



सत्ये स्थितो धर्मः

**NATIONAL LAW UNIVERSITY,ODISHA
KATHAJODI CAMPUS
CUTTACK**

**NOTICE INVITING TENDER FOR ANNUAL MAINTENANCE CONTRACT (A.M.C) OF
NATIONAL LAW UNIVERSITY CAMPUS.**

NAME OF THE WORK : **ANNUAL MAINTENANCE CONTRACT (A.M.C) FOR LANDSCAPING
AND ALLIED WORKS FOR NATIONAL LAW UNIVERSITY ODISHA**

**PLACE OF SUBMISSION
OF THE TENDER PAPER** : **At the office of the
The Vice Chancellor
National Law University Odisha .
Kathajodi Campus, Cuttack - 753015, ODISHA**

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SECTION - I

NOTICE INVITING TENDER

National Law University Odisha invites sealed Short tender from the contractor on item rate basis for A.M.C. of Landscaping and allied works of proposed National Law University Campus at Kathajodi Campus, Cuttack-753015, Odisha. Details of Tenders are as under.

- a. Name of the work : A.M.C. for Landscaping and Allied works, National Law University, Odisha Campus.
- b. Time period : **1 (One) Year and extended for 2 years the performance is satisfactory by NLUO.**
- c. Earnest money deposit : Rs. 75000.00 (Rupees Seventy five Thousand only)
- d. Security deposit : 5% of the contract value in the shape of Bank Guaranty from any Nationalized Bank in the name of Registrar, National law University Odisha, Payable at Cuttack.
- e. Cost of tender document : Rs. 5,000.00 + 5 % Odisha VAT = Rs. 5,250.00 (Rupees five thousand Two Hundred Fifty only) ,DD (Demand Draft) in favor of **“The Registrar, National Law University Odisha.** payable at Cuttack.
- f. Sale of Tender Document : 24.04.2017 to 03.05.2017
- g. Last date & time of receipt of Tender : 04.05.2017 at 3:00P.M.
- h. Pre bid meeting : 28.04.2017, at NLUO, Naraj Site at 03:00P.M.
- i. Address at which the Tenders are to be submitted : The Vice Chancellor.
National Law University Odisha .

Kathajodi Campus, Cuttack-753015, ODISHA

- j. Date & time of opening of Tenders 04.05.2017 at 04:00P.M.
- k. Place of opening Tender: At the office of the
The Vice Chancellor
National Law University Odisha.
Kathajodi Campus, Cuttack-753015, ODISHA
- l. Validity of offer. 60 days from the date of handing over the site.
- m. Liquidated Damages. 0.5% of the estimated contract value shown in the Tender per week subject to a maximum of 5% of the accepted tendered amount.

In case the date of opening of Tender is declared as a holiday , the Tenders will be opened on the next working day at the same time.

National Law University Odisha has the right to accept / reject any / all Tenders without assigning any reasons.

For and behalf of National Law University Odisha .

Technical Bid Criteria

Reputed contractor who has successfully ongoing / completed (A.M.C) similar works may apply on or before 29.04.2017, their Tender can only be opened.

1. Basic criteria for pre-qualification of contractor:
 - a. Intending contractor should have minimum 7 years experience in that same field.
 - b. Intending contractor should have successfully completed one similar type of works in for Government/PSUs/ CPWD/PWD (State), / Corporate reputed corporate etc. during last seven years.
 - c. **Landscaping project work**

i. The contractor must have completed a single similar project development of landscaping work costing not less than 7.2 Crores

Or,

ii. Two similar project development of landscaping work costing not less than 5.4 Crores each.

d. Landscaping maintenance work

i. The contractor / agency must have Maintenance One similar work completed costing not less than Rs. **60.0 Lakhs.** per year.

Or,

ii. Two similar work completed costing not less than Rs. **45.0 Lakhs.** each per year.

e. Annual turnover of the tenderer during any of the last three financial years(2014-2015, 2015-2016 and 2016-2017) shall be at least Rs. **75.00 Lakhs**

Or,

the total turnover in last 3 (2014-2015, 2015-2016 and 2016-2017) financial years should be minimum **2.00 Cores.**

The document of the above turnover to be produced to NLUO in **ORIGINAL** at the time of verification of the copies submitted.

f. Intending contractors/firms shall submit the solvency certificate for an amount of Rs. **20 Lakhs** from any Nationalized Bank, India.

g. NLUO may visit the site of landscaping development work and visit the site of maintenance work.

h. Intending contractor should have successfully completed similar type (A.M.C.) of works as under as on 31.03.2017 for Government/PSUs/ CPWD/PWD (State)/ reputed corporate etc. during last three years. :

Similar work means:- (i) Maintenance of landscaping work

- (ii) Maintenance of Water Fountain.**
- (iii) Maintenance of Civil work**
- (iv) Maintenance of PH (Pine line) work**
- (v) Maintenance of Garden lighting work, etc.**

g. Intending contractor must have sufficient man power with experienced personnel, technical knowhow, Technical expertise, establishment, plant/equipment to complete the project well in time.

i. Tools and Plants

The bidders shall have possesses the following equipments of its own.

- i. Powered Automatic Bush Cutter.
- ii. Powered Lawn Mower.
- iii. Garden Roller.
- iv. Motorized Sprayer
- v. Hench Cutter Grass Cutter- 50 Nos.

All the prescribed formats duly filled in with all necessary particulars as required there under along with attested copies of certificates/credentials in proof of the particulars filled on shall be submitted in a sealed cover super-scribed “Prequalification of contractor for A.M.C. for Landscaping and Allied works of NLUO Campus at Naraj” on or before 03:00 P.M on dt: 04.05.2017 at the Office of **The Vice Chancellor, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA.**

- 3. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by the engineer in charge. Incomplete information in the application will lead to summary rejection. If any information furnished by the applicant is found incorrect at a later stage, they shall be liable to be debarred from Tender / taking up the work. NLUO reserves the right to verify the particulars furnished by the applicant independently.
- 4. Issue of Tender documents to the contractor will be restricted to those considered eligible from the applicant and no further press notice in this regard will be issued. NLUO reserves the right to accept or reject any or all applications without assigning any reasons whatsoever.

5. For any other clarifications, intending agencies may contact at the office of **The Registrar, National Law University Odisha** in above mentioned address before the last date of submission during working hours as mentioned above.
6. Incomplete applications and applications not filled properly with requisite details are liable for rejection and NLUO will not entertain any further communication in such cases.
7. The NLUO reserves the right to accept or reject any or all applications without assigning any reasons whatsoever.
8. Pre-bid meeting with all contractor shall be held at NLUO site at Cuttack, on dt 28.04.2017 at 03:00 PM. at **National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA** at Cuttack, wherein contractor can clarify any doubts /discrepancies in documents and indicate only missing or any item taken extra in the description of item, any details conveying different meaning at different places, other missing details or any missing item in Tendered Specifications / Conditions. All queries needs to be put up in writing to the “ The Vice Chancellor, NLUO, Cuttack. No further clarifications shall be given by NLUO and contractor shall not claim any extra payment in future. Also contractor shall not be entitled for any claim on such issues at later date.

All the queries should be brought out during the Pre-bid meeting only in writing, on which the compliance to be made by NLUO against the agency quires shall be annexed as a part of tender.

All the queries shall deliberated and corrective action if any shall be taken during the Pre- Bid meeting.

Any addendum thus issued shall be part of the bidding documents and shall be notified in the website www.nluo.ac.in.

9. No interest shall be paid on Earnest Money Deposit and Retention money or any other securities.

10. TENDERS SHOULD BE SUBMITTED AS FOLLOWS :

1. Tenders are to be submitted on the printed forms issued by NLUO. The contractor should quote the rates in figures as well as in words. Special care should be taken to write the rates in figures in such a way that interpolation is not possible. The total amount should be written both in figures and in words . In case of figures, the words . “Rs” should be written before the figure of rupees and words “p” after the decimal figures e.g. Rs. 2.15 “p” and in case of words, the word “Rupees” should precede and the word “Paise” should be written at the end, Unless the rate is in whole rupees and followed by the words “only” it should invariably be upto two decimal places . While quoting the rate in schedule of quantities , the words “Only” should be written closely following the amount and it should not be written in the next line. The amount of each item shall be worked out

and the requisite total shall be given. All corrections shall be attested by the initials of the Tenderers . In case of any discrepancy / difference, the rate quoted in words in the original copy of the Tender and the amount derived there from shall prevail and be binding . If the rates in words are not written, the Tender will be rejected.

2. Tenders which should be placed in sealed cover with the name of the project and date of opening of Tenders written on the envelopes will be received by the office of the Vice Chancellor, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA up to 04.05.2017 at 03:00 P.M. in a sealed envelope of appropriate size containing the documents as under:

3. ENVELOPE MARKED “PART-A”

Envelope marked “PART-A” shall contain the following Documents :

- a. Forwarding letter without mentioning the cost of the Tender value arrived at with quoted rates.
- b. Earnest money deposit furnished in the form of Crossed demand Draft / Banker’s cheque drawn in favor of “The Registrar, NATIONAL LAW UNIVERSITY ODISHA ” and payable at Cuttack for the amount indicated in the Tender Call Notice.
- c. Any comment which the Tenderer desires to make in the form of a statement as brief as possible and with reference to the items.
- d. Latest three years attested photocopies of up to date Income Tax and Sales tax Clearance Certificate.
- e. The term and conditions which are of commercial and technical nature if any as per the conformation in the pre bid meeting to be enclosed as annexure – “PB”
- f. Any other papers the Tenderers wishes to submit towards qualification.
- g. Class contractor submission of documents showing:
 1. Nature and names of the firm.
 2. Previous project done with documentary support.

