution of Landscaping and related works. Supporting Documents such as Annual reports, Auditor's Certificate, Clients completion certificates for at least one Landscaping project executed in each year should be furnished as per the prescribed Format.
- (b) Should have an annual turnover of Rs 150 Lakhs during any of the past three financial years.
- (c) Shall produce Banker's solvency Certificate from a Nationalized or Scheduled bank of the value of Rs 50 Lakhs, obtained not earlier than three months from the last date for submission of tender.
- (d) Should have executed a single landscaping work of the value of Rs.100 Lakhs or two works of Rs.75 Lakhs each in any one of the last 3 years.

1. Salient features:

| | |
|--|---|
| Name of work | Providing Landscaping and Related works in the Building Complex of Information Technology Park at Villankurichi (SEZ Area) Coimbatore (3 basements + G + 4 upper floors). |
| Approximate value of works | Rs 150 Lakhs |
| Period of Completion for Landscaping and Related works | 90 days from issue of LOA |

2. Tender documents can be purchased from the TPCL office, Chennai

- | | |
|--------------------------------------|---|
| (a) Cost (Including VAT) | Rs.15,600/- (Rupees Fifteen Thousand and Six Hundred only) by Demand Draft payable at Chennai in favour of TIDEL Park Coimbatore Ltd. |
| (b) Period of Issue | 24.02.2010 to 25.03.2010 (during office hours) |
| (c) Earnest Money Deposit (EMD) | Rs.1,50,000/- (Rupees one Lakh and Fifty Thousand) only by Bank Guarantee on a Nationalized or scheduled Bank. valid for 180 days from the last date of submission of tender. |
| (d) Pre-bid Meeting | 2.30 P.M. on 9 th March, 2010. |
| (e) Last date for submission of bids | 3.00 P.M. on 26 th March, 2010 |
| (f) Opening of Technical Bid | 4.30 P.M. on 26 th March, 2010 |
| (g) Validity of Tender | 90 days from the last date of submission of tender |

3. Tender document can be downloaded from the web sites viz. www.tidelpark.com, www.elcot.com & www.tn.gov.in for information purposes only. Tender must be submitted only in prescribed forms purchased from TIDEL Park Coimbatore Ltd.:

TIDEL Park Coimbatore Ltd. reserves the right to accept/reject any one / all the tenders without assigning any reason thereof.

The Chairman
TIDEL Park Coimbatore Ltd
(1st Floor – TIDEL Park)
No.4, Rajiv Gandhi Salai, Taramani
Chennai – 600 113.
Ph: 00 91 44 22540500/501, Fax: 00 91 44 22541744
E-Mail : tidel@md4.vsnl.net.in; tidel@vsnl.com

TIDEL PARK COIMBATORE LIMITED**CONSTRUCTION OF INFORMATION TECHNOLOGY PARK
AT VILLANKURICHI SEZ, COIMBATORE****Landscaping and Related works****SECTION 1: Instructions to Tenderers / Contractors and General Conditions**

- 1) TIDEL Park Coimbatore Limited (**TPCL**) invites competitive bids in prescribed Forms in sealed covers from experienced contractors fulfilling the qualification criteria specified herein, for the work of Landscaping and Related works in their Information Technology Park at Villankurichi Special Economic Zone campus, Coimbatore.
- 2) The prescribed forms can be obtained from the office of **TPCL**, 4, Rajiv Gandhi Salai, Taramani, Chennai 600 113 on non-refundable payment of Rs.15,600/- (Rupees Fifty thousand six hundred only) in the form of Demand draft in the name of TIDEL Park Coimbatore Limited drawn on any Scheduled Bank payable at Chennai. Bid documents are not transferable. Completed Bid Forms shall be delivered at the above said address of **TPCL**, not later than 15-00 Hours on 26th March, 2010, and Technical Bids will be opened on the same day at 16-30 Hours. Bids delivered late for whatever reasons, will not be accepted. Tenders shall be valid for a period of ninety days from the date of opening Price Bids.
- 3) The work of Landscaping and Related works consists of providing Lawn, trees, plants and shrubs etc. and maintaining them including rectifying defects and replacing dead material with new, absolutely free for a maintenance period of one year after the contract period. A suitable area will be allotted at site will be allotted to the contractor free of rent for raising a nursery to maintain and water the plants until they are planted in position and store their inputs in safety. The land allotment will be for the period of contract plus Defect Liability Period (Free maintenance period) of one year. If **TPCL** splits the contract among two or more contractors the plot will be proportionately divided and allotted.
- 4) Work shall be executed as per the drawings, Technical specifications and Bills of quantities prepared by M/s C.R.Narayana Rao, Architects and Engineers.
- 5) The contractor shall give a Time schedule for completion of work, including Procurement Plan and Mobilization Plan of Plant and equipment necessary. Work shall be executed as per the directions of architects
- 6) Tenders shall be filled in English, written legibly or typewritten. Overwriting should be avoided, Mistakes should be scored and authorized signatory should attest corrected version. Rates should be entered in words and figures and amounts noted against each item and totaled at the end to arrive at total contract value. Bid drawings shall be signed. If there is a discrepancy between words and figures in rates, the lower of the two shall be considered.
- 7) All pages of the Bid must be initialed by authorized signatory, and authority for signing the Bid must be produced in the case of partnership company, Limited Company. No joint venture bid will be accepted.
- 8) TPCL discourages Tenderers to stipulate any additional conditions and are expected to accept the various provisions and conditions in Bid documents. Conditional Bids are liable to be rejected by TPCL. Therefore the Bidder should

- submit (a) the withdrawal of Conditions Letter in Format-4 and also (b) Letter of Undertaking in this regard as per Format No.5. The Withdrawal of Conditions Letter and also Letter of Undertaking should be placed in the cover - I of Tender.
- 9) Bid document shall be submitted in **Triplicate** in sealed covers.
- Cover1: Original, Duplicate and Triplicate copy of Part I (Technical & Qualifying Bid) comprising EMD, Format-4 (Withdrawal conditions Letter) and Format-5 (Letter of Undertaking) Conditions of contract, Technical Specifications & Qualifying Criteria.
 - Cover2; Original, Duplicate and Triplicate copy of Part II (Price Bid)
 - Both covers 1 &2 should be put in one common cover, also sealed, and addressed to TPCL super scribing the name of work and name of Bidder.

10) Evaluation Method :

First Stage: Cover 1 containing the EMD, Format-4 and Format-5 will be opened. If the EMD (or) Format-4 (or) Format-5 are not submitted or is deficient, TPCL reserves the right to reject the bid and no further evaluation of that bid will be done.

Second Stage : If the EMD, Letter of Withdrawal and Letter of Undertaking submitted are acceptable, evaluation of the technical Bid will be done whether substantive response has come from the Tenderers to the basic prequalification criteria and information called for in Information sheet and whether supporting documents are enclosed or not.

Tenderers may be asked to give presentation of photographs of their previous works, plants available in the nurseries which they can mobilize at short notice, and their own landscape proposal for the project which they can execute within quoted rates.

Third and Final Stage: The Price Bid of only those Tenderers who have been prequalified will be opened and only the Tenderer who has complied with all Tender conditions and BOQ in full and who is the lowest in price bid will be chosen as the lowest Tenderer subject nevertheless to the rights of **TPCL** to call for clarifications and negotiations with the Lowest Tenderer before the award of work and to split the work among two or more contractors.

- 11) The contract will be an **item rate contract**, and work done will be measured and paid for at rates agreed as per schedule of quantities and as certified by the Architects. No extra on any account whatsoever will be payable other than measured work as aforesaid. Tenderer's attention is drawn to the **Section 4: For contractor's special attention A. Special Economic Zone and B. Taxes** Tenderer's rates shall be deemed to have been quoted taking into consideration the above section part A & B.
- 12) During the course of work, Architects/Owner's Engineer/Owner may increase or decrease the quantities to any extent and the contractor will not be entitled to any increase in rates or any compensation whatsoever. The successful Tenderer should be able to mobilize at least 20% more plants of approved species either from his own or from other nurseries.
- 13) The contractor shall observe all **local laws, Govt. regulations** as regards his obligations to his employees and Labour, Payment of License fees and

- consumption charges for water and power or for any other facility payable to the local Utility and/or Govt. authorities. The contractor shall observe safety regulations and take out applicable insurance policies for the work, workmen and third party liability. Attention of Tenderers is invited to commercial terms elsewhere
- 14) Tenderers shall note that the cost of visiting the site, preparation of bid, attending meetings for providing and obtaining clarifications, discussions or presentations will not be reimbursed by **TPCL** under any circumstances.
 - 15) Submission of bid shall mean that the contractors have visited the site and thoroughly understood all the details given or implied in the bid documents supplied by **TPCL**, accept **TPCL**'s decisions on prequalification and the bid and waive their rights to question the decision of **TPCL**.
 - 16) If the Tenderers need any clarifications of the bid document they should communicate to **TPCL** with copy to Architects, at least ten days before the date of submission of tender. Clarifications will be given at a Pre-bid meeting to be convened if necessary or communicated to all Tenderers. Request for clarifications later than the date as aforesaid will not be complied with. Such communications, request and clarifications will become part of contract agreement.
 - 17) Only Courts in Chennai will have jurisdiction over this contract.
 - 18) **TPCL** reserves the right to accept or reject any of the applications for pre-qualification without assigning any reason therefor and reserves the right to increase or decrease the scope of work as deemed necessary. The decision on qualifying Tenderers will be final and binding. **TPCL** reserves the right to qualify any Tenderer or to reject any application or to cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever. Only the price bids of pre-qualified Tenderers will be opened for consideration.
 - 19) **TPCL reserves the right to split and award the works to any Tenderer/Tenderers based on competitive offer, and the Tenderers shall not withdraw their price bid/s on this account which shall amount to breach of tender conditions and their earnest money will be forfeited. The quoted rates shall remain firm and no extra claim or compensation on account of splitting or deleting or increasing or decreasing the scope of the works will be entertained by TPCL.**

SECTION 2:**Qualifying Criteria and Information sheets****2. a) Qualifying Criteria:**

- (i) The Bidder should be a well-established company/contractor with minimum five years experience and capability in execution of Landscaping and related works. Supporting Documents such as Annual reports, Auditor's Certificate, Clients completion certificates for at least one Landscaping project executed in each year should be furnished as per the prescribed Format.
- (ii) Should have an annual turnover of Rs 150 Lakhs during any of the past three financial years.
- (iii) Shall produce Banker's solvency Certificate from a Nationalized or Scheduled bank of the value of Rs 50 Lakhs, obtained not earlier than three months from the last date for submission of tender.
- (iv) Should have executed a single landscaping work of the value of Rs.100 Lakhs or two works of Rs.75 Lakhs each in any one of the last 3 years.

The Bidder should provide complete details as per the Format-1,2&3 prescribed along with the supporting documents, in order to evaluate the proposals by Owner and pre-qualifying the Bidder for further evaluations. However the decision of the Owner is the final.

* * *

PRE-QUALIFICATION CRITERIA**Format No.1**

Details to be furnished to establish Pre-Qualification criteria of the following.

- a) The Bidder should be a well-established Landscape company/contractor with minimum five years experience and capability in execution of Landscaping and related works.
- b) Should have an annual turnover of Rs 150 Lakhs during any of the past three financial years.

| S.NO | Particulars | 2008-'09 | 2007- '08 | 2006-'07 | 2005-'06 | 2004-'05 |
|------|---|----------|-----------|----------|----------|----------|
| 1. | Annual Turn over of the company | | | | | |
| 2. | Annual Turnover from Landscaping work | | | | | |
| 3. | List of Major Landscaping works completed and value during each year a) b) c) d) e) | | | | | |
| 4. | Name and value of Operation & Maintenance works carried out with respect to Landscaping a) b) c) d) e) | | | | | |
| 5. | Manpower engaged (Average) by the company with respect to Landscaping work for One year. | | | | | |

The following Documentary evidences required to establish the above P.Q. Criteria (a&b).

- (i) Annual report / Income Tax return to establish the Annual Turnover of the company for the last 5 years since 2004-05 (with respect to Sl.No.1).
- (ii) Memorandum / Articles of the company.
- (iii) Auditor certificates to establish annual turnover for Landscaping works during the Last 3 (Three) years (with respect to Sl.No.2).
- (iv) Clients completion certificates for at least one Landscaping project executed in each year should be furnished for S.No.3&4 of Format-1.

PREQUALIFICATION CRITERIA

Format No.2

BANKER'S SOLVENCY CERTIFICATE

To

The Chairman
TIDEL park Coimbatore Ltd,
4,Rajiv Gandhi Saalai,
Taramani, Chennai 600113
Dear Sir,

SOLVENCY CERTIFICATE

This is to certify that to the best of our knowledge and information , M/s
..... , (address), a customer of
our Bank is respectable and be treated as good for an engagement upto a sum of Rs.
.....(Solvency amount).....only as on(Date of certificate)

This certificate has been issued without any risk and responsibility on the part of
the Bank or any of its officers.