4. ENVELOPE MARKED “PART-B”

Envelope marked” PART-B” shall contain the Priced Tender in duplicate –Marked “ORIGINAL” & “DUPLICATE”, on the body of the Tender paper issued Non compliance of this provision may result in rejection of the Tender .

5. ENVELOPE MARKED “PART-C”.

Envelope marked No-PART “A” & “B” shall be put in large envelope of adequate size marked “PART-C” which shall be properly sealed. This envelope, which shall be, endorsed on the outside face “**TENDER CALL NOTICE FOR ANNUAL MAINTENANCE CONTRACT OF LANDSCAPING AND ALLIED WORKS FOR NATIONAL LAW UNIVERSITY CAMPUS WORKS AT KATHAJODI CAMPUS, CUTTACK-753015, ODISHA**”.

Outer envelope (Marked “PART-C”) containing the separate Tender documents as mentioned herein above shall be opened in the office of the The Vice Chancellor, National Law University Odisha , Kathajodi Campus, Cuttack-753015, ODISHA. on 04.05.2017 at 04:00P.M in the presence of the engineer in charge and of those tenderers who chose to remain present.

Envelope “PART-A” containing earnest money deposit shall be opened first and if the Earnest money deposit is not found as prescribed in the Tender the same shall be rejected and other sealed envelope will be returned unopened to the representatives of the concerned Tender if present. Then the covering letter without mentioning the Tender amount arrived from the quoted rates and other documents as specified herein above will be scrutinized and comments/conditions which has financial implication will be evaluated and the same may be discussed with the Tenderers if required so.

The date of opening of Envelope “PART-B” containing the priced Tender in original and duplicate will be intimated to the qualified bidders for attending the same with date and time by NLUO.

The acceptance of the tender will be made by the N.L.U.O., N.L.U.O will announce the name of the contractor whose Tender is accepted. No reason will be given for acceptance / rejection of the Tenders.

**The Vice Chancellor
National Law University Odisha
Kathajodi Campus, Cuttack-753015, ODISHA**

SECTION - II

ANNEXURE -I

**PARTICULARS OF THE FORM TO BE
FURNISHED FOR THE PURPOSE OF
PRE-QUALIFICATION OF CONTRACTOR**

- 1) Name of the Organization :
- 2) Address :
- 3) Year of Establishment :
- 4) Status of the firm :
(Whether Company/Firm/Proprietary) :
- 5) Name of Director/Proprietor :
 - i)
 - ii)
 - iii)
- 6) Whether registered with the register of Companies/
Registrar of Firms. If so, mention number and date.

- 7) a) Name and address of Bankers.
- i) ii)
iii) iv)
- b) Enclose Solvency Certificate from the Bankers.
- c) Furnish the details of NPA or dispute with Bankers, if any.
- 8) Whether registered for sales tax purposes. If so, mention number and date. Furnish also copies of sales tax clearance certificate.
- 9) Whether an assessee of Income Tax. If so, mention permanent account number.
- 10) Furnish copies of audited Balance Sheet and Profit & Loss Account (Audited) for the last three years i.e., as on 31.03.15, 31.03.16 & 31.03.17.
- 11) If you are registered in the panel of other Organizations/Statutory Bodies, such as CPWD, PWD.MES, Banks etc., furnish their names, category and date of registration.
- i) ii)
iii) iv)
v) vi)
- 12) Detailed description and value of works done during last 7 years (As per Performa – 1 in a separate sheet)
- 13) Specify turnover in last 3 years. In Rs. Crores

2016-17
2015-16
2014-15

- 14) Furnish the names with address of three responsible persons who will be in a position to certify about the quality as well as past performance of your organization.
- i)
 - ii)
 - iii)
- 15) Furnish the details of the litigation, if any, with the employers.
- 16) Other relevant information (As per Performa – 2 & 3)

It is certified that the information furnished is authentic. We understand that the Bank reserves the right to reject any or all applications without assigning any reasons thereof.

Date:

(Signature of the applicant)
Including title & capacity
In which application is made with seal.

Place:

Note: Where copies are required to be furnished these is to certified copies preferably by the concerned agencies or a Government Officer.

Enclosure to Annexure I

PROFORMA – 1

PARTICULARS IN RESPECT OF WORKS EXECUTED DURING LAST 7 YEARS (See the note below)

Sl No	Name of work/Project with Address	Short Description of work Executed	Name & Address of Owner	Value of Work Executed	Stipulated time of Completion With date of commencement	Actual time of Completion with date of completion
1	2	3	4	5	6	7

Note: Attested copies of work completion certificates issued by the employer to be enclosed for verification by the NLUO.

Name and Signature with Seal

Enclosure to Annexure I

PROFORMA – 2

KEY PERSONNEL PERMANENTLY EMPLOYED.

Sl No.	Name	Designation	Qualification	Experience	Years With the Firm	Any other
1	2	3	4	5	6	7

Name and Signature with Seal

SECTION - III

ARTICLES OF AGREEMENT

(Subject to Approval by NLUO)

This agreement is made on the _____ day of _____ 2017 between “NATIONAL LAW UNIVERSITY ODISHA” represented by its VICE CHANCELLOR _____ (hereinafter called “NLUO”) which expression shall include their representatives, executors, administrators and assignees of the ONE PART AND M/s _____ a Company registered under Companies Act of 1956 having its registered office at _____ represented by its _____ (herein called “-CONTRACTOR) which expression shall include his/their heirs principle partners, executors, administrators and assignees of the OTHER PART.

WHEREAS NLUO is desirous of constructing NLUO Project at Kathajodi Campus, Cuttack-753015,, ODISHA and has caused Tendered Drawings, Specifications, terms and conditions, Description of works , etc. describing the work to be done.

AND WHEREAS the said Tendered Drawings, specifications, terms & conditions, , Description of works etc. have been signed by or on behalf of the parties here to.

AND WHEREAS THE CONTRACTOR has agreed and accepted to execute upon and subject to the conditions set forth herein and to the conditions set forth in contract conditions all of which are collectively (hereinafter referred to as “The said Conditions”), the works shown upon the said Tendered Drawings and described in the said specifications therein amounting to the sum of Rs. _____ (Rupees _____) or such other sum as shall become payable hereunder (hereinafter referred as The Said Contract Amount).

AND WHEREAS THE CONTRACTOR has deposited Rs. _____ (Rupees _____) as Earnest Money for the Proposed Fabrication workof NLUO, to be retained with NLUO for the due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the lump sum of Rs. _____ (Rupees _____) to be paid at the time and in the manner set forth in said conditions CONTRACTOR will upon and subject to the said conditions execute and complete the works shown upon the said Tendered Drawings and such further detailed Tendered Drawings as may be furnished to them by NLUO and described in the said specifications and the said Description of works including rectification of any defect therein in conformity in all respect with the provision of the contract.
2. NLUO shall pay to CONTRACTOR the said Contract amount of Rs. _____ (Rupees _____) or such other sum as shall become payable at the time and the manner hereinafter specified in the said conditions as authorized by NLUO.
3. The said Tendered Drawings, Description of works and conditions of contract and other documents herein mentioned shall form the basis of this CONTRACT, and the decision of the said NLUO as mentioned in the conditions of contract in reference to all matters of dispute as to the materials, workmanship, the intended or interpretation of the clause of this Agreement, or any other document attached hereto shall be final and binding.
4. The following documents shall be deemed to form and be read and constructed as an integral part of the Agreement. (Viz)
 - (i) This form of Agreement.
 - (ii) Letter of Intent _____ dt. _____
 - (iii) Tender schedule, Tender Call Notice, Form of Tender, Conditions of Contract, Specifications and Tender Tendered Drawings.
 - (iv) Following Correspondence.
 - (a) _____
 - (b) _____and the parties hereto will respectively abide by and submit themselves to the Conditions and stipulations and perform the agreements on their parts respectively in such conditions, specifications.
5. NLUO AND THE CONTRACTOR bind themselves, and successors in interest, executors, administrators and assigns of administrators and assigns of such other party in respect of all covenants of this Agreement.

6. The said contract comprise the works above mentioned and all subsidiary works connected therewith within the same site, as may be ordered to be done from time to time by the said NLUO even though such works may not be shown on the Tendered Drawings or described in the said specifications or the Description of works but may be fairly intended for Successful completion & functioning of the project. This is a fixed cost contract and no escalation is payable. Abnormal increase in the cost of materials or abnormal delay in completion of the project shall not be compensated for by escalation. It is explicitly instructed that the Interior contractor shall provide for all necessary assistances as supply of tools, machinery, materials to all and such other agencies directly engaged by NLUO in time for the execution and completion of the Works.
7. NLUO reserves to himself the right of altering the Tendered Drawings and nature of work and of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise be carried out without prejudice to this contract and the contractor shall not be entitled to any remuneration or compensation on such work. The contractor shall not have any right to object to same.
8. The contractor shall not assign, sublet or transfer his/their interest in this agreement without the written consent of NLUO.
9. The contractor shall afford every reasonable facility to the representatives of the said NLUO for inspection, checking or otherwise to the site to enable them to find out the actual carrying out of all works in the manner laid down in the said conditions.
10. If the contractor shall fail to comply with any of his obligations hereunder or shall he wind-up or his business shall be dissolved or any receiver is appointed or any attachment is made in respect of any of his properties or the contractor shall otherwise fail or neglect to complete the said work within the stipulated period, then or on the happening of any such event the “NLUO” shall be entitled to cancel this Contract and to get the unfinished work done at the cost & risk of the contractor / by a third party & if NLUO suffers any Losses in this regard NLUO shall look to the contractor for the same viz., payment or reimbursement to such losses. The decision of the said NLUO in regard to the quantum of such losses will be final and binding on parties hereto. Upon such termination of this Contract or there shall be adjustment of any payment made to contractor by NLUO the sub - contractor / supplier shall, if required refund any such amounts to NLUO.
11. Time shall be considered as the essence of this CONTRACT and THE CONTRACTOR hereby agrees to commence the work in accordance with the said conditions and to complete the entire and all the works connected there to or as

ordered from time to time within the time period stipulated herein and to execute the same diligently and consistently throughout the entire time period so specified and the contractor shall strictly adhere to the detailed programme for completion of work.

12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Cuttack and only the courts of Cuttack shall have jurisdiction to determine the same.
13. All payments by NLUO under CONTRACT will be made at NLUO, Office of “The Vice Chancellor” NLUO . The contractor is required to open a Bank account in the same bank as of NLUO for timely payments.
14. It is the responsibility of the contractor to ensure timely depositing of sales tax on work contract tax as per the prevailing rate during the tenure of contract period. The contractor shall be responsible for any delayed/partial payment of WCT, VAT, service Tax and all other taxes as required under statute and other prevailing laws.
15. As per Service Tax rules, applicable on fabrication work , Service Tax is to be paid by the service provider (the contractor in this case). As per section of the Central Exercise act 1944, as extended to Service Tax, every person making Service Tax payments, shall be presumed to have passed on the incidence of such tax to client, availing the taxable service. Accordingly Service Tax incidence. % (Prevailing rates) has been passed. This statutory liability will be deposited by us along with each RA Bill and challan shall be submitted to NLUO on before submitting next bill, In case Service Tax rate is reduced / scrap than Service Tax loaded in the lump-sum contract value shall be reimbursed to NLUO.
16. Contractor shall provide the vouchers for full quantity of any of the material brought for the project whenever asked by NLUO and be inclusive of Service tax and VAT in the rates.
17. The Contractor will carry out the testing of any of the materials at his own cost from a recognized laboratory as approved by NLUO as per the relevant IS Codes before it is used in the work.
18. All parts of this contract have been read to us and fully understood by us.

As witness thereof the parties hereto have hereunto set their hands the day and year first above written.

Signed by the said NLUO: _____

In the presence of witness:

Name: _____ Name: _____

Occupation : _____ Occupation : _____

Address : _____ Address : _____

Signed by the said CONTRACTOR: _____

In the presence of witness:

Name: _____ Name: _____

Occupation : _____ Occupation : _____

Address : _____ Address : _____

SECTION - IV

FORM OF TENDER CALL NOTICE

To

The Vice Chancellor

National Law University Odisha ,
Kathajodi Campus, Cuttack-753015,, ODISHA.

Sub : Tender for Annual maintenance contract of Landscaping and Allied works of National Law University Campus for National Law University Odisha at Kathajodi Campus, Cuttack-753015,, ODISHA.

Dear Sir,

I/We, have seen the site, read and examined and clearly understood the content in the following documents related to the Annual Maintenance Contract of Landscaping and Allied works of National Law University Campus for National Law University Odisha at CUTTACK, ODISHA.

- a) Tender Call Notice.
- b) Instruction to the Tenderers.
- c) Articles of Agreement.
- d) General conditions of contract.
- e) Special conditions of contract.
- f) Particulars specifications and special clauses forming part of schedule of quantities.
- g) Modifications/Amendments to the Tender Call Notice if any.

I/We hereby Tender for execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to there in and in accordance in all respects with the specifications, designs, Tendered Drawings and other relevant details at the rates quoted in Bill of Quantity and within the period of completion as stipulated in schedule.

In consideration of I/We being invited to Tender, I/We agree to keep the Tender open for acceptance for months from the due date of submission thereof and not to make any modifications in its terms and conditions which are not acceptable. A sum of Rs-----
-----is hereby forwarded in the form of demand draft No. -----dt.-
----- issued by -----(name of Bank) as earnest money in favor of National Law University Odisha which amount is not to bear any interest. If I/We fail to keep the Tender open as aforesaid or make any modifications in the terms and conditions of the Tender which are not acceptable to National Law University Odisha , I/We agree that National Law University Odisha shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions and provisions of the aforesaid documents.

If after the Tender is accepted, I/We fail to commence the execution the works as provided for in the terms and conditions of contract. I/We agree that National Law University Odisha shall without prejudice to any of their rights and remedies, be at liberty to forfeit the said earnest money absolutely.

Witness----- signature in the capacity of -----
date ----- Duly authorize to sign the Tender on behalf of -----
Address-----

Time -----
Dated-----
Telephone No.-----.

(Seal)

Tender submitted on ----- Before ----- P.M.

SECTION - V

APPENDIX

1. Name of work : A.M.C. of Landscaping and Allied works, National Law University Campus.
2. Location : At: Kathajodi Campus, Cuttack-753015,, ODISHA
3. Scope of work : As above and further detailed in the General Conditions of contract.
4. Defects Liability Period : 12 (Twelve) months from the date of issuing of completion certificate.
5. Date of Commencement : 3 (Three) days from the date of issue of work order or the date of handing over site, whichever is later.
6. Time allowed for completion : **1 (One) Year and extended for 2 years if, the performance is satisfactory by NLUO.**

Brief the division of work will be done as follows :

A.M.C. of LANDSCAPING AND ALLIED WORKS

7. Liquidated damages : 0.5% of the estimated contract value shown in the tender per week subject to maximum of 5% of the accepted tender amount.
8. Value of works for Interim certificate: Rs. subject to minimum of one bill in 15days.
9. Period of honoring Certificate : a) 15 (fifteen) days for R.A. Bills from the date of receipt of certificate from NLUO.

10. Total Security Deposit : 5% of the gross value of work done & claimed in each bill provided the total security deposit i.e. ISD+ retention money shall both together not exceeding 5% of the contract value or 5% of final bill whichever is more.

11. Initial Security Deposit : 1% of the accepted contract amount which **includes** the EMD

SECTION - VI

GENERAL CONDITIONS OF CONTRACT.

1.0. Definitions:

“Contract means the documents forming the tender and the acceptance there of and the formal agreement executed between National Law University Odisha (client) and the contractor, together with the documents referred therein including these conditions , the specifications & instructions issued from time to time by the engineer in charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1.1. In the contract the following expression shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1 “N.L.U.O” shall mean National Law University Odisha (client) having it’s office at Kathajodi Campus, Cuttack-753015, ODISHA. & includes the client’s representatives, successors & assigns.

1.1.2. “Site in charge” shall mean an Engineer appointed by the engineer in charge to give instructions to the contractor.

1.1.3. “The Contractor” shall mean the individual or firm or company whether incorporated or not, undertaking the works and shall include legal representative of such individual.

1.1.4. ‘Engineer’ shall mean the technical representative of the NLUO.

1.1.5. ‘Specifications’ shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the engineer in charge.

1.1.6. “Month” means calendar month.

1.1.7. “Week” means seven consecutive days.

1.1.8. “Day” means a calendar day beginning and ending at 00Hrs and 24 Hrs respectively.

3.0 i) Letter of Acceptance

Within the validity period of the Tender the N.L.U.O shall issue a letter of acceptance either directly or through the engineer in charge by registered post or otherwise depositing at the address of the Contractor as given in the Tender to enter into a Contract for the execution of the work as per the terms of the Tender. The letter of acceptance shall constitute a binding contract between the NLUO and the contractor.

ii) Contract Agreement

On receipt of intimation of the acceptance of Tender from the engineer in charge the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in non judicial stamp paper of appropriate value.

4.0 Liquidated damages:

If the contractor fails to maintain the progress required to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion without justification in support of the cause of delay or

- a. Delay in completion.
- b. The defect which suppose to be rectified as per the advice of National Law University Odisha / Project Management Consultant within the stipulated period.
- c. Non specified material.
- d. Payment of labour & statutory uses. And he may be called upon without prejudice to any other right of remedy available under the law to the NLUO on account of such breach to pay a liquidated damages at the rate of 0.5% of the contract value which subject to a maximum of 2% of the contract value.

6.0 PERFORMANCE GUARANTEE :

The performance guarantee is 5% of the total contract value which is submitted in form of Bank Guarantee from a Nationalized Bank. Which is valid for 12 (twelve) months beyond the completion period which will be submitted with in the 7 days from the date of agreement as per the Performa enclose.