This certificate is issued at the specific request of the customer.

Yours faithfully,

forBank

Bank Officer with designation

Format – 3**Pre-Qualification Criteria**

Should have executed a single landscaping work of the value of Rs.100 Lakhs or Two works of Rs.75 Lakhs each in any one of the last 3 years.

| Sl.No. | Description | 1st Project | 2nd Project |
|---------------|--------------------------|--------------------|-------------------------------|
| 1 | Name of the Client | | |
| 2 | Nature and Scope of work | | |
| 3 | Period of Contract | | |
| 4 | Value of the work | | |

Copy of Client's work completion certificate, agreement/LOA to be enclosed.

Format – 4

Withdrawal Letter

To

The Chairman,
TIDEL Park Coimbatore Limited,
No.4, Rajiv Gandhi Salai,
Taramani,
Chennai – 600 113.

Dear Sir,

Sub: Tender for Landscaping and Related works – Construction
of IT Park at Coimbatore by TIDEL Park Coimbatore Ltd – Withdrawal
of conditions - reg.

We hereby confirm that our offer for Landscaping and Related works relating to construction of Building Complex of Information Technology Park at Villankurichi (SEZ Area), Coimbatore for TIDEL Park Coimbatore Ltd., is in complete compliance with the tender documents, drawings, specifications, Bill of Quantities and subsequent pre bid meeting minutes. Our offer does not deviate from any of the Technical and Commercial requirement of the Tender documents. We hereby agree to withdraw all conditions/deviation in case any such conditions / deviations have been specified by us in the technical or price bid which has either direct or indirect impact on the price quoted.

Thanking and assuring you of our best services at all times.

Yours faithfully,

Format – 5

On Rs.20 Stamp Paper**DECLARATION – CUM – UNDERTAKING**

We, ----- pursuant to our Tender submission on 26.03.2010 for selection of tender Landscaping and Related works relating to construction of building complex of Information Technology Park at Villankurichi (SEZ Area), Coimbatore for TIDEL Park Coimbatore Ltd., hereby declare that all the certificates, agreements, information and other details, furnished by us in our tender document are true and correct.

We further declare that, in case the contract is awarded to us, and at a later date any of the above certificates, agreements, information and other details are found to be false or incorrect, TIDEL Park Coimbatore Ltd., has full rights to terminate the Contract with immediate effect, without any notice and without assigning any reason therefore, besides initiating actions such as forfeiting the Earnest Money Deposit, invoking the Performance Bank Guarantee etc.

We further undertake that in the event of such termination, we would indemnify TIDEL Park Coimbatore Ltd., against the consequential losses, damages etc., as claimed by TIDEL Park Coimbatore Ltd., for having furnish such false/incorrect certificate, agreements, information and other details.

Place :

Signature:

Date:

Name :

Designation :

Sec.2 b : Information Sheet**STRUCTURE AND ORGANIZATION, REGISTRATION AS CONTRACTOR, PREVIOUS EXPERIENCE ETC.**

Tenderers should fill up Information sheet. If information is NIL it should be stated as 'NIL' or no such case. If a query is not applicable to the Tenderers, it should be stated as 'not applicable.'

| | | |
|--------------------------|---|--|
| Name of Tenderer Company | | |
| 1) | Registered Office Address Telephone Number Web site / E-mail No. Fax Number | |
| 2) | Year of establishment and No. of years experience | |
| 3) | Give detail including classification, if registered with any Government / Local Bodies / Municipal or other organization. | |
| 4) | Income Tax Registration no. Works Contract Registration no. VAT Registration no. Service tax Registration no. | |
| 5) | a) Adequate and satisfactory evidence to indicate financial capacity of the organization to undertake the said landscaping work, with names of Bankers and their addresses. | |
| | b) Enclose Annual report / Balance sheet and P & L statements for the past three years. | |
| | c) Current Solvency certificate for Rs. 50(Fifty) Lakhs. | |
| | d) Banker's overdrafts and credit facilities available. | |
| 6) | Details of previous experience, at least three works one of which should satisfy the qualifying criteria in Sec.2.a.ii Name of Work, location and for whom, and cost of work. Enclose certificates either from Client or the Consultant for the work and photographs of completed works. | |
| 7) | Are you a Recipient of any Award in | |

| | | |
|-----|---|--|
| | appreciation of your work? | |
| 8) | Any special information, which you may like to provide. | |
| 9) | Are there any litigation against the company? State Yes / No | |
| 10) | Does any litigation threaten the very existence of company (such as Insolvency/Winding up/ or criminal decree etc.).Give Details. | |

Note:

1. **TPCL** or his authorized representatives reserves the right to verify any part of the information furnished by the Tenderer in the above statements without any prejudice to the terms and conditions of the Contract. The Tenderer is deemed to have given his consent for the right of verification by **TPCL** when the Tenderer submits the above statements.
2. If it comes to the notice of the Client that the Tenderer has suppressed any information or furnished misleading or inaccurate information, or in case whether any litigation currently in progress at the time of submission of bids lead to the decree by the Court of Law against the Tenderer, **TPCL** reserves the right to nullify the pre-qualification and to disqualify the Tenderer. If such information becomes available to **TPCL** prior to issue of Letter of Intent, the Tenderer will be disqualified and will not be considered for award of work, even though the Tenderer is L1. If such information comes to the knowledge of **TPCL** after the award of work, **TPCL** reserves the right to terminate the Contract unilaterally at the total cost and risk of the Tenderer and such action would include but not limited to forfeiture of all deposits, guarantees etc. furnished in any form. **TPCL** will also reserve the right to recover any Retention Money, Mobilization Advance paid by invoking of Bank Guarantees submitted, including invoking of the Performance Bond.
3. The entire work executed up to the stage of such termination including materials procured and materials ordered but awaiting delivery will be taken over by **TPCL** and adjusted towards any payment due, as per contract conditions. **TPCL** can thereafter arrange for a bidding process for completion of the balance portions, for which any additional financial burden to be met by **TPCL** will also be recovered from the accounts due from the Tenderer, who has been terminated.

Signature of the Tenderer

SECTION 3 : Additional Conditions and Commercial Terms

- 1 **Earnest Money Deposit** The Tenderers shall enclose E.M.D. of Rs 1,50,000 **(Rupees One Lakh Fifty Thousand only)** in the form of Demand draft on a Scheduled bank in Chennai or in the form of Bank guarantee valid for Six months. Tenders not accompanied with E.M.D. in the approved form as stated herein will be summarily rejected. E.M.D. will be refunded/returned in the case of successful Tenderer on production of Performance Guarantee.
- 2 The **Letter of Award (LOA)** of the bid sent to the successful Tenderer by **TPCL** shall be construed as a contract binding both the parties. Before the issue of LOA, **TPCL** reserve their rights to call for negotiations, clarifications and presentations by the contractor.
- 3 **Date of Commencement of work: From the date of issue** of Letter of Award also mentioned herein as Letter of Award the successful Tenderer (hereinafter referred to as 'Contractor') shall commence the work within 10 days, and complete the work within 90 days.
- 4 **Performance Guarantee:** The Earnest Money Deposit of the successful Bidder shall be returned without any interest by the Owner, on furnishing a Performance Bond within 7 days of LOA in the form of Bank Guarantee in the format appended herein for an amount of 10% of the contract sum, valid till the end of defect liability period or from the date of satisfactory handing over of the completed works by the **LANDSCAPING Contractor** to the **Owner** with provision for direct re-validation on demand by the Owner, when so called for, for the execution and due fulfillment of the Contract. The Performance Bond shall be returned after successful completion of Defect Liability Period or two months after the last notified defect had been rectified, whichever is later.
5. **Mobilization Advance:**

After issue of LOA and after submitting a Performance Guarantee for 10% of the accepted value of contract to the Owner, the Contractor has to apply for interest-free mobilization advance for 10% of the value of contract. The advance will be given against submission of Bank Guarantee in the format approved by the Owner, for like amount. The advance will be recovered in two installments from the 1st bill on onwards.
6. **Date of Completion:** The date on which the works have been virtually completed and as certified by Architects.
7. **Defects Liability Period (DLP) :** (Which shall also be free maintenance period) shall be twelve months from the date of virtual completion certificate or till all the defects have been rectified and so certified by the architects, whichever is later.
8. **Liquidated damages :** If work is not completed by the stipulated date of completion, Liquidated damages will be levied at the rate of 0.2% of the Contract Value per day, subject to a maximum of 10% of the contract value ; Architects/ Owner Engineer 's opinion whether delay has occurred and their decision to enforce liquidated damages will be binding on both the parties.
9. **Contract Agreement:** The Contractor shall execute an agreement with **TPCL** in a format approved by **TPCL** within ten days of LOA and the following shall be parts of the contract

Part I - Conditions of Contract, Qualifying Criteria and Technical Specifications

Part II - Bills of Quantities

Drawings and Correspondence related to the Project including Minutes of Pre-bid meeting, if any.

10. **Rates shall be firm** throughout the contract period and should include, but not limited to the following: cost of all inputs such as all materials including greenery and irrigation items; tools and tackles; water and power; and all labour required for finished work and maintenance for one year period after completion of work; all taxes and fees to be paid to local authorities or Government; other than the taxes, duties and Levies to which TPCL is exempt under SEZ rules. All charges towards getting connection and consumption of water and Power to be paid to Utility authorities; all insurance; and all expenses in fulfilling the duties and obligations in respect of this contract.
11. **Item rate contract:** The contract will be an item rate contract and work done will be measured and paid for at rates agreed as per schedule of quantities and as certified by the Architects/ Owner Engineer. No extra on any account whatsoever will be payable other than measured work as aforesaid.
12. **During the course of work Architects may increase or decrease the quantities to any extent** and the contractor will not be entitled to any increase in rates or any compensation whatsoever. However the scope and extent of changes that can be ordered by the **Owner** will be limited to $\pm 25\%$ of the contract sum and the **Landscaping Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **Owner**. The **Landscaping Contractor** will only be paid for the actual quantity of works done payable at the accepted unit rates.
13. **Variations;** If any additional or new items are ordered by Architects for execution, then the rates for the additional items shall as far as possible be arrived at from BOQ or derived from the BOQ. If this is not feasible the Contractor shall quote his rates and submit rate analysis with supporting quotations and Vouchers as may be directed by Architects for a fair evaluation and approval by **TPCL**. On the actual cost of materials delivered at site and labour charges, rates will be arrived. Over this contractor's Overhead and profit at 15 % shall be added to arrive at a final rate. The Fifteen per cent addition shall be deemed to include all incidental and connected charges whether direct or indirect, all applicable taxes, duties and levies, all expenses for Infrastructural facilities, amenities, insurance and supervision, and duties and obligations under the contract.
- Provided that in any case voucher specifying the time daily spent upon the work (and if required by the Architects the workmen's names) and the materials employed shall be delivered for verification to the architects or his authorized representative not later than the end of the week following that in which the work has been executed.
14. **The contractor shall observe all local laws, Govt. regulations** as regards his obligations to his employees and Labour, Payment of License fees and consumption charges for water and power or for any other facility payable to the local Utility and/or Govt. authorities. The contractor shall observe safety regulations and take out applicable insurance policies for the work, workmen and third party liability. Attention of Tenderers is invited to clause 18 below.

15. **Running Account Bills** : Payment to the contractor will be based on Running Account bills which may be submitted every fortnight/month ,and will be certified by Architects/OE within fourteen working days from the date of receipt from the contractor and paid by **TPCL** within thirty working days of receipt of certificate from Architects/OE.
16. **Retention Money**: In addition to the Performance Bond in the form of Bank Guarantee as required under Clause No.4 above, as a further security for the due fulfillment of the contract by the **Landscaping Contractor**, 10% of the value of the work done will be deducted by the **Owner** from each payment to be made to the **Landscaping Contractor** until the retention money amounts to a maximum of 5% of the contract sum of the work. On the Architect's certificate of Virtual completion of the works, 50% of the retention money would be refunded and the balance after due completion of all obligations under the contract agreement and one year defects liability period commencing from the date of taking over by the **Owner** or two months after the last notified defect pointed out had been rectified, whichever is later. The amounts retained by the **Owner** shall not bear interest.
17. **Final Bill** should be submitted by the Contractor within two months of completion of work, which will be certified by Architects/ Owner's Engineer within one month of date of receipt from the contractor and will be paid by **TPCL** within a month of receipt of certificate from Architects/Owner's Engineer.
18. **Insurance**: The Contractor shall take out Insurance policies for, a) the work, b) Workmen's Compensation, and c) Third party insurance for Rs.5 lakhs per person, per occurrence and the number of occurrences unlimited, and produce the policies to **TPCL**. Transit insurance as found necessary for the contractor's own materials should be arranged by the contractor himself. All Insurance premiums to be paid for covering risks shall be deemed to be included in quoted rates. The contractor shall indemnify **TPCL** against all claims arising out of this contract.
19. **Rate of Interest for monies retained by TPCL**: NIL
20. **Water and Power**: **Tenderers** should make their own arrangements at their own cost to obtain water and Power connections from local supply authorities and pay all charges for consumption of the same. The contractor at his own cost lay any temporary distributions lines as required for the work and later dismantle and clear away from site. The contractor's rates shall be deemed to include for all the costs as stated herein, and no extra on any account will be payable by **TPCL**.
21. **Decisions**: To prevent disputes and litigations, it shall be accepted as an inseparable part of the contract that in matters regarding materials and workmanship, removal of improper work, interpretation of contract, drawings and specifications, mode of procedure and carrying out the work, defects to be remedied, delay and extension of time, addition, deletion, increase or decrease in quantities, and certificates (except payment certificates) the decisions of Architects/TPCL shall be final.
22. **Arbitration**: If the Contractor is dissatisfied with the decision of Architects on any matter or question or dispute of any kind (except any of the decisions on excepted matters mentioned in Cl.21 above,) or withholding of any payment certificate to which the contractor may claim to be entitled then, and in any such case either party may seek settlement through Arbitration proceedings in accordance with Laws in force. The governing law of agreement and any arbitration pursuant to it shall be the laws of India. Further disagreement with the Arbitration may be

proceeded in a court of Law of India and the dispute shall be deemed to have arisen in Chennai.