7.0 Settlement of disputes and Arbitration.

- h. Except where otherwise provided in the contract all questions and disputes relating to own connection with the interpretation, execution or enforcement of the contract shall be refer to arbitration, abolition and conciliation Act 1996.
- ii thing whatsoever in any way arising out of or relating to the contract, designs, Tendered Drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the engineer in charge or incase the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall give notice in writing of his claim, or dispute to the **Vice Chancellor**, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA and endorse a copy of the same to the engineer in charge, within 30 (thirty) days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and contractor shall not be entitled to raise any claim nor shall the N.L.U.O be any way liable in respect of any claim by the contractor unless notice of such claim shall have been given by the contractor to the **Vice Chancellor**, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA in the manner and within the time as aforesaid. The contractor shall be deemed to have waved and extinguished all his rights in respect of any claim not notified to the **Vice Chancellor**, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA in writing in the manner and within the time aforesaid.

- ii) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or differences arising out of the notified claims of the contractor as aforesaid and all claims of the N.L.U.O shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the **Vice Chancellor**, National Law University Odisha, Kathajodi Campus, Cuttack-753015, ODISHA. It will also be no objection to any such appointment that the arbitrator so appointed is a N.L.U.O Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as N.L.U.O Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said, **Vice Chancellor**, National

Law University Odisha, Kathajodi Campus, Cuttack – 753015, ODISHA. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party involving arbitration shall give a list of disputes with amounts claimed in respect of each disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such National Law University Odisha, Kathajodi Campus, Cuttack – 753015, ODISHA as aforesaid should act as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall , if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

8.0 INTERIM PENALTY

- 8.1 The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be of the essence of the contract on the part of the contractor and shall be reckoned from the 3rd day after the date on which the order to commence the work is issued to the Contractor or the date of handing over of site whichever is later.
- 8.2 The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Before commencing the work, the Contractor shall submit a detailed programme of work prepared in accordance with the aforesaid time schedule (Bar Chart), to the engineer in charge for approval. Upon NLUO's acceptance of the same, the Contractor shall proceed with the work with all the diligence and regularity. The work programme shall be verified on the first working day of each month by

the Project Director, and in case it is not adhered to in any item of work stated therein, or the agreed programme remains uncompleted, incomplete, or delayed, the Contractor shall be liable to pay compensation for interim delay, an amount of Rs. 10,000 per day.

- 8.3 This amount shall be recovered from each interim bill of the Contractor, the deductions thus made being refunded only upon the Contractor making good the delay to bring the work in agreement with the detailed programme of work. However, if in the opinion of the NLUO, the delay (in any particular item of work in the whole) is of a minor nature only, and occurring due to reason beyond control, the amount so being withheld may be waived by NLUO at his sole discretion. Provided always that the entire amount withheld shall stand forfeited if the entire project is not completed by the due date or extended date of completion.

9. Total Security Deposit

Total Security deposit comprises of
Earnest money deposit
Initial Security deposit

a) Earnest Money Deposit.

- a. The tenderers will submit the earnest money of Rs 75,000.00 (Rupees Seventy Five Thousand Only) in the form of Demand draft.
- b. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD is liable to be rejected.
- c. No interest will be paid on the EMD.
- d. EMD of unsuccessful tenderers will be refunded within 15 days of award of contract.
- e. EMD of successful tenderer will be retained as a part of security deposit.

b) Initial Security Deposit (ISD)

The amount of ISD shall be 1% of accepted value of tender including the EMD in the form of D/D drawn on any Nationalized Bank and shall be deposited within 3 (three) days from the date of acceptance of tender.

b) Retention Money

Besides the ISD as deposited by the contractor in the above said manner, the retention money shall be deducted from the running account bills at the rate of 5% of the gross value of work done by the contractor and claimed in each such bill provided that the total security deposit i.e. the ISD plus Retention Money both taken together shall not exceed 5% of the contract value. Provided further that in the event, the cumulative gross value of work done exceeds the accepted value of tender, total security deposit shall not exceed 5% of such gross value. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the engineer in charge. The balance 50% of the total security deposit shall be refunded to the contractor without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

10.0. Refund of Security Deposit.

10.1. No interest shall be paid on the amount retained by the N.L.U.O as Security Deposit.

10.2. 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the engineer in charge. The balance 50% of the total security deposit shall be refunded to the contractor without interest within fifteen days after the end of defects liability period provided that the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

11.0 Signing of the Contract Document.

The Successful tenderer shall be bound to implement the contract by signing an agreement and condition of contract attached herewith within 3 days from the receipt of intimation of acceptance of his tender by the N.L.U.O. However, the written

acceptance of the tender by the N.L.U.O will constitute a binding agreement between the N.L.U.O and successful tenderer whether such formal agreement is subsequently entered into or not.

12.0 Validity of Tender.

Tender shall remain valid and open for acceptance for a period of two (2) months from the date of opening of price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the N.L.U.O without prejudice to any other right or remedy the N.L.U.O shall be at liberty to forfeit the EMD.

14. Insurance of works

14.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure the insurance is being covered in the joint names of the NLUO and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the NLUO and contractor are covered for the period stipulated and are also covered during the period of maintenance for loss or damage arising for a clause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the NLUO which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the engineer in charge the police if insurance and the receipts for payment of the current premiums.

14.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the NLUO against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to :

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of NLUO to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the NLUO their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the NATIONAL LAW UNIVERSITY, ODISHA, employees, or agents or other contractors for the damage of injury.

15. Third Party Insurance

- 15.1** Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clauses 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of NATIONAL LAW UNIVERSITY, ODISHA, or to any person, including any employee of the NATIONAL LAW UNIVERSITY, ODISHA, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

15.2 Minimum amount of Third Party Insurance

Such insurance shall be effected with an insurer and in terms approved by the NLUO which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required produce to the engineer in charge the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.1.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

15.3 Accident or Injury to workman:

The NLUO shall not be liable for in respect of any damages or compensation payable at law respect or in consequence of any accident or injury or any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the NLUO against all such damages and compensation, save and except as aforesaid, and against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof in relation thereto.

15.4. Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the NLUO during the whole of the time that any persons are employed by him on the work and shall, when required, produce to the engineer in charge such police of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such be persons in such manner that NLUO is indemnified under the policy but the contractor shall require

such require sub-contractor to produce to the engineer in charge when such policy of insurance and the receipt for the payment of the current premium.

15.5 Remedy on contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the NLUO may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the NLUO as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

15.6 Without prejudice to the others rights of the NLUO against contractors. In respect of such default, the NLUO shall be entitled to deduced from any sums payable to the contractor the amount of any damages costs, charges and other expenses paid by the NLUO and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged, In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

18.0. No compensation or restrictions of work

If at any time after acceptance of the tender NLUO shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The engineer in charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly. In the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the materials carried only actually and confide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that

the NLUO shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of engineer in charge shall be final.

19.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the engineer in charge (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as engineer in charge may consider necessary so; as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default of the contractor, or
 - c) for safety of the works or part thereof.

The contractor shall, during such suspension properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the engineer in charge.

- ii) If the suspension is ordered for reasons b) and c) in sub – Para I) above:

The contractor shall be entitles to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

20.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor by the engineer in charge shall have the power to adopt any of the following course as they may deem best suited to the interest of the NATIONAL LAW UNIVERSITY, ODISHA..

- a) To rescind the contract (of which rescission notice in writing to the contractor by the engineer in charge shall be conclusive evidence) and in which case the security deposit of the contractor shall be forfeited and be absolutely at the disposal of NATIONAL LAW UNIVERSITY, ODISHA.
- b) To employ labour paid by the NLUO and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and materials (the cost of such labour and materials as worked out by the engineer in charge shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried ;out by the contractor under the terms of this contract the certificate of engineer in charge as to the value of work done shall be final and conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the engineer in charge shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by NLUO under the contract or otherwise, or from his security deposit o the proceed of sale thereof, or sufficient part thereof. In the event of any of above courses being adopted by the NLUO the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the engineer in charge will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

21.0 NLUO has right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency of winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the engineer in charge that he is able to carry out and fulfill the contract, and to give security therefore if so required by the engineer in charge.

Or, if the contractor (whether an individual firm or incorporated company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or, shall assign or sublet this contract without the consent in writing of the NLUO through the engineer in charge or shall charge or encumber this contract or any payment due to which may become due to the contractor there under :

(a) has abandoned the contract; Or

(b) has failed to commence the work, or has without any lawful excuse under these conditions suspended the progress of the works for 14 (fourteen) days after receiving from the NLUO through the engineer in charge written notice to proceed, or

I has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon. Or has failed to remove materials from the site or to pull down and replace work within seven days after written notice from the NLUO through engineer in charge that the said materials were condemned and reject by the engineer in charge under these conditions. Or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the engineer in charge.

Consultant's instruction to the contrary subject any part of the contract. Then and in any of said cases the NLUO and or the engineer in charge, may not withstanding any previous waiver, after giving seven days notice in writing to the contractor determine the contract, but without thereby affecting the powers of the NLUO or

the engineer in charge or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And further the NLUO through the engineer in charge their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractor or persons to complete the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plants for the work.

When the works shall be completed or as soon thereafter as convenient the NLUO or the engineer in charge shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the NLUO sell the same by public auction after due publication, and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the NLUO incidental to the sale of the materials etc.