- 23. Coordination of work:** The successful Tenderer shall cooperate with all other agencies engaged on separate contracts in the project, meet their agents and Architects and plan his work

24. Extension of Time :

Upon it becoming reasonably apparent that the progress of the Works is delayed, the Contractor shall within 15 days give written notice of the cause of the delay to the Architects, and if in the opinion of the Architects/Owner's Engineer, the completion of the Work is likely to be or has been delayed beyond the date for completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause;

By force majeure (earthquake riot and inclement weather (Inclement weather only heavy downpour) or By reason of civil commotion, or by reason of the Contractor's inability for reason beyond his control and which he could not reasonably have foreseen at the date of this Contract to secure such labour, goods or materials as are essential to the proper carrying out of the works, then the Architects shall so soon as he is able to estimate the length of the delay beyond the date or time aforesaid make in writing a fair and reasonable Extension of Time for completion of the works, provided always that the Contractor shall use constantly his best endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Architects to proceed with the work.

The Contractor is not eligible for any monetary compensation whatsoever due to extension of time granted to him.

26. Determination of Contract

By Client:

Default: If the Contractor shall make default in any one or more of the following respects, that is to say: -

- a) If he without reasonable cause wholly suspends the carrying out of the works before completion thereof, or
- b) If he fails to proceed regularly and diligently with the works, or
- c) if he refuses or persistently neglects to comply with a written notice from the Architects requiring him to remove defective work or improper materials or goods and by such refusal or neglect the work is materially affected, then the Architects may give him the notice by registered post or recorded delivery specifying the default, and if the Contractor either shall continue such a default for 14 days after receipt of such a notice and shall at any time thereafter repeat such a default (whether previously repeated or not), then TPCL without prejudice to any other rights or remedies may within 10 days after such continuance or repetition of default by notice by registered post or recorded delivery forthwith determine the employment of the Contractor under this Contract, provided that such notice shall not be given unreasonably or vexatiously.

- d) If the contractor becomes bankrupt and results in closure of business or winding up or involved in Court litigations threatening the continuation of business then the contract may be terminated by **TPCL** and action taken as stipulated in Note 2. At the end of Information sheet in Sec.2.b, unless the contract is reinstated by **TPCL** and **TPCL** agrees with the Trustee in bankruptcy, liquidator, receiver, or manager as the case may be.

By the Contractor:

- a. **If TPCL does not pay the contractor** within the period of honoring the certificates mentioned in Clause preceding this, and continues default even after 7 days after receiving notice from the Contractor stating the notice of determination under this clause will be served if payment is not received within seven days from receipt thereof, or
- b. If **TPCL** interferes with or obstructs the issue of certificate due under this contract. Or
- c. If the whole or substantially the whole of uncompleted works is suspended for a period of more than one month,

Then the Contractor may thereupon by notice by registered Post or recorded delivery to **TPCL** forthwith determine the contract.

Upon such determination, the respective rights and liabilities of the Contractor and **TPCL** shall be as follows, that is to say:

The Contractor shall with all reasonable diligence, dispatch in such manner and with such precautions as will prevent injury, death or damage of the clauses in respect for which before the date of determination he was liable to indemnify **TPCL** under clause 17 above of these Conditions remove from site all his temporary buildings, plant, machinery, appliances, goods and materials and shall give facilities for his Sub-Contractors to do the same but subject always to the provisions of this clause.

After taking into account amounts previously paid under this Contract the Contractor shall be paid by **TPCL**:

The total value of the works completed at the date of determination.

The total value of work begun and executed but not completed at the date of determination the value being ascertained in accordance with the bill of quantities.

The reasonable cost of the removal under this clause.

Provided that in addition to all other remedies the Contractor upon such determination may take possession of and shall have a lien upon all unfixed materials which may have become the property of **TPCL** by reason of payment in interim bills, until payment of all monies due to the Contractor from **TPCL**.

26. Protection to work and Cleaning

The contractor shall preserve and protect his work and keep the working places and surroundings neat and tidy. On completion he shall remove all debris, clear the

gutters/drains free of dirt and dead plants and handover in a tidy condition to the satisfaction of architects and at no extra cost to **TPCL**.

27. Scaffolding, Staging, Guardrails

The Contractor shall provide, scaffolding, staging, guardrails, temporary stairs which shall be required during construction. The support for the scaffolding, staging, guardrails and temporary stairs shall be strong, adequate for the particular situation. The temporary access to the various parts of the Building under construction shall be rigid and strong enough to avoid any chance of mishaps. The arrangement proposed shall be subject to the approval of the Architect.

28. House Keeping

The Contractor shall be required to maintain the site and surroundings in a neat and orderly manner, free of accumulating debris, haphazard stacking of materials, unhygienic and unsafe environment, cleaning of the site at all levels inside and outside, removal of unwanted materials, packing cases etc., shall be undertaken once on daily basis. The Contractor shall nominate the Safety Officer to be responsible for housekeeping.

29. Operation & Maintenance

The Contractor is liable to carryout Operation & Maintenance of the Landscaping work for a period of 5 years including Defective Liability Period of One year after handing over of the Project. During the Defective Liability Period Operation cost has to be borne by the Contractor. Replacement of Plants, Grass, etc., and cost of Manure/Pesticides has to be borne by the Contractor.

Separate agreement for Annual Operation / Comprehensive Maintenance Contract shall be entered into at an appropriate stage later (before 15 days of handing over of by the Contractor) either directly with TIDEL Park Coimbatore Ltd. or designated O&M Contractor of TIDEL Park Coimbatore Ltd. for the stipulated period in the tender for the specialised work of Landscape and Related works. Thus this reference of communication and a copy of the accepted tender forming part of the agreement for Annual Operation / Comprehensive Maintenance Contract, being complement to each other.

30. LITIGATION

There shall not be any litigation against the company threatening the very existence/operation of the company by way of insolvency/liquidation/deed of criminal nature etc. Bidders shall give details of the same or declare NIL if there is none, in a separate Format elsewhere in this document.

SAFETY MEASURES:

Compliance of Safety Code :

The **Contractor** shall strictly comply with the provision of safety code and safety rules appended hereto. The **Contractor** shall keep the **Employer** fully indemnified against any claims or liabilities arising out of **Contractor's** lapse in safety practices

Safety Code and Safety Rules

There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilised dressings and cotton wool.

An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.

Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. (clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

The excavation material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.

No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

Those engaged in welding works should be provided with welder's protective eye-shields and gloves. All persons at site shall wear shoes and protective safety helmets approved for construction sites.

No paint containing lead or lead products shall be used except in the form of paste or readymade paint.

Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.

Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the period of cessation of work.

Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

B) SAFETY RULES TO BE FOLLOWED BY THE CONTRACTOR DURING EXECUTION OF WORK :

1. All the staff working at site will wear helmets.

2. All electrical equipment used by the Contractor will have double earthing and will be connected through an ELCB.
3. No temporary electrical connections with loose wire will be permitted. For all electrical connections, proper sockets and plugs will be used and wiring / cabling clamped.
4. Electrical hand tools like drilling machine will be of 220 volts type.
5. ELCB's will be used wherever power & electrical connections are taken by the Contract.
6. Fire fighting portable extinguishers will be used and located at appropriate locations.
7. All staff working at heights will use safety belts and standard platforms with one metre height railing.
8. All the staff working will as far as possible wear shoes.
9. All electricians will have wiremen's licence.
10. Standard ladders will be used, non standard ladders will not be permitted.
11. Inflammable materials like Petrol, Kerosene, Wax etc., will not be allowed to be stored at site stores. Special storage space with fire protection arrangements will be provided.
12. Each Contractor will keep a well furnished FIRST AID box with easy accessibility. Respiratory protective equipment should be available with the Contractor.
13. Welding mechanics and electricians will wear rubber gloves.
14. Personal protecting equipment like Ear Muffler, Goggles, Gloves, Safety Belt, Safety Helmet, Rubber Shoes, etc., should be used and available in Contractor's stores.
15. Use of asbestos to be prevented.
16. If correct manual handling is not used, it can result in back injuries. Therefore all workers should be trained in safe manual handling. Special objects require special handling.
17. All scaffolding will be of steel and double stage.
18. Contractors to ensure that all equipment tools, brought on to the premises will be in a safe condition have recently been checked and that all personnel using the equipment and tools have been trained in their safe use.
19. Contractor to ensure that whilst on site premises, he will comply with all health and safety legislation as required by the Employer.
20. All the platforms, scaffolding and catwalks should have railings of 1 Mt. height and 100 mm toe board. All the catwalks should be minimum 450 mm wide and of grill type. All ladders should have hand rails.

* * * * *

SECTION-4:**FOR CONTRACTOR'S SPECIAL ATTENTION****A. SPECIAL ECONOMIC ZONE**

- 1 Government of India, Ministry of Commerce & Industry has approved vide No. F2/5/2006 – EPZ dated 16.06.2006 M/s. Electronic Corporation of Tamil Nadu Limited (ELCOT) for establishing a Special Economic Zone (SEZ) and also notified the SEZ vide notification No:564(E) dated 11.4.2007. ELCOT has allotted 9.5acres of land in the above said SEZ-area, for construction of IT Park by TIDEL Park Coimbatore Ltd.
- 2 The building is located in the Special Economic Zone (SEZ) at Villankurichi Village, Coimbatore, Coimbatore North Taluk, and Coimbatore District, India. Authorized operations would qualify for exemptions, concessions and drawback as per the procedure in SEZ rule 2006 as amended to date to the Developer (Owner) as well as Contractors engaged by the Developer(Owner).
- 3 Owner of the project:

WHEREAS, the Government of Tamilnadu in G.O. Ms No. 49 Industries (IT) Department dated 21.02.2007, Govt. of Tamil Nadu have issued orders that

- The Coimbatore IT Park will be implemented by a new Joint Venture Company with Electronics corporation of Tamilnadu Ltd(ELCOT) and Tamilnadu Industrial Development Corporation Ltd (TIDCO) as major shareholders;
- TIDEL Park Ltd's service will be utilized for design contracting and construction of the Coimbatore IT Park.

WHEREAS, a new company viz TIDEL Park Coimbatore Ltd has been incorporated for implementing the project (hereinafter called the "Owner"). All approval/clearance required for the project are to be obtained in the name of the owner.

- 4 IT-SEZ Approval:

WHEREAS, the Electronics Corporation of Tamilnadu Ltd(ELCOT), has obtained approvals from Ministry of Commerce & Industry, Govt. of India for setting up a sector specific Special Economic Zone(SEZ) for IT/ITES sector in over an area of 11.76 Hectares of the below said property, acquired from the Government of Tamil Nadu, vide Letter No. F2/S/2006-EPZ dated 16th June, 2006 and subsequently Ministry of commerce & Industry, Govt. of India notified the following areas at Villankurichi Village, Coimbatore North Taluk, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564(E) dated 11th April 2007.

| Sl.No. | Survey No. | Area(in Hectares) |
|--------|------------|--------------------|
| 1. | 426/1 | 0.69 |
| 2. | 426/2 | 2.86 |
| 3. | 427/1 | 1.50 |
| 4. | 427/2 | 2.93 |
| 5. | 436 | 3.16 |

| Sl.No. | Survey No. | Area(in Hectares) |
|--------|------------|--------------------|
| 6. | 461/3 | 0.04 |
| 7. | 462/4 | 0.21 |
| 8. | 463/4 | 0.16 |
| 9. | 465/5 | 0.12 |
| 10. | 466/4 | 0.09 |
| | Total | 11.76 |

5 Land & Co-developer

WHEREAS, the owner and ELCOT have entered a Lease Deed dated, 20.2.2008 for allotment of 9.5 acres of land as Co-Developer plot with exclusive property right for setting up I T Park in Survey.No.427/1(1.81 acres), 427/2(6.40 acres) and 436(1.29acres) situated at Villankurichi Village, Coimbatore North Taluq, Coimbatore District with the following boundaries and also 1.431 acres of land earmarked in the above said IT-SEZ for common facilities as undivided land share.

| | |
|----------|--|
| North by | Land in S.No. 428, Private Factories |
| East by | Land in S.No.436. M/s.TCS |
| South by | Land in S.No.464 and 465 in 100ft. Road |
| West by | Land in S.No.S.No.427/1, Part, M/s. WIPRO Ltd, |

WHEREAS the Owner and ELCOT have entered an agreement on 10.03.2008 to construct an Information Technology Park in the above said IT-SEZ Plot, as Co-Developer.