24.0 Excise duty, taxes, levies etc.

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the NLUO shall not be required to pay any additional or extra amount on this account. Variation of taxes, duties, fees levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, levies etc, if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under a statute or law during the currency of contract the same shall be borne by the contractor.

SECTION - VII

SPECIAL CONDITIONS OF CONTRACT

Scope of work

1.0 The scope of work is to carry out all works in connections with Annual Maintenance Contract of landscaping and allied works for National Law University Campus Works at Kathajodi Campus, Cuttack-753015, ODISHA.

2.0 Address of site

The site is located at Kathajodi Campus, Cuttack-753015, ODISHA.

3.0 Notice of operation

The contractor shall not carry out any important operation without the Consent in writhing from the engineer in charge

5.0 Procurement of materials

The contractor shall make his own arrangements to procure all required materials and ISI marked for the work. All wastages and losses in weight shall be to the contractor account.

6.0 Acceptance of Tender

The NLUO shall have the right to reject any or all Tenders without assigning any reason. They are not to bound to accept the lowest or any Tender and the Tenderer or Tenderers shall have no right to question the act of the NATIONAL LAW UNIVERSITY, ODISHA. However adequate transparency would be maintained by the NATIONAL LAW UNIVERSITY, ODISHA.

7.0 The Bidders must send offers only in the Tender document collected from the office of NLUO accepting the term & conditions mentioned and should enclose this tender document duly signed and stamped in each page

along with their offer both in figures and words along with their acceptance of the terms & conditions of NLUO otherwise the offer will be summarily rejected.

- 10.** The warranty given by the manufacturing company on any material to be used at site by the contractor shall be in the name of the “Registrar National Law University, Odisha”.
- 11.** The contractor should study the Drawings properly and visit the site for analyzing the site condition before quoting the rates.
- 12.** During AMC Period, the contractor will repair the defective materials within 24 Hrs after getting complain from NLUO. If the contractor fails to repair the same then NLUO will recover 5 times the amount required for repairing the material from the contractor.

SECTION - VIII

PROFORMA OF LETTER OF ACCEPTANCE OF TENDER
REGISTERED A.D.

To,
M/s
.....
.....

Dear Sirs,

NAME OF THE WORK

Please refer to your letter No. _____ dated _____ on the captioned subject. We are pleased to inform that your Tender for the above mentioned work has been accepted by our clients NLUO at the rates quoted by you for a total cost of Rs. _____ (Rupees _____)

In this connection, it may please be noted that the following letters will form part of the contract document:

- i) Your letter No. _____ dated _____ addressed to _____
- ii)
- iii)
- iv)

You are requested to call on us to execute the formal agreement within 05 days from the date of issue of this letter of acceptance or the date of handing over the site whichever is later.

You are requested to submit Initial Security Deposit of Rs. _____ by means of DD drawn in favor NLUO within a period of 7 days from the date of issue of this letter.

You are also requested to start the work at once in consultation with engineer in charge. Please note that the time allowed for completion of work is 30 days, which shall be reckoned from 3rd day of receipt of this letter or date of handing over the site whichever is later.

Please note that time will be the essence of the contract.

You are further requested to take out necessary insurance covers, indemnity bonds, labour permissions at your cost in terms and conditions of the contract.

Please acknowledge receipt of this letter.

COPY to Vice Chancellor of NLUO , for information.

Place :.....

Date :.....

SECTION - IX

PERFORMANCE BANK GUARANTEE

1. Whereas the NLUO and M/s(herein after referred to as contractor) have come to and agreement for Annual maintenance contract of Landscaping and allied work for NLUO campus, vide letter no. NLUO/Wks/.....dated.....
2. And whereas, as per the terms of the contract executed the contractor is to furnish performance BG for.....(5% for contract value) valid up to Virtual Completion Certificate (12 months).

NOW THEREFORE THESE WITNESS

3. We (Name of the Bank) (herein after referred to as the Bank) in consideration of NLUO, having agreed to pay the contractor at rates as provided in the agreement executed between them, hereby agree with NLUO.
4. We.....(Bank) do hereby undertake to pay the amount due and payable under this guarantee without any Demur, merely on a demand from Board, stating that the amount claimed is due by way a loss or damage caused to or would be caused to or suffered by the NLUO, by reason or any breach by the said agreement or by reason of the contractor’s failure to perform the said agreement. 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 BG shall be restricted for any amount not exceeding value of this BG.
5. We.....(Bank) 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 NLUO certifies that the Terms & Condition of the said agreement has been full and properly carried out by the said contractor and accordingly discharged the guarantee. The Bank understood that the Onus of extending the validity of BG in time, as per the requirement of NLUO is with the contractor.
6. That it will, in the event of the contractor, failing to honor any of the conditions stipulated in its agreement OR in the event of the contractor not completing the work as per specification and Tendered Drawing, or in the event of the contactor committing breach of the contract or any provision these off or in the event of the contact failing to renew this guarantee, at any time during the course of contract and settlement of account including the period covered by its extension, pay to NLUO without any Demur on mere demand by. NLUO, the sum or Sums which in the opinion of the Vice Chancellor. NLUO, the contactor is

liable to pay NLUO. Any such demand made on the Bank, shall be conclusive as regards, the amount due and payable by the Bank under the guarantee. However our liability under the BG shall be restricted to an amount not exceeding Rs.....

7. We.....(Bank) further agree with NLUO that the NLUO shall have the fullest liberty without effecting in any manner our obligation here under to vary any of the Terms & Condition of the said agreement or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the NLUO against the said contractor and to forbear or enforce any of the Terms & Condition relating to the said agreement and we shall not to the relieved from our liability by reasons of any such variation or extension, being granted to the said contractor or for any forbearance , act or omission on the part of NLUO or any indulgence by NLUO to the said contractor or by any such matter or thing, whatsoever which under law relating to sureties would but this provision have effect of so reliving us. Weundertake not to revoke this guarantee during its currency except with the previous consent of the NLUO in writing.
8. That as to whether occasion has arisen for the demand of the amount covered by BG, the decision of Vice Chancellor, shall be final and accepted by the Bank without any reference to the contractor.
9. That this BG, shall be enforceable against the Bank as a first charge and not available to be appropriated by the Bank towards claims, if any due, to the contractor. That to give effect to the guarantee, the Vice Chancellor NLUO shall be at liability to act as, though the Bank were the principal debtors.
10. NLUO's rights to recover the said amount will not be affected or compounded due to any dispute raised by Contractor or to that any dispute is pending before any officer, Courts, Arbitrator/Umpire. This BGB shall in all respects and for all purpose be binding and operative till the validity including extended period. If required, NLUO may ask for extension of this period of BGB during its validity. In case the period of BGB is not extended by the Bank on receiving the intimation from NLUO then the letter of extension shall be treated as non-encashment of BGB and the Bank shall remit the amount to NLUO. For enforcing legal rights/remedies under this BGB the Courts of High court, Cuttack jurisdiction.
11. And that the Bank shall not revoke the BG during its currency except with the previous consent in writing of the Vice Chancellor, NLUO and agree that any change in the constitution of the said contractor or said Bank shall not discharge our liability hereunder. This BGB shall in all respect and for all-purpose be binding and operative till the validity including extended period. It shall not be necessary for the NLUO to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Board may have obtained from the contractor.

12. That this BG shall be enforceable against the Bank or a first charge and not available to be appropriated by the Bank towards claim, if any due to the contractor. That forgive effect for the guarantee the Vice Chancellor, NLUO shall bear liability to act as though the Bank were the principal debtors.
13. That this BG shall be in full force for a period of twelve months from _____ and it will hold goods for all demands made by Vice Chancellor, NLUO.

SECTION - X

PROFORMA OF MEASUREMENT BOOK

1st page:

NATIONAL LAW UNIVERSITY ODISHA

.....office,

Measurement Book No.

(Pages 1 to)

This book is issued to Shri.....

Signature of Vice Chancellor , NLUO

Certified that this book contains.....pages

Signature of the official

To whom the book is issued

MEASUREMENT BOOK

PAGES NOS. 1 TO

Item No.	Description	Measurements. No. L B D/H	Quantity	Remarks

Site Engineer NLUO .

Contractor

Checking/Test checking Engineer

NOTE:

Checking and test checking pertains to items wherever initialed.

I – RUNNING A/C BILL

- i) Name of Contractor/Agency :
- ii) Name of work :
- iii) Sr. No. of this bill :
- iv) No. and date of previous bill :
- v) Reference to Agreement No. :
- vi) Date of written order to commerce :
- vii) Date of completion as per agreement :

Sl. no.	Item Description	Unit	Rate (Rs.)	<u>As per tender</u> Qty. Amount (Rs.)
1	2	3	4	5

<u>Up to previous R/A Bill</u> Qty. Amount (Rs.)	<u>Up to date (Gross)</u> Qty. Amount (Rs.)	Present Bill Qty. Amount (Rs.)	Remark
6	7	8	9

Note: 1) If part rate is allowed for any item, it should be indicated with reasons for allowing such a rate.

2. If adhoc payment is made, it should be mentioned Net value since previous specifically.
Bill

CERTIFICATE

The measurements on the basis of which the above entries for the Running Bill No.____ were made have been taken jointly on _____ and are recorded at pages _____ to _____ of measurement book No._____.

Signature and date of
Contractor

Signature and date of
site engineer.