6. Architect:

WHEREAS the Owner is desirous of Construction of Information Technology Park at Special Economic Zone at Villankurichi, Coimbatore (herein after called "the WORK") and M/s. C.R.Narayana Rao, Architects & Engineers, Old No. 5, New no. 10, Karpagambal Nagar, Mylapore, Chennai – 600 004 as Architect (hereinafter referred to as the ARCHITECT).

7. Owner's Engineers:

The owner has retained M/s.TCS Consulting Engineers Ltd., Bangalore as Owner's Engineers (hereinafter referred to as the Owner's Engineers).

8. The exemptions that would be eligible to the Owner and the Contractor are the following.

- Exemptions of customs duty including *counter veiling duty, Cess & surcharge cess, etc* as applicable.
- Excise duty, Cess & Surcharge Cess thereon.
- Central Sales tax
- Entry taxes*
- Service tax for services provided within the processing zone.
- Any other taxes

9. (a) The tenderer shall quote his rates considering as SEZ Project with the above exemptions taxes, duties and levies available to Owner as well as

Contractors engaged by the Owner. Further the tenderer shall quote the rates exclusive of VAT. Such taxes when levied on the bills would be reimbursed to the tenderer upon production of proof of remittance of such taxes to the respective departments.

- (b) (i) The owner has applied to the Government of Tamil Nadu for grant of exemption from VAT on contracts executed in their favour. The Contractor will be intimated upon receipt of the said exemption.
- (ii) Till that time, VAT shall be charged separately in the bills and would be reimbursed upon production of evidence of remittance to the Government.

10. Towards availing tax exemptions, the tenderer shall furnish a list of all materials which are to be imported into the site with quantity, specification and rate/amount along with his tender. The list will be furnished to the SEZ Development Commissioner jointly by the Owner and Contractor for permission to import these materials to TIDEL PARK Coimbatore Ltd., SEZ to avail the duty and tax concessions. The Contractor, however will be solely responsible for correctness of details in the List, the delivery Schedule, the works programme and achievement of Milestones.
11. For purchase of materials indigenously similar procedure as above will be followed to avail excise duty, CST, VAT & other exemptions.
12. Purchase Order for materials will be placed by the Contractor with manufacturer in the joint name of Owner and the Contractor. All payments to the manufacturer for both imported as well as indigenous shall be made by the Contractor directly to the manufacturer. TIDEL Park Coimbatore Ltd., will not be responsible for any payment to the manufacturer or delay in payment for what so ever reasons.
13. For items of BOQ involving imported materials as well, the Contractor shall quote the rate only in Indian Rupees .However if the Contractor prefers foreign exchange payment TIDEL Park Coimbatore Ltd., will recommend to the concerned authorities for release of foreign exchange. However TIDEL Park Coimbatore Ltd., will not have any responsibility with regard to the amount of L/C to be opened, foreign exchange rate or amount, for which the Contractor shall be solely responsible. TIDEL Park Coimbatore Ltd., will pay to the Contractor only as per the agreed payment terms and accepted rates.
14. For imported material, the contractor will release Purchase order directly on the Vendor and also arrange to pay for the goods. The contractor shall clear the customs and avail exemption of customs duty and sales tax concessions and bring the materials directly to the SEZ site .All cost for procurement, freight, clearance, taxes payable to statutory authorities shall be deemed to have been included in the quoted rate.
15. However, whether the materials are indigenously procured or imported from abroad, the responsibilities of follow-up, pre delivery inspections, physical clearance at manufacturers/ suppliers works / physical clearance from Customs , correctness of the quantity, quality and specifications, loading and transport to SEZ site including Insurance and transit insurance, unloading at site, arranging for inspections by Insurance company representatives and SEZ Commissioner, taking corrective actions if necessary, safe storing at duty free Godown to the satisfaction of SEZ Officer and obtaining re-warehousing certificate and sending

- to the relevant Customs official stationed at the respective ports, rest solely with the contractor and the quoted rate shall be inclusive of all the requirements.
16. In cases where purchase orders are necessitated to be placed by the Owner and payments are made, the Owner will deduct the payments made including related costs thereon, from the Contract amount of the contractor. The exchange rate prevailing *on the date of payment* shall be applicable for the imported items.
 17. During the course of contract if it becomes essential to change the source from indigenous to imported or vice versa, the contractor shall request for such changes in writing explaining the reasons for the change. In such cases the reduction in price shall be passed on to Owner. However no claim for additional payment will be entertained if there is an increase due to the aforesaid change. No extension of time will be admissible for any such changes.
 18. The materials brought to the site shall be stored, utilized & accounted as per SEZ regulations.
 19. The contractor has to make his own arrangements for procurement of all other materials required for the work at his own cost as per the accepted rates
 20. Once brought to TIDEL PARK Coimbatore Ltd., SEZ, the Duty and Tax free materials cannot be removed outside and any work to be done to make them fit for installation shall be done only within the Zone. In this regard, the contractor may also refer to the Customs Circular No. 29/2006- Cus, dated December 27, 2006
 21. The attention of the Contractor is also drawn to Special Notification of the Ministry of Commerce and Industry (Dept. of Commerce) viz "Special Economic Rules,2006 " made by the Central Government empowered to make so under Special Economic Zone Act, 2005 (Act 28 of 2005). The same is published in Part II, Section 3 subsection i. of Gazette of India Extraordinary, dated the 10th February, 2006 of the Government of India. The contractor shall also observe all the norms of SEZ rules and assist the Owner in procurement, transshipment, delivery and safe storage.
 22. The Contractor has to quote the rates as SEZ Project on tax exemption basis. However the contractor has to give breakdown of his rates in the format enclosed in the volume Bills of Quantities

Signature of the Tenderer

FOR CONTRACTOR'S SPECIAL ATTENTION :**B. TAXES IN SEZ ZONE :****1 TAXES, DUTIES, OCTROI ETC.**

CONTRACTOR agrees to and does hereby accept full & exclusive liability for the payment of any and all taxes, duties, entry tax octroi, works contract tax, Service Tax and cess thereon, etc. now or hereafter imposed, increased, or modified, and all the sales taxes, works contract tax, Service Tax and cess thereon, duties, octroi etc. now in force and hereafter increased imposed or modified from time to time in respect of WORK and materials and all contributions and taxes for unemployment compensation insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by CONTRACTOR and CONTRACTOR shall be responsible for compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting Owner-employee relationship and CONTRACTOR further agrees to comply, and to secure the compliance of all Sub-Contractors, with applicable Central, State, Municipal and Local laws and regulations and requirements of any Central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or Sub-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of WORK provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative Sub-division thereof..

- 1.2 As supplies to TIDEL PARK COIMBATORE LTD., SEZ unit are exempted from all taxes and duties referred to above the Tenderer is to ensure that the bid does not include any taxes or duties afore said (A3). The price quoted shall include no element of tax on the supplies. In case the Contractor is of the view that any of the above mentioned exemptions are not applicable to any one of the materials or items, he shall specify such items in the tender and the taxes and duties he has considered for such items to facilitate TIDEL PARK COIMBATORE LTD., to take up with the authorities and obtain possible exemptions. However, the Owner shall not reimburse him, in any case if taxes and duties have been paid by him whether or not he has indicated the same in his rate.

Subject to above, the contractor is also required to confirm when they accept the Purchase Order (PO), that they have not charged the TIDEL PARK COIMBATORE LTD., SEZ Unit for any of the above taxes and duties.

- 1.3 The Tenderer to understand that if any duties / taxes, agreed to, at the time of placement of order become eligible for refund at a later date, then TIDEL PARK COIMBATORE LTD., SEZ Unit will have the right to amend the PO and reduce the price. The tax/duty amount shall be accordingly reduced from the original PO value through necessary amendment of the PO and the monies if already paid by TIDEL PARK COIMBATORE LTD., SEZ Unit shall be refunded immediately back to TIDEL PARK COIMBATORE LTD., SEZ Unit.
- 1.4 Supplies to SEZ are treated at par with exports and such supplies shall be eligible for refund of non-usable accumulated CENVAT credit on the inputs contained in

- such supplies. Accordingly, the excise duty/ CVD component cannot form part of the price quoted or be included in the PO Value. Contractor confirms when the PO is accepted that such components are not included in their price.
- 1.5 The Contractor shall provide a Bill of Export and Packing List in quintuplicate giving therein the description of goods to be submitted to the SEZ customs at least one week prior to the dispatch of the goods.
- The contractor shall indicate in the Bill of Export whether the supplies are being made under Duty Drawback or DEPB or DFRC or Advance License. If the supplies are made under DEPB scheme, the TIDEL PARK COIMBATORE LTD., SEZ Unit shall issue a disclaimer certificate to enable the Contractor to avail the export benefit from the licensing authority. Moreover, at the time of supply, the documents accompanying the goods should include the Bill of Export and ARE-1.
- On admission of goods supplied, into the SEZ, it shall be the Contractor's responsibility to get a copy of the ARE-1/ Invoice with the endorsement by the authorized officer of the customs in the SEZ for submission to the Contractor's jurisdictional Central Excise Authority.
- 1.6 The contract value shall not be adjusted on account of any increase in Statutory Levies imposed by competent authorities by way of fresh notification(s) within the stipulated delivery period. However, in case of reduction in Statutory Levies within the stipulated delivery period, the benefits of the same shall be passed on to the TIDEL Park Coimbatore Ltd., SEZ Unit.
- No Taxes, Duties and Levies as applicable to SEZ will be payable by TIDEL Park Coimbatore Ltd., SEZ Unit except in case of new levies, taxes and duties imposed by the Competent Authorities by way of fresh notification(s) subsequent to the issue of Work Order but within the stipulated delivery period.
- Notwithstanding what is stated above, new Taxes, Duties and Levies shall apply only to that portion of work Order not executed on the date of notification by Competent Authority. Further, new Taxes, Duties and Levies after due date of delivery shall not affect Work Order terms and value.
- The Work order value shall not be subject to any variation on account of Sales Tax/ VAT for any reason whatsoever.
- Specifically, no taxes/ duties and levies would be entertained for payment which was not factored at the time of bid.
- 1.7 The statutory deduction for taxes and levies will be made from your bills at applicable rates prevailing from time to time, for the following.
1. Income tax and surcharge
 2. Work contract tax.
 3. Construction workers welfare tax
- Contractor's quoted price shall be firm till the completion of this project.
- 1.8 Where TIDEL PARK COIMBATORE LTD., enters in to a contract with the identified sub contractor / direct sub contractor / other agencies, the procedures, terms and conditions as regards tax and SEZ related aspects as applicable to the contractor

would apply to the said Subcontractor / direct sub contractor. Specifically, the owner will not be obligated to sub contractor/ direct sub contractor/ other agencies for any of the tax amount or for any documentation requirement. The entire responsibility, if any in this regard would vest with the contractor.

**Signature of the tenderer
with date and seal**

SECTION - 5**BID FORM**

To

The Chairman,
M/s. TIDEL PARK COIMBATORE LIMITED,
 First Floor, TIDEL Park
 NO.4, Rajiv Gandhi Salai,
 Chennai – 600 113.

Dear Sir,

1. Having examined the drawings, specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the Bid, I/we hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of Bid, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, by, and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

- | | | |
|----|---|---|
| a) | Description of works | Landscaping and Related Works around the building of Information Technology Park Building complex at Special Economic Zone at Villankurichi, COIMBATORE. |
| b) | Value of Contract | Rs.150 Lakhs (Rupees One hundred and fifty lakhs only) |
| c) | Earnest money | Rs1,50,000 (Rupees One lakh and fifty thousand only) by Demand Draft or Bank Guarantee (valid for 180 days from the last date of submission of Bid) in favour of M/s. TIDEL Park Coimbatore Ltd., |
| d) | Percentage to be deducted from bills towards retention money | : 10% (Ten Percent) of the value of work billed, subject to a maximum of 5% of contract value. |
| e) | Date of Commencement of activities | : The date of letter of Award (LOA) is treated as commencement of contract and work has to be commenced within 10 days from the date of issue of Letter of Award. |
| f) | Time allowed from date of Commencement for completion of the work | : 90 (Ninety days) for Landscaping and Related works. |

- (g) Operation & Maintenance : Comprehensive maintenance for 4 years after Defective Liability Period of One year. During DLP Operation Cost will be paid by Owner and replacement of Plants, Trees, Shrubs, etc., at Contractors cost.
2. Should this Bid be accepted, I/we hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto or in default thereof to forfeit and pay to TIDEL Park Coimbatore Limited, Coimbatore the amount mentioned in the said contract.
 3. We agree to execute the works as independent Landscaping Contractor under our own responsibility as and when inducted by the Owner.
 4. I/We have deposited a sum of Rs.1,50,000/- (Rupees One Lakhs Fifty Thousand only) / only as earnest money in the form of Demand Draft / Bank Guarantee from Scheduled Bank, with TIDEL Park Coimbatore Ltd., Coimbatore which amount is not to bear any interest. Should I/we fail to execute the contract when called upon to do so, I/we do hereby agree that this sum shall be forfeited by me/us to the TIDEL Park Coimbatore Ltd.,
 5. If this Bid is accepted we agree to provide a Bank Guarantee from a Scheduled Bank as Performance Bond for a sum equivalent to Ten percent of the contract value for the due performance of the contract under the terms of the conditions of contract within time.
 6. We agree to abide by this Bid for the period of ninety days from the date of opening of price bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period without any additional cost.
 7. Unless and until a formal agreement is prepared and executed this Bid together with your written acceptance thereof, shall constitute a binding contract between us.
 8. The lists showing the particulars of large works carried out and the names of manufacturers of specialized items as required are enclosed.
 9. I/We agree to abide by all laws, rules and regulations of Govt., Municipal, and statutory bodies I/We agree to observe safety as the highest priority and abide by prevailing laws, rules and regulations, and also the directions of TPCL, regarding the health, and safety rules for workers and guidelines for protecting the Environment, and waste management

Our bankers are : (Please state name, address, and phone no.)

- i)
- ii)

The names of Partners of our firm / Directors of our company are:
(Please state name, address, and Phone no.)

- i)
- ii)

The names of the Partner of the firm/Director of our company authorized to sign :

or

Name of person having Power of Attorney to sign the Contract (certified true copy of Power of Attorney should be attached) (Pl. state name, address and Telephone No.

Yours faithfully,

Signature of the Tenderer.

(Should be signed by the authorized signatory. Board Resolution in the case of company or a letter signed by all partners in the case of Firm, to be enclosed.

WITNESSES :

ii) Signature:

Occupation:

Address:

ii) Signature:

Occupation:

Address

SECTION-6:**ARTICLES OF AGREEMENT
(DRAFT FORMAT)**

ARTICLES OF AGREEMENT made on this day of 2010 between TIDEL Park Coimbatore Limited a company incorporated under Companies Act 1956 having its registered office at TIDEL Park Ltd., No.4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113, represented by Mr/Mrs....., IAS, Chairman/Director/General Manager (hereinafter called "the Owner" which expression shall unless the context required otherwise include its successors and assigns) of the FIRST PART.

and.....of the other part whose registered office is situated at.

(hereinafter called " **the Contractor**" or "**Landscaping Contractor**")

o **Owner of the project:**

WHEREAS, the Government of Tamilnadu in G.O. Ms No. 49 Industries (IT) Department dated 21.02.2007, Govt. of Tamil Nadu have issued orders that

- The Coimbatore IT Park will be implemented by a new Joint Venture Company with Electronics corporation of Tamilnadu Ltd(ELCOT) and Tamil Nadu Industrial Development Corporation Ltd (TIDCO) as major shareholders;
- TIDEL Park Ltd's service will be utilized for design contracting and construction of the Coimbatore IT Park.

WHEREAS, a new company viz TIDEL Park Coimbatore Ltd has been incorporated for implementing the project (hereinafter called the "Owner"). All approval/clearance required for the project are to be obtained in the name of the owner.

➤ **IT-SEZ Approval:**

WHEREAS, the Electronics Corporation of Tamilnadu Ltd(ELCOT), has obtained approvals from Ministry of Commerce & Industry, Govt. of India for setting up a sector specific Special Economic Zone(SEZ) for IT/ITES sector in over an area of 11.76 Hectares of the below said property, acquired from the Government of Tamil Nadu, vide Letter No. F2/S/2006-EPZ dated 16th June, 2006 and subsequently Ministry of commerce & Industry, Govt. of India notified the following areas at Villankurichi Village, Coimbatore North Taluk, Coimbatore District, the State of Tamilnadu comprising the survey numbers as given below, vide notification No. SO.564(E) dated 11th April 2007.

| Sl.No. | Survey No. | Area(in Hectares) |
|---------------|-------------------|---------------------------|
| 1. | 426/1 | 0.69 |
| 2. | 426/2 | 2.86 |
| 3. | 427/1 | 1.50 |
| 4. | 427/2 | 2.93 |
| 5. | 436 | 3.16 |
| 6. | 461/3 | 0.04 |
| 7. | 462/4 | 0.21 |
| 8. | 463/4 | 0.16 |
| 9. | 465/5 | 0.12 |
| 10. | 466/4 | 0.09 |
| | Total | 11.76 |

➤ **Land & Co-developer**

WHEREAS, the owner and ELCOT have entered a Lease Deed dated, 20.2.2008 for allotment of 9.5 acres of land as Co-Developer plot with exclusive property right for setting up I T Park in Survey.No.427/1(1.81 acres), 427/2(6.40 acres) and 436(1.29acres) situated at Villankurichi Village, Coimbatore North Taluk, Coimbatore District with the following boundaries and also 1.431 acres of land earmarked in the above said IT-SEZ for common facilities as undivided land share.

| | |
|----------|--|
| North by | Land in S.No. 428, Private Factories |
| East by | Land in S.No.436. M/s.TCS |
| South by | Land in S.No.464 and 465 in 100ft. Road |
| West by | Land in S.No.S.No.427/1, Part, M/s. WIPRO Ltd, |

WHEREAS the Owner and ELCOT have entered an agreement on 10.03.2008 to construct an Information Technology Park in the above said IT-SEZ Plot, as Co-Developer.

WHEREAS the **Owner** is desirous of Providing Landscaping and Related works in the Information Technology Park Building at Special Economic Zone at Villankurichi, Coimbatore (hereinafter called "the Work") and has caused drawings and Schedule of Quantities showing and describing the work to be done as prepared by or under the direction of Architect, **M/s. C.R. Narayana Rao, Architects & Engineers**, Old No. 5, New No. 10, Karpagambal Nagar, Mylapore, Chennai - 600 004, [hereinafter referred to as the Architect].

AND WHEREAS the said drawings numbered as per list attached to the Bid document covering conditions, the specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the "**Landscaping Contractor**" has furnished Bank Guarantee for a sum of Rs..... (Rupees only) as Performance Bond, valid from the date of commencement of work till the end of defect liability period of twelve calendar months from the date of taking over the work by the **Owner** with provision for direct re-validation of the Bond on demand if so required by the **Owner** for due performance of this agreement.

AND WHEREAS the "**Landscaping Contractor**" has supplied the **Owner** with a fully priced copy of the said Schedule of Quantities – Part-II (which copy is hereinafter referred to as "the Contract Bills") AND WHEREAS the said Drawings (hereinafter referred to as "the Contract Drawings") and the Contract Bills have been signed by or on behalf of the parties hereto.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. For the consideration hereinafter mentioned the **Landscaping Contractor** will upon and subject to the Conditions annexed carry out and complete the Work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said Conditions.
2. The **Owner** will pay the **Landscaping Contractor** the said contract amount Rs..... (Rupees. only) (hereinafter referred to as "the Contract Sum") or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.
3. The term "the Architect" in the said Conditions shall mean the said **M/s. C R Narayana Rao, and the term Owners Engineers in the said condition shall mean said the M/s.TATA Consulting Engineers Ltd as nominated by the owner.** or in the event of their ceasing to be the **Architect / Owner's Engineers** for the purpose of this Contract, such other person as the **Owner** shall nominate for that purpose, not being a person objected to by Contractor for reasons considered by the **Owner**, as valid. Provided always that no person subsequently appointed to be the Architect under this clause shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect (s) / Owner's Engineers at any time.
4. The said Condition and appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.
5. The plans, agreement and documents mentioned herein shall form part of this Contract.
6. The Contract is not a lump sum contract but an item rate contract to carry out the work in respect of Providing Landscaping System in the construction of Information Park Building at Villankurichi SEZ, Coimbatore,. The **Landscaping Contractor** shall be paid for the actual quantity of work done, as measured at site, at the accepted rate contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions and as certified by the Architects.
7. The **Landscaping Contractor** shall afford every reasonable facility for the carrying out of all works relating to civil works and all other ancillary works in the manner laid down in the said Conditions, and shall make good any damage done to walls, floors, and other properties of the **Owner** during execution and after the completion of such works.
8. The **Owner** reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract. However the scope and extent of changes that can be ordered by the **Owner** will be limited to $\pm 25\%$ of the contract sum and the **Landscaping Contractor** shall not be entitled to any compensation or claim due to such change (s) / Order (s) by the **Owner**. The **Landscaping Contractor** will only be paid for the actual quantity of works done payable at the accepted unit rates.

9. All differences and disputes arising between TPCL, and the Landscaping contractor on any matter connected with the assignment , -other than the Excepted matters referred in the Conditions for which TPCL’s decision will be final and binding on the contractor,- shall be referred to Arbitration. The Arbitration proceedings shall be conducted in English and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any statutory modification or enactment thereof. The venue of Arbitration shall be Chennai.

The parties hereby agree that one arbitrator each shall be appointed by each party. The arbitrators together will appoint a third arbitrator who shall act as the Lead Arbitrator.

10. Time shall be considered as the essence of this Contract and the **Landscaping Contractor** hereby agrees to commence the work within a period of ten days from the date of issue of Letter of Award as provided for in the said Conditions and to complete the entire work within a period of **90 (Ninety) Days** thereof subject nevertheless to the provisions for extension of time.

11. All payments by the **Owner** under this contract will be made only through Banking Channel at Chennai / Coimbatore in Indian Rupees.

12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Chennai and only Courts in Chennai shall have jurisdiction over them.

13. That the several parts of this Contract have been read by the **Landscaping Contractor** and fully understood by the **Landscaping Contractor**.

Signature Clause

| | |
|----------------------------------|-------------------------------|
| TPCL, | Landscaping Contractor |
| Signed and Delivered By | |
| Name & Designation | |
| Address | |

WITNESSES :

| | | |
|----|------------------|-------|
| 1) | Signature | |
| | Occupation | |
| | Address | |
| 2) | Signature | |
| | Occupation | |
| | Address | |

The COMMON SEAL OF was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

In the presence of :

(1) Name and Designation:

(2) Name and Designation:

If the **Landscaping Contractor** signs under its common seal, the signature clause should correspond with the sealing clause in the Articles of Association.

Directors who have signed these presents in token thereof in the presence of :

(1) Name and Designation:

(2) Name and Designation:

If the **Landscaping Contractor** signing by the hand of power of attorney,

SIGNED AND DELIVERED BY the Contract by the hand of Shri and duly constituted attorney.

Proforma of Bank Guarantee for Earnest Money

(This guarantee shall be valid for 180 days from the last date stipulated for submission of Bid.)

Whereas (hereinafter called "the Tenderer") has submitted its tender dated for

 hereinafter called "the tender".

KNOW ALL MEN by these presents that we Having our registered office at (hereinafter called "the Bank") are bound unto TIDEL Park Coimbatore Ltd., (hereinafter called the "**OWNER**") in the sum of Rs..... (Rupees only) for which payment well and truly to be made to the said **OWNER**, the Bank binds itself, its successors and assigns by these presents.

Sealed with common seal of the said Bank this day of 2010.

The Conditions of the obligation are:

- a) if the Tenderer withdraws his tender during the period of tender validity.
- b) if the Tenderer fails to accept the corrections of his errors in the tender documents as determined by the **OWNER**.
- c) If the Tenderer having been notified of the acceptance of his tender by the **OWNER** during the period of validity of tender :
 - i) Fails or refuses to execute the Form of Agreement.
 - ii) Fails or refuses or neglects to furnish the Performance Bank Guarantee.