The work recorded in the above-mentioned measurements has been done at the site satisfactorily as per tender Tendered Drawings, conditions and specifications.

Site Engineer/ N.L.U.O's Engineer

SECTION - XI

MEMORANDUM FOR PAYMENT

R. BILL No.

1. Total amount due since previous bill (D) (A+B)*	Rs. _____
2. DEDUCTIONS:	
(i) Secured advance paid in the previous R.A. bill	Rs. _____
(ii) Retention money on value of works as per accepted tenders : upto date amount	Rs. _____
Less : Already recovered	(-) Rs. _____
Balance to be recovered	Rs. _____
	Rs. _____
(iii) Mobilization advance, if any	
(a) Outstanding amount (Principal + interest) as on date	Rs. _____
(b) To be recovered in this bill	Rs. _____
(iv) Any other departmental material cost to be recovered as per contract, if any	Rs. _____
(v) Any other departmental service charges to be recovered if any, as per contract (water, power etc.) Enclose statement	Rs. _____
Total deduction as per contractor	Rs. _____ (-)
	Rs. _____
Net amount payable as per contract (E-F)	Rs. _____ (G)

(Rupees) in words

The bill amounting to (both figures and words) has been checked after due test check of the measurement of works as required and is recommended for payment.

Dated signature of N.L.U.O's Engineer
In charge of the project

STATUTORY DEDUCTIONS:

1.	Total amount due (E)	Rs. _____
2.	Less : Income Tax payable	Rs. _____
	NET PAYABLE :	Rs. _____

The figure given in the Memorandum for Payment has been verified and the bill passed for payment
..... (words and figures).

Date :

Signature of NLUO Officer

SECTION - XII

TECHNICAL SPECIFICATION

Inspection of Site

The Contractor shall inspect and examine the Site and its surroundings and shall satisfy himself before submitting his tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the Site, the quantities and nature of work and materials necessary for (the completion of the Works and means of access to the site, the accommodation he may require and in general shall himself obtain all necessary) information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

LANDSCAPE MAINTENANCE SPECIFICATIONS

I. GENERAL REQUIREMENTS

- A. **Part of Contract:** This Landscape Maintenance Specification is a part of the contract for landscape maintenance services. Compliance with the requirements set forth in this specification are mandatory for the maintenance contractor. If any part of this specification is declared invalid for any reason, that invalidation shall apply only to that specific part declared invalid, it shall not nullify any of the requirements of any other part. In the event of question over applicability of any requirement, the requirement shall be assumed to apply, unless the owner provides a written clarification stating that it does not. All modifications to this specification must be in writing.
- B. **Definitions:**
1. The term "owner" refers to the person, partnership, corporation, or agency that contracted for the performance of the landscape maintenance work.
 2. The term "contractor" refers to the person, partnership, corporation, or agency that will perform the landscape maintenance work.
 3. The term "excluded damage" as used in this document shall refer to damage caused by vandalism, pedestrians, vehicles, animals (except insects and rodents), or other unusual factors. It does not include damage caused by the contractor's actions, lack of reasonable care, pest damage (such as insects), diseases, or plant loss due to lack of water caused by an irrigation system programming error, irrigation system breakage, or irrigation malfunction. (It is assumed that most plants can survive for at least one week without irrigation, during which time any irrigation problems should become apparent to the contractor. Exceptions may be made if the owner's authorized representative determines that unusual circumstances contributed to a loss.)

- C. **Insurance:** The contractor shall provide the owner's authorized representative with current Certificates of Insurance showing that the following requirements are met:
1. Workman's compensation insurance to meet Government regulatory minimum requirements, but not less than an aggregate limit of _____.
 2. General liability insurance with an aggregate limit of not less than _____.
 3. Vehicle liability insurance with an aggregate limit of not less than _____. Insurance policies meeting these requirements shall remain in effect for the duration of the work. No payments to the contractor will be authorized unless current Certificates of Insurance have been filed with the owner's authorized representative.
- D. **Contact Person:** The contractor shall provide the owner's authorized representative with a phone number where a message can be left for the contractor 24 hours a day. An answering machine connected to the contractor's normal phone line is an acceptable method of meeting this requirement. The contractor shall check for messages left at this phone number every 24 hours or less.
- E. **Additional Work:** All requests for work that will require additional payment must be in writing. Do not start work until the request for additional work has been approved in writing by the owner's authorized representative. Failure to obtain advance approval before starting the work may result in non-payment or delays in processing payment. Emergency repairs may be made without authorization when immediate repairs are necessary to protect the health, safety, or welfare of the public, or immediate repairs are needed to prevent additional property damage. In these situations, make immediate repairs as needed to protect the public or stabilize the situation and immediately notify the Owner's Representative. Additional payment for the work will be negotiated with the contractor by the owner's authorized representative. Unless otherwise noted, requests for work that qualifies for an additional payment must be made within two weeks of the time when the need for the work becomes apparent. Failure to notify the owner of the need for the work within two weeks of the need for the work becoming apparent will result in the requirement that the work be completed at the contractor's expense. For example if the owner's authorized representative notes damage (including missing or dead plants) to landscape features and the contractor does not submit a request for extra work within two weeks of the damage occurring, then the damage shall be corrected completely at the contractor's expense. The purpose of this requirement is to encourage the contractor to check for problems weekly and promptly report them so they can be corrected.
- F. **Existing Conditions, Examination of Site:**
1. Within two weeks of the starting date for work under this contract, the contractor shall make a thorough examination of the current conditions at the site. As part of this examination, the contractor shall create an inventory list of the name and quantity of each plant in each planter and confirm that the existing quantities in each planter meet or exceed those shown on any previous plant inventories. The contractor shall make a list of all landscape items at the site that he/she believes are broken, missing, not healthy, or otherwise are not in compliance with these specifications. A copy of this list, along with an additional itemized quote for correcting each item, shall be given to the owner's authorized

representative. Upon confirmation of each item, the owner's authorized representative will either give the contractor written authorization to make the correction, or a written release from responsibility for the item.

2. By the act of submitting a bid on this work, the contractor shall be considered to have examined both the landscape and these specifications, and to have thoroughly familiarized himself/herself with the scope of the required work.

G. Loss Prevention: The owner may take any reasonable action necessary to control damage or protect the health, safety, and welfare of the public in the event of problems involving the landscape. Such action on the part of the owner shall not relieve the contractor of any responsibilities related to the problem.

H. Safety:

1. No part of this work shall be performed or installed in any location or manner which may endanger the health, safety, or welfare of the public now or in the future. Means, methods, techniques, sequencing, etc. are the sole responsibility of the contractor.
2. The contractor agrees that he/she shall assume sole and complete responsibility for his/her work, including safety of all persons and property; and that the contractor shall defend, indemnify, and hold the owner and tenants harmless from any and all liability, real or alleged, in connection with the contractor's performance of work on this project, excepting for liability arising from the sole negligence of the owner or tenants.

I. Laws, Codes, and Ordinances:

1. Any requirement of this specification which conflicts with or is in violation of any government rule, ordinance, regulation, etc. shall be void. The contractor shall notify the owner immediately of any such requirement found in this specification.
2. The contractor shall, throughout the course of this work, comply with all rules, ordinances, regulations, etc. set forth by agencies having jurisdiction, which apply to the work site, the contractor, and/or his/her employees.

II. SCOPE OF WORK

- A. The contractor shall provide regular, weekly maintenance services as outlined in these Landscape Maintenance Specifications and the Weekly and Monthly Checklists for this project site.
- B. The contractor shall examine the landscape, including irrigation, on a weekly basis, looking for problems or potential problems with the landscape.
- C. The contractor shall provide at his/her own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Specification.
- D. The contractor shall make minor replacements and repairs to the landscape facilities as part of the required weekly maintenance work. Major items needing replacement or repair shall be reported to the owner's representative within one week of occurrence. A minor item would be something that takes less than 15 minutes to repair by skilled workmen, using minimal

replacement parts. Some specific guidelines for determining if an item is minor or major are given in the section pertaining to each item. The contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the owner. Such work shall be non-minor items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

- E. Any facilities or property damaged or destroyed as a result of the landscape maintenance contractor's operations at the site shall be repaired or replaced at the landscape maintenance contractor's expense.
- F. The contractor shall take all reasonable precautions required to protect plants from abnormal temperatures.

III. CHECKLISTS

- A. The WEEKLY LANDSCAPE MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist weekly and complete all applicable items on the list weekly.
- B. The MONTHLY MAINTENANCE CHECKLIST is made a part of this specification as if repeated in full here. The contractor shall review this checklist monthly and complete all the applicable items listed for the current month prior to the end of the month.

IV. CARE OF PLANTED AREAS

A. Trees:

1. Trees shall be maintained in a healthy, vigorous growing condition, free from disease and large concentrations of pests.
2. Prune trees only to remove dead, diseased, broken, dangerous, or crossing branches, and as required below. Pruning of this type is a minor, non-reimbursable, cost to be included as part of the regular maintenance.
3. Prune trees only in appropriate months as determined by an arborist. Prune in accordance with generally accepted standards for proper pruning.
4. Discard all tree trimmings off-site using a legal method.
5. Any tree found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement trees shall equal in size to the originally installed tree at the time it was planted at the site. In no case shall replacement trees be less than #24 box size as defined by the American Nursery Association. Example: if the tree was a #36 box size when originally planted the replacement shall be a #36 box size.

6. Replacement trees shall be approved for size and appearance by the owner's authorized representative prior to planting. Replacement trees shall be double staked with 2 inches (5 cm) diameter stakes unless otherwise approved by the owner's authorized representative. Place 6 slow-release fertilizer tablets in backfill material, evenly spaced around rootball, but not touching the rootball.
7. Remove tree stakes from trees when the trunks are larger than 2 inches (5 cm) caliper and the trees are able to support themselves. Remove stakes from site and dispose of by a legal method. Recycle used stakes if possible.
8. Once a year, prune all trees to encourage a high-branching structure. Remove all non-structural branches between the ground and a point half the tree's total height (for very tall trees don't remove branches higher than 20' [6 m] above the ground). Exception to the above: trees planted for screening purposes, such as those at rear perimeters of many sites shall not be pruned except as needed to remove dead, diseased, broken, dangerous, or crossing branches. Some municipalities prohibit pruning trees without a permit. Check with local authorities prior to pruning. The contractor is responsible for determining if permits are needed and shall obtain and pay for any required permits as part of the basic landscape maintenance fee.
9. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized after pruning each tree to minimize the possibility of spreading disease. When pruning trees known or suspected to be diseased, cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
10. A vertical clearance of 114 inches is required above all parking spaces. A vertical clearance of 80 inches is required above all walkways. Trim trees to remove all limbs within these areas.

B. Shrubs and Vines:

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
2. Shrubs shall be pruned weekly only as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls (unless they are intended to climb the wall, such as climbing vines). Formal hedges and topiary shall be regularly pruned to maintain a uniform height and width. Except as noted previously, allow the shrubs to grow unpruned to their natural sizes!
3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous, hedge, branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety. Do not shear shrubs into topiary (shapes) unless specifically instructed to do so in writing by the owner's authorized representative.
4. Allow shrubs three (3) months to rejuvenate following a hard frost prior to pruning or replacing.
5. Any shrub found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded

damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement shrubs shall be #5 size as defined by the American Nursery Association.

6. Replacement shrubs shall be at least 18 inches (45 cm) in height when planted, unless otherwise approved by the owner's authorized representative. Place 2 slow-release fertilizer tablets in backfill material, 6 inches (15 cm) deep on opposite sides of the rootball, but not touching the rootball.
7. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.

C. Groundcover:

1. Groundcover shall be maintained in a healthy, vigorous growing condition.
2. Any groundcover found to be dead or missing shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement groundcover shall be planted at 8 inches (20 cm) spacing from flats to encourage quick coverage. Prior to planting replacement groundcover, the soil shall be tilled to a depth of 6 inches (15 cm) to prepare it for the new plants.
3. Keep groundcover trimmed back from sidewalks, curbs, and paved areas on a weekly basis. Do not create vertical edges when pruning groundcover. Cut the edges at an angle /--\ for a more natural appearance and healthier plants.
4. If regular foot traffic through a planter is preventing the groundcover from reaching full coverage of the soil, contact the owner's authorized representative to discuss options for redirecting the foot traffic. Consider installing pavers, stepping stones, a concrete walk, a gravel path, and/or barriers to redirect pedestrians. Provide costs for these options to the owner's authorized representative.

D. Fertilizer:

1. Foliar applied fertilizer shall be water soluble and non- burning. Formulation shall be 15-30-15 or similar. Apply at manufacturer's maximum recommended concentration for plant type. Saturate the entire foliage of each plant with foliar spray until it runs off.
2. Granular fertilizer shall be 16-16-16 formulation or similar, applied at maximum label rate for plant type an 90 day interval. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off of plant surfaces.

3. When applying granular fertilizers to drip-irrigated areas, the fertilizer must be washed in by hand or rainfall before turning on the drip system. Running the drip system immediately after application will push the fertilizer away from the emitters, resulting in a high concentration of fertilizer at the edge of the wetted zone. This highly-concentrated fertilizer can kill or damage plants. It is recommended that granular fertilizers be applied to drip-irrigated areas only in early spring, just prior to a moderate rainfall.
4. Itemized receipts for fertilizer and other required soil amendments purchase (or for services of a fertilizer application company) must be submitted to the owner's authorized representative as proof of application. The contractor shall submit the receipts together with the next regular billing. Failure to submit receipts may result in payment delays or partial payment. Receipts must show the name and phone number of the seller and the date of sale. Receipts must also be itemized, showing the total quantity and description of each item. Prices and unrelated purchases may be blacked out.

E. Weed control:

1. Weeds in planted areas, sidewalks, curbs, gutters, or pavement shall be removed or killed weekly as the weeds emerge. Weeds shall be removed (not just killed) if they are larger than 2 inches (5 cm) in height or diameter. Dispose of weeds off-site. Pre and post-emergent herbicides may be used at the contractor's option. No additional payments will be made for herbicide applications. The cost of all weed control work shall be included in the contract price for landscape maintenance. Regular maintenance of the mulch or decorative rock layer will help minimize weeds in shrub and groundcover areas.

F. Mulch and/or Rock Layer:

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
2. The contractor shall add additional mulch and/or decorative rock regularly to maintain a layer no less than 2 inches (5 cm) deep at all times in shrub planters. Decomposition of organic mulch is considered normal wear and tear and replacement of decomposed mulch shall be made by the contractor as part of this contract. Mulch and/or decorative rock is not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches (5 cm) of mulch is required, however maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.
3. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard or 0.75 cubic meter) which has been stolen, vandalized, or washed away by a single storm will be paid as additional work. Submit a quote for the work as noted in the General Requirements section of these specifications.
4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.

5. Mulch and/or decorative rock shall be uniform in color and appearance, and free of leaves, sticks, or trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.
6. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color.
7. Replacement rock shall be same size and color as existing decorative rock on site. In the event no rock is existing, the decorative rock used shall have a maximum diameter of 3/4 inch (2 cm) and a minimum diameter of 3/8 inch (1 cm).

G. Lawns:

1. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests, except as noted below.
2. Lawn height shall not exceed 5 inches (13 cm) at any time.
3. Mow, edge and trim lawns weekly or as required to maintain an even, well-groomed appearance.
4. Remove visible lawn clippings and dispose of them off-site in a legal manner. The contractor is encouraged to use mulching mowers which cut clippings into small pieces that sift down into the lawn.
5. Weeds shall be controlled in lawn areas as noted above under the weed-control section.
6. Any lawn found to be dead or severely yellowed shall be replaced with plant material of identical species at the landscape maintenance contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement will be paid for as additional work. Submit a quote for replacement within two weeks of the loss as outlined in the General Requirements section of these specifications. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas, use sod only for replacement, unless directed, in writing, by the owner's authorized representative.

V. IRRIGATION

A. Water Application & Scheduling:

1. Hand water as needed to supplement natural rainfall and maintain plantings in a healthy, stress-free condition. It is the contractor's responsibility to make sure that plants receive adequate water regardless of weather conditions.
2. It is the responsibility of the contractor to conserve water and assure that all watering rules and regulations are followed. Any penalties, fines, or citations for watering ordinance violations shall be paid by the contractor.
3. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the landscape maintenance contractor of the responsibility to provide adequate irrigation. It is the contractor's responsibility to make sure that the irrigation system is maintained and operates properly.

4. The contractor is responsible for the complete operation and maintenance of the irrigation systems, except as noted below. The contractor shall examine the irrigation system for damage or malfunction weekly and shall report damage or malfunction to the owner's authorized representative in writing. If the contractor fails to report the broken or malfunctioning irrigation system components within two weeks of the breakage or malfunction, the contractor shall be responsible for all damages resulting from the broken irrigation system component.
5. Adjust watering times each week. Do not overwater plantings. Use multiple-start times and short run times to prevent run-off. Drip systems should be left on for sufficient time to allow for saturation of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.
6. When breakdowns or malfunctions exist, the contractor shall hand water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major and will be billed as additional work (see items that qualify for additional work payments as outlined below), the labor costs for hand watering may also be submitted for payment as noted in the General Requirements section of these specifications. Do not wait for approval to begin hand watering if it is required to save the plantings.

B. Irrigation System Scheduled Maintenance:

1. Each valve zone shall be observed for signs of damage on a weekly basis during the irrigation season.
2. The landscape maintenance contractor shall maintain the irrigation system, including cleaning of filter screens yearly or more often as needed, and flushing pipes, as part of this contract.
3. Drip irrigation systems need periodic flushing to remove sediment. When flushing is necessary, it shall be performed as part of this contract. Drip systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. The contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

C. Irrigation System Repair:

1. The landscape maintenance contractor shall replace or repair, at the landscape maintenance contractor's expense, any irrigation components damaged, unless due to excluded damage. Repair shall be made within two weeks of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs will be paid for as additional work. The contractor shall make notification of needed repairs within two weeks of the day the damage occurred as noted in the General Requirements section of these specifications. Regardless of the cause of damage, the contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand watering as needed. As soon as possible after receiving written authorization to proceed, the contractor shall make repairs. The following items are considered to be minor repairs: damaged or clogged sprinkler nozzles,

adjustment of sprinkler patterns or arcs, adjustment of sprinkler position (ie; raise, lower, or straighten sprinkler head), replacement of clogged, broken, or missing barbed-style drip emitters, replacement or repositioning of drip distribution tubing smaller than 1/2 inch or 15 mm diameter. These minor repair items shall be corrected by contractor at contractor's expense.