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

This guarantee will remain in force up to and including the date thirty (30) days after the date of expiry of the period of tender validity, and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

Signature of the Bank

Signature of Witness

Name of Witness

Address

FORM OF PERFORMANCE GUARANTEE

1. In consideration of the TIDEL PARK Coimbatore Ltd. (hereinafter called "TPCL,") having agreed to allow M/s. (hereinafter called "the said **Landscaping Contractor(s)**") from the demand under the terms and conditions of an Agreement No. for the work of Providing Landscaping System in the construction of Information Technology Park at Villankurichi Special Economic Zone, Coimbatore, (hereinafter called "the said Agreement" for furnishing Performance Bond for the due fulfillment by the said **Landscaping Contractor** of the terms and conditions in the said Agreement, by production of a BANK GUARANTEE for RS.. (Rupees..... only). We the (Name of the Bank) having our Head Office at and having branch at referred to as "the Bank" at the request of M/s. **Landscaping Contractor(S)** do hereby undertake to pay to TPCL, an amount not exceeding RS..... on demand by TPCL,.
2. We (Name of the Bank) branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from TPCL, stating that the amount claimed is required to meet the recoveries due or likely to be due from the said **Landscaping Contractor(s)**. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding RS..... (Rupees..... only).
3. We undertake to pay to the TPCL,, the amount due under this Guarantee so demanded notwithstanding any dispute to disputes raised by the **Landscaping Contractor(s)** in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under.

- 4. We (Name of the Bank) branch further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till the dues of TPCL, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineer in charge on behalf of TPCL, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said **Landscaping Contractor(s)** accordingly discharges this guarantee.
- 5. We (Name of the Bank) branch further agree with TPCL,, that TPCL, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said **Landscaping Contractor(s)** from time to time or to postpone for any time or from time to time any of the powers exercisable by TPCL, against the said **Landscaping Contractor(s)** and to forbear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Landscaping Contractor(s)** or for any forbearance act or omission on the part of the TPCL, or any indulgence by the TPCL, to the said **Landscaping Contractor(s)** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the **Landscaping Contractor(s)**.
- 7. We hereby waive the necessity of your demanding the **Landscaping Contractor** before presenting us with the demand.
- 8. We(Name of the Bank) branch lastly undertake not to revoke this guarantee except with the previous consent of the TPCL, in writing.
- 9. This guarantee shall be valid upto Notwithstanding anything contained herein before our liability against this guarantee is restricted to RS.. . . (Rupees..... only) and it will remain in force till) unless a claim or demand in writing is made against us under this guarantee before the expiry of six months from the aforesaid date that is before of (.) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

Dated the day of for (Name of the Bank) Branch.

(In a Stamp Paper of/-)

AFFIDAVIT

We have submitted Bank Guarantee for the work

Agreement No. from (Name of the Bank) branch to the
TPCL, Limited, Chennai with a view to furnish Performance Bond. This Bank Guarantee
expires on We undertake to keep the validity of the Bank Guarantee in force
by getting it extended from time to time at our own initiative upto a further period of six
months or as directed by TPCL,.

We also indemnify TPCL, against any losses arising out of non-encashment of the Bank
Guarantee if any.

Notary Public Signature

Signature of the
Landscaping Contractor

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

In consideration of the **TIDEL Park Coimbatore LTD.**, (hereinafter called the "**OWNER**") having agreed to pay mobilization advance under the terms and conditions of letter of acceptance No..... dated made between M/s. a company having its registered office at in the state of (hereinafter called "the said **LANDSCAPING CONTRACTOR**" which expression shall unless the context required otherwise include its successors and assigns) for the **WORK** of construction of **Chennai**, by "the said **LANDSCAPING CONTRACTOR**" on production of a Bank Guarantee for Rs. (Rupees

We, (hereinafter referred to "as the Bank" at the request of M/s..... do hereby undertake to pay to the **OWNER** an amount not exceeding Rs..... (Rupees..... only).

We, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the **OWNER** stating that the amount claimed is required to meet the recoveries due or likely to be due from the said **LANDSCAPING CONTRACTOR**. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

We undertake to pay to the **OWNER**, any money so demanded notwithstanding any dispute or disputes raised by the **LANDSCAPING CONTRACTOR** in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability or payment thereunder and the **LANDSCAPING CONTRACTOR** shall have no claim against us for making such payment.

This Guarantee shall remain in force and effect so long as the said advance or any part thereof remaining outstanding and shall expire and become ineffectual only after the recovery of the entire sum of Rs. covered by the Guarantee.

The Guarantee shall come into force from the date **LANDSCAPING CONTRACTOR** receives from the **OWNER** the said advance.

This Guarantee will not be discharged due to change in the constitution of the bank or the **LANDSCAPING CONTRACTOR**.

We, lastly undertake not to revoke this guarantee except with the previous consent of the **OWNER** in writing.

This Guarantee shall be valid upto unless extended on demand by The **OWNER**. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees only).

Witness :

For and on behalf of the Bank

Name :

Designation

Address :

Date

SECTION - 7
TECHNICAL SPECIFICATION
FOR
LANDSCAPING
AND
RELATED WORKS

SECTION-7**TECHNICAL SPECIFICATION****LANDSCAPING & RELATED WORKS****A. LANDSCAPE WORKS****1. INTRODUCTION**

The scope of the proposed landscape shall be around Information Technology Park building complex of TIDEL Park Coimbatore Limited at Villankurichi Special Economic Zone, Coimbatore.

1.01 SCOPE OF WORK

- A. The Successful bidder shall provide planting in the areas shown in the drawing with plants and vigorous growing condition. All works indicated in the Tender Drawings by notes shall be provided, whether or not specifically mentioned in this Planting Specification. Any item not specified nor specifically shown in the Tender Drawings, but are normally required to confirm with such intent, are considered part of the work. The Architects reserves the right to make field adjustment and reasonable substitution to ensure proper implementation of the concept in relation to the field condition.
- B. The work under this section includes but is not limited to the following: -
1. Plant acquisition
 2. Installation of Plant materials
 3. Erosion control
 4. Clearing and Grubbing
 5. Supply of good quality top – soil for mix preparation and back
 6. Pest & Weed Control
 7. Fine Grading and mounding
 8. Planting operation
 9. Formal Maintenance
 10. Warranty for replacement of defective plants / maintaining the area as per agreement conditions.
 11. Annual maintenance contract
- C. **PLANT ACQUISITION:**
1. The Successful bidder shall submit a list of materials and the expected date of delivery to the Architects for approval two (2) weeks upon award of the contract.
 2. The Successful bidder shall locate, purchase and transport plant materials specified herein to the project site for installation.
- D. **SUBSTITUTION:**
1. If any plant specified is not obtainable, the Successful bidder shall submit a written Substitution Request to the Architects two (2) weeks of award of the contract. This may present either a different size of

the same species or similar alternatives with the proposed adjustment to the contract price for each.

2. Substitution of plant materials is not permitted unless authorized in writing by the Architects.

E. QUALITY ASSURANCE:

1. Plant materials identified as specimen, field grown, field stock and instant shall be subjected to inspection and rejection by the Architects after its delivery to site for conformance with the specification as stated in the Bill of Quantities. All plant materials not conforming to the specification shall be rejected.
2. Plant materials that are; to be replaced / replanted.
 - Dead or dying and not in a vigorous thriving condition
 - Improperly installed
 - Infested with pests and / or showing signs of disease shall be replaced immediately with a healthy; vigorous thriving plant of the same species and size originally planted

F. DELIVERY AND STORAGE

The Successful bidder shall protect plants in transit and after delivery to the site. Plants in broken containers or with broken branches or injured trunks shall be rejected. The Successful bidder shall remove rejected materials from the site immediately. The successful bidder shall establish and maintain a nursery at the allotted space of the site at his own expense.

1.02 JOB CONDITIONS

A. WORK EXECUTION SCHEDULE

After award of the contract, the Successful bidder shall provide the Architects a written projected planting schedule, noting the estimated completion date of number of working days required and any special co-ordination requirements with Principal Contractor.

- B. The Successful bidder shall work closely with the Principal Contractor to co-ordinate the work in accordance with the overall master program.

C. MEET ON SITE

Prior to commencing work, the Successful bidder shall meet the Architects/Owner's Engineer/Owner and all other concerned parties on the site to review the work under this section. The Successful bidder shall request this meeting in writing one week prior to the desired meeting time.

D. UNDERGROUND UTILITIES AND OBSTRUCTIONS

The Successful bidder shall ascertain the exact location of all underground utilities and other obstruction that may affect the work. Any services and obstruction encountered shall be reported to the Architects/Owner's Engineer/Owner immediately. The Successful bidder shall protect and maintain all services or other underground obstruction at his own expense, whether accidental or otherwise.

The Successful bidder shall report all damages to any services to the Architects/Owner's Engineer/Owner immediately.

E. HOISTING

The Successful bidder shall provide the necessary hoisting facilities for his tools, equipment and materials up to deck level and remove such facilities after completion and make good all works disturbed. The Successful bidder shall not claim any extra on this account but shall make allowance for such facilities in his own contract price.

F. ACCESS

The Successful bidder shall make provision for access facilities to work area and remove such facilities on completion of works. The Successful bidder shall note that there may be such difficulties and make allowance for such in his contract price.

G. PROTECTION

1. The Successful bidder shall provide necessary safeguard and exercise caution against injury or defacement of existing site. The Successful bidder shall prevent vehicles of any kind from passing over sidewalk, curbs, etc., unless adequate protection is provided.
2. The Successful bidder is responsible for any damages resulting from planting operation. The Successful bidder shall repair all damages and return the area to its previous condition at his own expense.

H. CLEAN UP

The Successful bidder shall keep all areas of work clean, neat and properly at all times during the period of sub-contract and clean all planting areas at the end of each working day.

I. SAMPLES AND TESTS

The Architects/Owner's Engineer/Owner reserves the right to take and evaluate samples of materials for conformity to the Specification at any time. The Successful bidder shall furnish samples upon request by the Architects/Owner's Engineer/Owner. Rejected plant materials shall be removed immediately from the site at the Successful bidder's expense.

1.03 MAINTENANCE PERIOD**A. General**

The Successful bidder shall maintain all plants and planting areas in optimum growing condition and appearance at all times.

B. Duration

Maintenance, as specified in Item 3.11 – planting Maintenance, shall continue for twelve (12) months upon receiving Virtual Completion Certificate from the Architects/Owner's Engineer. Care of plant materials during installation is not considered part of the formal maintenance period.

C. Plant Materials

The expense of replacement of plant materials and rotation of potted plants during the maintenance period shall be borne by the successful bidder. Any replaced plant shall be of the same species, age, health and height.

D. Pre-Maintenance inspection and Final Inspection:

1. At the completion of planting operation and prior to the beginning of the formal maintenance period, the Pre-maintenance Inspection shall be held.
2. The Successful bidder shall request this inspection of the Architects/Owner's Engineer/Owner in writing seven (7) working days prior to the completion work in order that a mutually agreeable time for inspection may be arranged.
3. The Architects, Successful bidder and Owner of their representatives, shall be present at the inspection.
4. At the time of inspection, the successful bidder shall have all the areas neatly cultivated, raked and kept free of weeds and debris. All strakes, guys and plant basins shall be in good order. Lawn shall be cut neatly and all clippings removed.
5. If all of certain portion of the works is not acceptable under the terms and intent of the Drawings and Specification, the formal period for the unacceptable works and any related item shall be extended at no cost to the owner. The Architects must accept all rectification works.
6. Pre-Maintenance Inspection

If, after the Pre-Maintenance inspection, the Architects are of the opinion that all works have been performed with the Drawing, Specification as stated in the Bill of Quantities and as per authorized field adjustment, the Architects shall issue the Successful bidder the Completion Certificate certifying Work Completion and beginning of Formal Maintenance Period of twelve (12) months.

7. Final inspection

At the end of twelve (12) months Formal Maintenance Period, a Final inspection shall be held. If after the Final Inspection, the Architects is of the opinion that all works have been performed satisfactory and in accordance with the maintenance schedule as stated in the Bill of Quantities, the Architects shall issue the Successful bidder a Maintenance Certificate.

1.04 WARRANTY (During DLP)

A. Plant Materials

1. Plant materials furnished or relocated shall be warranted for a period of twelve (12) months from the beginning of the Formal Maintenance Period against improper installation, pest's infestation and. or diseased condition that may appear. The Architects shall determine the non-conformance of the plant

materials and notify the Successful bidder. All works shall be completed within seven (7) working days from the date of the Pre-maintenance Inspection.

2. Upon receipt of written notice from the Architects of rejection of any plant materials during the warranty period due to death, diseased or unacceptable / defective pattern, the plant materials shall be promptly replaced with the same species as originally planted. The Successful bidder shall make the replacement of plant materials of similar size as if normal grown had occurred since the original planting. Replacement shall be subjected to all requirements as stated in this Specification and Bill of Quantities.
3. When plants are replaced, the Successful bidder shall advise the Architects, in writing, of the necessary establishment which must be performed. If this information is not provided, the Successful bidder shall be liable for the total cost of replacement should the replaced plant die.
4. If works are not completed as stipulated, then Architects / TIDEL shall issue a direction to the Successful bidder to complete the works as stipulated. If within seven (7) days after receipt of the written notice from the architects requiring compliance the contractors have failed to do as directed, then the architects may employ any other contractor to give effect to the direction. The extra cost (if any) of doing so shall be deducted upon the Certificates of the architects called the 'Certificate of Cost of Other contractor's Work' from any monies otherwise due or recover the same from the Successful bidder.
5. The Successful bidder shall not be held liable for loss of plant materials after the issuance of 'Maintenance Certificate' due to vandalism and / or act of God.

B. SPECIAL WARRANTY

1. All plant materials furnished shall be warranted to the species, hybrid, flower colour and / or variety specified for a period of twelve (12) months from the beginning of the Formal Maintenance Period.
2. If, after the completion of Contract of this Project, any warranted plant materials prove to be of different species, hybrid, flower colour and / or variety not initially determinable, it must be replaced with a new plant of the originally specified species, hybrid, flower colour and / or variety. The new plant shall meet the quality standard, be subjected to the warranty, and installed according to the Specification to the approval of the architects.

C. Liability

The Liability under the warranty period shall include the repair of damage to the Owner's property caused by a failure of the work performed under this Section. All provision of this section applies to work performed to satisfy the requirement of this warranty.

1.05 APPLICABLE CODES AND STANDARDS

- A. The material product and the workmanship shall follow all the relevant Indian standards or its equivalent British standards and any other applicable International Codes, which may be enforced at the time of construction.

1.06 ANNUAL MAINTENANCE CONTRACT

The Successful bidder shall quote for the annual maintenance of all the items in the prescribed format for the 2nd, 3rd, 4th and the 5th year, which shall commence after the completion of formal maintenance period.

2. PRODUCTS**2.01 GROWING MEDIA**

- A. Good quality Top soil / Red soil or approved equivalent

The loamy topsoil / red soil used for the soil mix shall be loose and friable. It must be free from stones, noxious seeds, weeds, roots and subsoil in any quantity.

- B. In Ground Soil Mix

Soil mix for in-ground planting shall consist of the following

50% good quality, loamy topsoil / red soil or approved equivalent
 20% cocopeat
 30% river sand (no salty material) or approved equivalent
 5 kg/ 10 m³ NPK 15-15-15 "Osmocote" Slow Release Fertilizer or approved equivalent.

- C. Soil Mix for Lawn

Soil mix shall consist of the following
 50% good quality, loamy topsoil / red soil or approved equivalent
 20% cocopeat
 30% riversand (no salty material) or approved equivalent
 5 kg/ 10 m³ NPK 15-15-15 "Osmocote" Slow Release Fertilizer or approved equivalent.

- D. Light Weight Soil Mix

1. Soil mix for areas other than in ground

50% good quality, loamy topsoil / red soil or approved equivalent
 25% cocopeat
 15% riversand (no salty material) or approved equivalent
 10% charcoal chips 10mm – 15mm size
 5 kg/ 10 m³ NPK 15-15-15 "Osmocote" Slow Release Fertilizer or approved equivalent.

NOTE: ITEM A, B, & C

- A. Any other organic matter and additives to balance the pH value of the soil mix shall not be more than 15% of the total mix.
- B. The Successful bidder shall submit a soil analysis test result to determine the value of pH texture as well as content of nitrogen, phosphorus, potassium, magnesium and percentage of organic matter in the soil mix. The cost of these tests shall be borne by the Successful bidder.

- C. The Successful bidder shall mix the soil mix composition thoroughly before placing in to the planting pit.
- D. Excavated silty clay site materials must not be used in back filling. Dispose all excavated materials at all location as indicated by the client.
- E. The soil mix must be free from heavy clay or coarse sand, stones, lumps, other vegetation roots, sticks and other foreign material.
- F. The soil mix shall me of the same composition and structure throughout.
- G. The soil mix shall not be delivered, handled or placed in a muddy condition.

2.02 FERTILIZER

N-P-K 15:15:15 "Osmocote" Slow Release Fertilizer or approved equivalent as recommended by soil analysis, shall be uniformed in composition, free flowing and suitable for application with approved equipment. It shall be delivered to the site in un-opened containers, each fully labeled and conforming to the applicable fertilizer laws. It shall bear the name or mark of the manufacturer.

2.03 COMPOST

Organic sources such as rice husk, finely ground bark, saw dust or other organic waste products or approved equivalent are acceptable if composted through a thermophilic stage, to a mesophilic stabilization phase and with the approval of the soil physical testing laboratory. Compost shall be aged for at least one (1) year. The Successful bidder shall provide 25mm layer over all trees and palms after the installation of plant material and during the Formal Maintenance period as described in Item 3.14 B

2.04 MULCH

Dried oil palm seed kernel, tree bark or approved equivalent. The Successful bidder shall provide 25mm layer over all shrub beds after the installation of plant materials and during the Formal Maintenance period as described in Item 3.14 B

2.05 PLANT MATERIAL

A. Quantities

Quantities indicated in the Drawings for unit price items are approximate only and are provided for the convenience of the Successful bidder. The bill of quantities shall have precedence over the Drawings.

B. NOMENCLATURE

Name of Plants shall conform to name generally accepted in the local nursery trade and as interpreted by the architects. In all cases of dispute, the decision of the architects shall be final.

C. Condition

1. All trees, palms, shrubs, ground covers, vines and lawn shall have a normal habit of growth and are healthy, vigorous and free from insect and / or disease infestation.
2. The minimum acceptable size of all trees after pruning, with branches in normal position shall conform to the measurement specified in the Bill of quantities unless stated otherwise.
3. Caliper measurement for the trees shall be taken at a point on the trunk 1.0 meter above natural ground.
4. Plants that meet the specified measurement, but do not possess a normal configuration or balance of height and spread shall be rejected. All trees supplied shall be branched as specified in the Bill of Quantities. Natural form of the trees must be kept after pollarding. De-topped trees shall be rejected. All trees supplied must have terminal shoots.
5. Plant materials larger in size than specified may be used, but are subjected to approval of the architects. The use of larger plant materials shall make no change in the contract price. Height shall not be substituted for balanced form.
6. All plant materials shall have a root ball of sufficient size to support the plant's recovery from transporting. Any plant materials delivered with small or inadequate root balls shall be rejected. In all case, the decision of the architects shall be final.
7. All trees and palms shall be transplanted from growing site and planned at project site by mechanical crane. Manual labour shall not be used.
8. Trees and Palms shall be straight and of uniformed shape without damage. Trees with abrasions on the bark, sunscalds, disfiguring knots or damaged limbs over 25mm diameter which have not been pruned, shall be rejected.
9. All specimen trees must have minimum crown spread of not less than half the size of overall height.
10. All specimen trees must have minimum four main branching from the trunk with a minimum crown spread of not less than half the size of overall height.
11. All trees must not be pollarded when delivered and planted on site. Only light pruning is allowed and must be approved by the architects.
12. All lawn areas shall be closed turfed with lawn sod in rolls, unless otherwise stated as spot turfing.

2.06 WATER AND POWER

The contractor shall make his own arrangements for water and power at his own cost and meet all the charges and expenses therefore within his quoted rates.. The Successful bidder shall be responsible for providing hoses, water trucks and necessary equipment to ensure that there is adequate water for the plants. No extra on account of this is payable by the Client, TIDEL.

2.07 MISCELLANEOUS MATERIALS

The Successful bidder shall allow for the following list of materials in the rates for other Items as stated in the Bill of Quantities.

- | | | |
|-----------------------|---|--|
| 1. Hose and Wire Ties | : | 12mm diameter rubber hose with #12 gauge galvanized iron wire. |
| 2. Guy Wire | : | # 12 gauge galvanized iron for large Trees, palms, # 9 gauge galvanized iron for grown trees. |
| 3. Rebar | ; | #4, 600mm minimum length for large pot Palms. #7 gauge, 1.0M minimum lengths for palms. |
| 4. Marker | : | Plastic Surveyor tape, Bright colour, long. Use same colour throughout the project. |
| 5. Wood Tree Stakes | : | 50mm x 50mm x 2.5M rough construction With no paint or strain. Bamboo may be substitution. Only new and clean timber shall be permitted. |

3. EXECUTION

3.01 CLEARING

- A. The Successful bidder shall clear all planting areas of existing vegetation not specified to remain and all other debris and foreign materials considered a hindrance to the planting operation and / or unsightly in appearance.
- B. The Successful bidder shall maintain previously established grades and swales.
- C. The Successful bidder shall arrange to dispose all cleared materials away from site in a legal matter.

3.02 PRE-PLANTING WEED CONTROL

- A. The Successful bidder shall remove all visible weeds before any soil placement.
- B. Herbicide or Weedicide is not allowed.

3.03 IN-GROUND SOIL MIX

The Successful bidder shall provide the following minimum depth of in-ground soil mix for:

- | | | |
|------------------------------------|---|----------------------|
| 1. All tree and palm planting pits | - | minimum 1000mm depth |
| 2. All shrub-planting beds | - | minimum 500mm depth |
| 3. All ground cover beds | - | minimum 300mm depth |
| 4. All turfed areas | - | minimum 150mm depth |

3.04 SOIL PREPARATION

- A. The Successful bidder shall ensure the in-ground soil mix as described in Item 2.01 B, thoroughly mixed before placing it into planting pit.
- B. The Successful bidder shall manually till 150mm of the top of all planting area to loosen the soil.

3.05 FINE GRADING AND MOUNDING

- A. The Successful bidder shall adjust finished grading with screened soil as necessary. Grades shall be smooth and even on a uniform plane with out abrupt changes or pockets and slope it away from all buildings. The Successful bidder shall verify the surface drainage of all planting areas and notify the architects of any discrepancies, obstructions or other conditions considered detrimental to proper execution of the work and plant growth.
- B. Work shall be tied to existing condition such as existing trees, palms, features, utility lines, pavement and curbs, etc, Finished grades shall bear proper relationship to such control. The Successful bidder shall adjust all works as necessary to meet the conditions and fulfill the intention of the Drawings.
- C. After initial settlement the finish grade shall be:
 - 1. Turf: 10mm lower than adjacent walks, curbs and Headers.
 - 2. Shrub: 20mm lower than adjacent walks, curbs and Headers.
- D. Prior to planting operation, the Successful bidder shall ensure all planting areas free of weeds, debris, rocks over 25mm in diameter and clumps of earth that shall not break up.

3.06 SOIL AND DRAINAGE CONDITION

- A. During the initial planting operation, the Successful bidder shall ensure that all planters are ready for planting. The Successful bidder shall inform the immediately of any problems or conditions which are considered detrimental to the growth of plant materials.
- B. The Successful bidder must test all planters for its drainage capability and water problem by filling the planters with water. Conditions permitting the retention of water in the planters for an excessive period of time must be brought to the attention of the architects immediately. The notice must include the proposal and its cost rectifying the drainage problem. The Successful bidder must ensure that the drainage problem is rectified before proceeding with planting works.
- C. If the Successful bidder fails to inform the architects, he shall be responsible for the rectification of the drainage problems and water problem and replace all damaged plant materials at his own cost.

3.07 PLANTING OPERATIONS FOR IN GROUND PLANTING

A. HANDLING PLANTS

- 1. Successful bidder shall handle plants in a manner to avoid any damage to the plant.

2. The Successful bidder shall protect plants at all times from sun or drying winds. Plants that cannot be planted immediately upon delivery to the site shall be kept in the shade, well protected and adequately watered.
3. All specimens field grown and field stock trees and palms shall be planted the same day they are delivered to the site.
4. All specimen trees and palms shall be transplanted with a mechanical crane. Manual labour must not be allowed.

B. SETTING CONTAINER AND LARGER PLANTS

1. Location of trees and palms shall be staked out of site by the Successful bidder for review by the architects prior to execution of work. The Successful bidder shall inform the architects seven (7) days in advance of inspection of staking-out.
2. Plants shall be centered and set on the soil mix as described in Item 2.01 B and 2.01 C that has been puddle and settled.
3. Plants shall be set with the soil level even with the finish grade and planted to give the best appearance in relationship to adjacent structures or surroundings.
4. The Successful bidder shall use the specified soil mix to continue backfilling the plant pits. The Successful bidder shall set plant straight and brace rigidly in position until the soil mix has been tamped solidly around the root ball.
5. The Successful bidder shall water all plant materials immediately after planting.

C. PLANT PITS

All trees and palms shall be installed in pits with vertical sides, twice the diameter and 1 ½ times the depth of the root ball.

D. MULCH

The Successful bidder shall provide 25mm thick of oil palm kernel or tree bark or approved equivalent mulch to shrub beds after the installation of plant materials and during the Formal maintenance period as described in Item 3.14 B.

E. COMPOST

The Successful bidder shall provide 25mm thick of approved compost or approved equivalent to all trees and palms after the installation of plant materials and during the formal maintenance period as described in Item 3.14 B.

F. STAKING AND GUYING

Immediately after planting the Successful bidder shall stake and guy all larger trees and palms of above 3.0m overall heights as in the Specification.