2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment will be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment must be completely compatible with the original and must be approved in advance by the owner's authorized representative.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the owner's authorized representative. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the owner's authorized representative.
4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up style, sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches (30 cm) above ground level. If the existing sprinklers are mounted on above-ground risers, the replacements shall be pop-up type sprinklers. No exceptions, ever!
5. If any existing sprinklers at this site are installed on risers above the ground level, submit a quote for additional work to the owner's authorized representative covering the cost of removal and replacement of these sprinklers with new, spring-loaded, pop-up type, sprinklers. Submit the quote within two weeks of being awarded this contract.
6. The contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition which hampers the correct operation of the system or the public safety. The contractor shall carefully observe plant materials for signs of wilting, indicating a lack of water. Plants which die due to irrigation failure will be considered to have died due to the contractor's negligence and shall be replaced at the contractor's expense.
7. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic will be scratched and the pattern will be ruined. Brass nozzles may be carefully cleaned if needed.

VI. CLEAN UP AND LITTER REMOVAL

- A. Sweep or blow-off all walks, curbs, and gutters weekly. Sweeping of parking lots is not part of this work unless noted otherwise in contract.
 - 1. Do not sweep or blow trash, leaves, clippings, or landscape debris into planters or onto adjacent property. Collect all debris swept or blown from landscape areas and remove from the site.
 - 2. Do not use blowers prior to 7:00 A.M. or after 8:00 P.M. or at any other hours restricted by law. Do not use blowers around parked vehicles to avoid scratching vehicle paint with blowing sand and debris. Blowers may not be used where prohibited by law. A. All litter shall be removed from sidewalks, gutters, and all planted areas each week. In no case shall trash, litter, or leaves be blown or swept onto the property of others. All trash, litter, leaves, etc. shall be collected, hauled away, and disposed of legally.
- B. In addition to removing all litter from sidewalks, gutters, and planted areas, the contractor shall remove and dispose of any large miscellaneous debris or trash in the parking lot. For the purpose of this contract, "large" shall mean items the size of a small beverage cup or larger. The intent of this requirement is that the contractor's workers should take sufficient pride in the appearance of the site that they would pick up any significant litter they come across at the site. Sweeping of the parking lots is not included in the landscape maintenance. All litter shall be removed from planter areas and sidewalks, regardless of the size of the litter.

VII. CHEMICALS, HERBICIDES, PESTICIDES

- A. All chemicals shall be used in accordance with label directions and the manufacturer's recommended handling methods. All chemicals shall be handled in accordance with all applicable regulations. Registered chemicals shall be used only on the advice of a qualified, licensed if required, pest control advisor. Nothing in this specification shall be construed to be the advice of, or to substitute for the advice of, a pest control adviser.
- B. Pesticides shall not be applied within one hour of the start of operating hours for businesses at the site. In the event that it is not possible to complete the application by one hour prior to business hours (ie; 24 hour operations), applications shall be made at times when customer presence is minimal. Areas to be treated shall be blocked off and warning signs posted.
- C. The landscape maintenance contractor shall take precautions to keep persons away from pesticide and herbicide-treated areas until the applied material is fully dry and the treated area is safe for entry. Follow the recommendations of the pesticide manufacturer and all applicable governmental and industry regulations.

VIII. COMMUNICATIONS AND REPORTS

- A. Regular communication between the contractor and the owner's authorized representative is encouraged.
- B. The contractor is encouraged to ask questions, rather than make assumptions.
- C. As the landscape matures, some of the maintenance procedures will be eliminated and others may have to be added. For example, as the shrubs mature they will require less fertilizer. Regular communication will eliminate most surprises to the owner of changing maintenance costs, which will vary as the landscape grows. Remember, all changes to these specifications must be approved in writing by the owner's authorized representative.
- D. The contractor shall provide the owner's authorized representative with the name and phone number of the contractor's representative for this site. The contractor's representative shall be a person in the employ of the contractor who is familiar with, and regularly updated on, all the contractor's activities at the site. The contractor's representative shall personally perform regular reviews of the contractor's work at the site.
- E. The contractor shall turn in a copy of the Weekly Maintenance Checklist to the owner's authorized representative each week. The checklist copy shall have a check mark by all items completed at the site during the week by the contractor. Any items completed that are not on the checklist shall be noted on the back of the checklist. The checklist shall be dated and contain the name and signature of the contractor's representative for the work at this site.

IX. Tools and Plants

The bidders shall have possesses the following equipments of its own.

- i. Powered Automatic Bush Cutter.
- ii. Powered Lawn Mower.
- iii. Garden Roller.
- iv. Motorized Sprayer
- v. Hench Cutter Grass Cutter- 50 Nos.

SUMMARY OF THE CONTRACT

1. Agency must be completed a single similar landscaping Project development and maintenance work(A.M.C) not less than 7.2 Crore **OR** Two similar landscaping project development and maintenance work (A.M.C) not less than 5.4 Crore each.
2. One similar work (A.M.C) completed in all respect including developing and maintaining the same for period of minimum twelve months costing not less than Rs. **60.0 Lakhs. OR**
Two similar works (A.M.C) completed in all respect including developing and maintaining the same for period of minimum twelve months costing not less than Rs. **45.00 Lakhs**
3. Agency must be submit balance sheet 2014-2015, 2015-16, 2016-2017 each year 75 Lakhs and above or total 2.00 corers above in three years.
4. Agency must be submitting Last 3 years I.T return Certificate.
5. Agency must be submitting a solvency certificate any Nationalized/ Commercial Bank Rs. 20 Lakhs.
6. Agency must be submitting EPF, ESI, Service TAX, TIN, PAN and VAT Clearance certificate.
7. Agency must be given all documents at the time of submitting Tender paper.
8. Rate should be quoted with all taxes, leads and lifts etc. Nothing extra should be paid over the rates quoted by the contractor.
9. Electricity provide by NLUO.
10. Tools and implements material will be provided by the Agency.
11. The day to day work will be started as per the instruction of the site engineer of NLUO..
12. The lawns/beds should be cleaned, green, well mowed and free from weeds.
13. The annuals will be planted and maintained as per direction of the engineer in charge or his representatives. Dressing/trimming of plants, shrubbery and hedges should be attended regularly.
14. Garbage, waste materials of the landscape area should be thrown outside the landscape area or as directed by the engineer in-charge of the NLUO.
15. The newly planted tree plants should be watered properly at regular interval after proper hoeing and preparation of proper ring. Lawns, beds, shrubbery etc should be watered properly.
16. The Agency shall supply & apply the fertilizer/manure/plant protection materials as and when required as per the requirement of site condition.
17. Agency will be held responsible for damage of the landscape/plants by stray cattle and unauthorized wood cutters.
18. Agency should make necessary arrangements for engagement of experience person for operating the pump for water supply, pump set (for watering) electrical work & fountain operation.
19. Contractor has no right to make any amendment in the existing landscaping of the garden. Only department has the full power to make any amendment in the existing landscaping.
20. The contractor/farm should not sublet any portion of contract.

21. Error / omission if any shall be rectified with no claim.
22. No claim whatsoever on account of fluctuation in prices will be entertained.
23. The contractor will have to make necessary arrangements for clean drinking water, housing, medical facilities, and other necessary welfare measures for the worker engaged for the work at his own expenses with labour W.C.T (Insurance) for all workers.
24. The agreement can be closed at any time due to technical reasons or financial complications. In these circumstances no claims will be made by the contractor. NLUO / Govt. Will not pay any compensation on this account.
25. The monthly payment will be made as per the norms & conditions.
26. Payment will be released to the contractor by furnishing the bill after a certification from the NLUO, that the landscape has been found in well maintained condition for the given period.
27. If any litigation arises through labour court or labour commissioner & other court etc. on account of litigation through labourers engaged by him, the contractor will be fully responsible. Moreover, if claim arises out of any litigation, the contractor will be responsible for payment of such claim.
28. The NLUO will not be held responsible for any incident occurred with labourers engaged by the contractor for work and no compensation will be paid by the NLUO for the same.
29. The contractor will be responsible for loss/deliberated damage of any equipment /installation at site. Cost of such damage, if any, will be assessed at the discretion of the Er in charge, and same will be deducted from his bill.
30. The contract is subject to availability of funds, if funds are exhausted, then tender can be terminated at any time after serving one month notice.
31. The earnest money / security deposit of successful contractor/firm will be forfeited to the Registrar, NLUO if he fails to comply with any of the condition of the contract and work will be carried out at risk and cost of the contractor/firm.
32. E.M.D. of unsuccessful tenderer will be returned after award of work order to successful bidder.
33. Contractors are advised to inspect/examine the site/its surroundings to satisfy themselves before submitting their tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
34. The tender submitted on behalf of a farm should be signed by all the partners of the farm or by a partner who is duly authorized on behalf of the farm to enter into contract otherwise the tender is liable to be rejected.
35. Other terms and condition will be same as per prescribe contract work.

Registrar.

National Law University Odisha

(Signature of Contractor)