3.08 SHRUB AND GROUNDCOVER BEDS

- A. The Successful bidder for review shall stake out location of planting beds on site by the Architects prior to execution of planting works. The Successful bidder shall inform the Architects seven (7) days in advance of inspection of staking out.
- B. The Successful bidder shall install plant materials in moist soil in the areas and at the spacing in neat rows, ensuring complete coverage of all planting areas including under and around trees and palms. Spacing is triangular spacing, unless otherwise noted.

3.09 CLOSE TURFING

- A. The Successful bidder shall lay the sod immediately after delivery to prevent drying out.
- B. On the prepared planting surface that is fertilized and moistened, the Successful bidder shall lay sod butt joint together with no open joints visible and pieces overlapped. The Successful bidder shall lay it smooth and flush with adjoining grass areas, paving and top surfaces of curbs.
- C. On slopes 1:2 and steeper, the Successful bidder shall lay sod perpendicular to slope and secure every row with wooden pegs at maximum 600mm on center. The Successful bidder shall drive pegs flush with soil and portion of sod.
- D. Prior to placing sod on sloped areas as indicated in the Drawings, the Successful bidder shall place wire mesh of approved quality over the soil mix. The Successful bidder shall securely anchor the sods in place with posts sunk firmly in to the ground at maximum 4.5m on center along pitch of slope and equal to width of wire mesh horizontally across the slope.
- E. The Successful bidder shall immediately water sodden area after installation. The Successful bidder shall water in sufficient amount to saturate sod and upper 100mm of the soil.
- F. After the sod and soil mix have dried sufficiently to prevent damage, the Successful bidder shall roll sodden area to ensure good bond between the sod and soil mix and remove any minor depression and / or irregularities.

3.10 PRUNING OPERATION

- A. Pruning Operation
 - 1. Pruning and removal of any part of plant materials shall be done with clean sharp tools. Tools used to carry out the pruning work must be appropriate for the task. The surface of tools and equipment shall be sterilized after use on plant materials that are suspected or known to be diseased.
 - 2. Cuts on plants shall be made into living tissue to induce callusing. Cut surface shall be flat, sharp and without jagged or torn edges.
 - 3. Pruning Operation shall consider carefully the natural growth pattern of branches on the tree, palm and shrub. Tree branches shall be pruned back to the collar at the base of the branch.

B. CATEGORIES OF PRUNING OPERATION**1. CLEANING OUT WORKS SUCH AS REMOVAL OF**

- a. Dead, dying and diseased branches.
- b. Branches that are posing danger.
- c. Parasite plants and any other materials.
- d. Dead, dying and diseased vines.

2. CROWN THINNING OF TREES / PALMS

Crown thinning means the removal of weak and thin branches that are less than 50mm diameter or the lowest or the lowest ring of fronds from palms. Works shall be carried out in accordance with Item 3.14 A.

3. LIGHT PRUNING

Light pruning shall mean the removal of branches that are 75mm diameter. Works shall be carried out in accordance with Item 3.14 A.

4. Hard Pruning / Pollarding

Hard pruning means the removal of upto 40% of the branches of trees and fronds from palms. Works shall be carried out in accordance with Item 3.14A.

3.11 PLANTING MAINTENANCE

A. Maintenance works under this section includes but is not limited to the following:

1. The Successful bidder shall protect areas that are exposed to traffic by erecting barricades immediately after planting.
2. The Successful bidder shall irrigate planting areas as required to ensure active growth. Keep areas moist but not saturated. Regulate irrigation as necessary to avoid erosion and gulling.
3. The Successful bidder shall fertilize as needed in accordance with the manufacturer's recommendations and five days prior to the Final inspection. Exercise caution, proper supervision and take necessary measures to avoid scorching of plants.
4. The Successful bidder shall keep planting areas free of weeds and undesirable grasses through daily weeding if required. Remove the entire root system of all weeds. Dispose of all weeds in appropriate trash containers. All nut grass shall be manually removed before flowering.
5. The Successful bidder shall inspect all plants, including lawn, for disease infestation or insect attack weekly. Treat affected plant materials immediately with appropriate fungicide or insecticide until complete recovery.
6. The Successful bidder shall remove damaged or diseased growth from trees, shrubs and ground covers.

7. The Successful bidder shall immediately remove any dead or dying plants. Replacement shall be of same species and size as originally planted.
8. The Successful bidder shall restake, tighten, repair, reset guys to proper grades or upright position for any plants that are not in their proper growing position.
9. The Successful bidder shall mow the lawn to 20 mm height whenever the average height exceeds 50 mm. Grass shall be cut according to the contours of the ground. The Height of grass blade after cutting shall not stand higher than 35 mm above the ground level.
10. Lawn shall be cut using cylindrical grass cutters. All clippings must be removed on the same day.
11. As it becomes evident that certain areas of the lawn and ground covers have not uniformly or properly established, the Successful bidder shall replant the area immediately with the same plants and quantity as specified for the initial planting. The plant material must be maintained to ensure healthy and active growing condition for approval during the Final Inspection.
12. The Successful bidder shall prune all trees as directed by the architects to establish desired form, habit and appearance.
13. The Successful bidder shall maintain records of maintenance procedures including manpower, description of tasks, fertilizers, irrigations etc. These records shall be submitted to the Owner/Operator upon the completion of formal maintenance period and to the architects upon his request.
14. The Successful bidder shall work closely with the Owner to set up a maintenance schedule.

B. Routine Maintenance Work Schedule

| <u>Operation</u> | <u>Frequency</u> |
|--------------------------|---|
| 1. Watering | Check all planting areas and pits and water as often as necessary to ensure that planting medium does not dry out |
| 2. Weeding | Fortnightly |
| 3. Edging | Fortnightly |
| 4. Fertilizing | |
| a. Trees / Palms | once every three months |
| b. Shrubs / Groundcovers | Monthly |
| c. Turf | once every three months |
| 5. Composting | once every three months. Water Thoroughly after the application |
| Trees / Palms | |

| | |
|--|---|
| 6. Mulching | |
| a. Trees / Palms | Once every three months |
| b. Shrubs | Once every three months |
| 7. Loosing of Soil | Fortnightly |
| 8. Control of pest by applying Appropriate insecticides | fortnightly |
| 9. Control of disease by applying | Monthly, increasing the Appropriate fungicides frequency to fortnightly during rainy season |
| 10. Grass cutting | fortnightly |
| 11. Pruning and shaping Tress / Palms | Once every six months for small and Low Sagging branches |
| 12. Guying / staking | as and when required |
| 13. Trimming Shrubs / Groundcovers | Monthly or as when required |
| 14. Mowing the Turf | Fortnightly |
| 15. Pest Control | Monthly – As and when required. |

C. Manpower

1. 1 Supervisor full-time
5 Gardeners full-time
2. A separate team minimum of 3 shall operate fortnightly for two (2) days on major trees, palms, groundcovers and lawn maintenance.

D. Maintenance On Weekends And Public Holidays.

In the event of emergency, the Successful bidder must carry out the maintenance works immediately according to the Owner's instruction.

3.12 CLEAN-UP WORKS

- A. There shall be areas designated by the architects for the Successful bidder to carry out 'Clean-up Works'
- B. This section shall include the following:
 1. Removal of dead and / or overhanging branches of existing trees, palms, shrubs and groundcovers.
 2. Removal of any garbage and unsightly foreign materials
 3. Removal of dead vines and plant materials
- C. The Successful bidder shall prevent damages to the existing healthy plant materials, which are identified to be conserved.

- D. When plant materials that are to be conserved are damaged beyond use during the clean up operation, the Successful bidder shall be liable to replace the plant materials at their own expense.
- E. The architects shall do the assessment on the damaged plant materials. The decision on replacement and repair works by the Successful bidder shall be at the architect's. The discretion of the Architects is final.

3.13 RESTORATION

The Successful bidder is responsible for the use of all material; labour, equipment and any injury to plant material caused by such material, labour and equipment shall be repaired or replaced by the Successful bidder at his own expense.

TECHNICAL SPECIFICATIONS**LANDSCAPING WORKS & RELATED WORKS****B. LANDSCAPE RELATED WORKS****1. PRODUCT TECHNICAL FEATURES AND SPECIFICATIONS****2.1 Toro 570 series sprinklers**

Specifications:

Operating pressure range: 1.4-3.5 Kg/sq.cm

Radius of coverage range: 4.9m

Flow rate range: 0.2 – 17.3 liters/min

½ inch threaded inlet

Nozzle trajectory: 27 deg

2.2 PVC PIPES

Standard confirm to British standard

Class: 6 Ksc pressure rating / 10 Ksc pressure rating

Manufactures: Finolex / Supreme industries or equivalent

Both main line pipe and Lateral pipes shall be solvent weld jointed supplied in standard 6m length.

2.3 Air release valves

Size; 25mm dia

An air release valve by continuously and automatically venting air that accumulates in the system while the system is in operation and also allowing air to re-enter pipe line when draining to prevent vacuum collapse.

Manufactures: Aduco /Equivalent, India

2.4 Main line isolation Valves

Body: Gunmetal gate valve

Size: 50mm Screwed ends

Manufactures: Aduco /Equivalent, India

2.5 Lateral Isolation Valves

Model: PVC /PP Ball valves

Ball valves are provided to divide the entire system to equal irrigation zones for efficient and economic irrigation.

Manufactures: Aduco /Equivalent, India

2.6 Screen Filter

Screen filter of the following specification shall be installed.

Material of construction – Mild steel

Size - 30Cu.m/hr

Operating Pressure - 3 Kg/sq.cm

Inlet size - 65mm

Outlet size - 65mm

Special Features

Clean pressure drop 0.5 Kg/sq.cm

Use of anti corrosive epoxy powder coating paints to minimize corrosion and increase the life of filters

Provided with handle at the top for ease of maintenance.

Provided with Back flush arrangement.

2.7 Pump

Model: Submersible monobloc pump of 12.5 HP

Make; Grundfos or approved equivalent

3. SYSTEM DESIGN**Spacing**

Sprinklers shall be installed with a spacing of 570 Series: 5.0 Mts.

V1550 series: 12-14 Mts.

Operating pressure

The operating pressure shall be maintained around 3.0 – 3.5Kg/sq CMS at the base of the sprinkler head to attain optimum performance.

Pipe diameter

The pipe sizing has been based on the recommended flow velocity of 5ft/second which is well within the maximum permissible velocity limit of 7 ft/second

Main line: 75mm or 63mm O/D (outer diameter)

Lateral Lines: Size changes from 20mm to 50mm O/d (outer diameter)

4. INSTALLATION SPECIFICATIONS**Staking**

The staking at the mainline, sprinklers and valves locations shall be done after the approval of the Architects.

Laying of pipe work

Pipe shall be laid in the routes and sizes as indicated on the design drawings.

All pipe laying and jointing shall be performed *insitu* in the trench on the prepared bedding.

At the end of each day's work, all open ends of pipe work shall be plugged to prevent entry of dirt, water and movement of pipe.

In case of road crossings, pipe sleeves of sufficient diameter shall be provided to allow installation of pipe.

Trench work

Mainline & Sub main: Width 0.3M Depth: 0.45M

Sprinklers

Each sprinkler shall be side connected to the lateral pipe work via PVC riser.

Each sprinkler shall be installed level with the grade

Sectional Valves

All sectional valves shall be installed at the point of take off from the mainline as indicated on the drawing.

Gate valves

Isolated points shall be achieved by installing screwed gate valves at the locations required at site condition.

Power Source

Power shall be made available for connection and operation of the pump at a suitable location.

5. SITE ORGANISATION

Details of the skilled personnel intended to be on site full time during the installation

| Position | Number |
|-----------------------------|---------------------------------|
| Project Engineer/Supervisor | 1 full-time during installation |
| Piping Fitters | 2 full time |

7. MANUALS

Two sets of instruction manuals shall be provided. These manuals shall provide comprehensive instructions for proper operation and maintenance of the system.

8. WARRANTY

The Warranty for the Sprinklers and other components shall be for one year after the completion of the work.

9. TRAINING

During the final stage of the contract, The Successful bidder shall train two persons nominated by the Architects. The training shall familiarize the personnel with maintenance and operation of various components of the sprinkler system namely:

- Programming and operation
- Valves opening/ closing
- Filter operation manual flushing, screen removal and re-fitting
- Sprinkler operation, dis-assemble, clearing and assembly
- Repairs to mainline, laterals.

10. COMMISSIONING

The commissioning of the system shall be carried out by the Successful bidder's representative to be approved by the Architects. The commissioning shall include, at the time of handover, a demonstration of all sections and individual elements pertaining to the operation of the irrigation system.

11. HANDOVER

Handover of portions of the works shall occur during the contract. Handover occurs when control and responsibility for the nominated works passes from the successful bidder to the client. This is necessary to enable the client to use the works.

12. AS CONSTRUCTED DRAWING

Scaled "As Constructed" drawings shall be supplied by the successful bidder and accepted by the client in writing before the use of the certificate of practical completion is made.

Drawing scaled appropriately shall include the location of Source; All main piping, all sub main piping, all valves.

* * * * *