



# **NOIDA METRO RAIL CORPORATION LTD.**

## **CONTRACT NO: HORT-AMC-01**

**“Development & Maintenance of Horticulture work from Sec-51 Metro station to Depot station including RSS & Depot and Staff Quarters of Noida-Greater Noida Metro Rail Corridor.”**

### **EMPLOYER'S REQUIREMENTS**

### **TENDER DOCUMENTS**

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## **EMPLOYER'S REQUIREMENTS**

### **1. OBJECTIVE**

The objective of the contract is complete developing and maintaining the entire horticultural work/ ornamental horticulture, landscape gardens, indoors and outdoors plants, etc. under **Contract: HORT-AMC-01: “Development & Maintenance of Horticulture work from Sec-51 Metro station to Depot station including RSS & Depot and Staff Quarters of Noida-Greater Noida Metro Rail Corridor.”**

”The purpose of horticulture work is that the whole premise must look green and decorative and create habitable environment with pleasant and attractive ambiance. All activities, in full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of the Works.

### **2. SCOPE OF WORKS**

#### **2.1 Brief Scope**

- (i) The tender specification covers the Survey, Levelling & Cleaning of the area, excavation of pits, Supply, Planting and Maintenance of trees, plants, shrubs, hedges and lawns (including supply, transportation, loading / unloading, mixing, spreading / filling of good earth and manure, watering, watch & ward etc.) to keep them in proper condition. While utmost care has been taken on landscape for the area but plantation works require dedicated effort for ensuring survivability of the planting materials requires appropriate level of expertise and experiences in handling of the work. The landscape shall be in stages, primarily as per the availability of the site after completion of the Civil Works on the desired stretch.
- (ii) Work under this tender includes supply of all materials (i.e. good earth, manure, plants, irrigation system etc.), labour, consumables, T&P, water, transportation etc as per the BOQ.
- (iii) The types of Plants and their quantities are as per BOQ. Approval of NMRC site in charge prior to dispatch of material for use on site is must.
- (iv) To maintain all the trees, plants, shrubs, hedges and lawn, Children park/sand parkas are existing on the date of start of contract and developed thereafter any other lawn/park/plants. To prepare and maintain flower beds, seasonal and perennial both. Maintenance of potted plants in earthen pots/ cemented pots with in campus / nursery including resetting, watering, weeding, hoeing, colouring, Geru powdering/painting/ white lime to pots as required shall be provided and used by the contractor within quoted rates. Transplanting the damaged pots and disposal of generated garbage at specified place as per direction of Engineer-in-charge.
- (v) **At least one gardener, along with helpers as required, should be deployed per acre of land. Where the land area is less than one acre, a minimum of one gardener and required helpers must still be deployed.**
- (vi) **SITE CLEARANCE:** The Contractor shall ensure the area of concern to be cleared of all the unwanted materials like cement mix, aggregates, debris, and wastes of any type or left over of the civil contractors before starting his work. The Contractor shall

- be required to get the undesirable waste including wild vegetations cleared off from the site as per instruction of the Site-In-Charge. The site clearance and preparation shall be at no additional cost but form the part and parcel of the landscape works. The site shall be signed off for landscape works only after signoff by the Site-In-Charge on joint inspection with the Contractor.
- (vii) **SOIL PREPARATION:** This work shall include the supply, placement, shaping of earth worms, and or excavation and removal of unwanted soils to tip, as may be required and as indicated by site in-charge. This section includes the setting and formation of rough grading with suitable materials to achieve the level, worms and earth contouring. The contractor shall be responsible for plantation works in the right soil medium suitable for planting materials.
  - (viii) **PLANTATION WORKS:** The bidder shall be required to complete the plantation works as per the schedule finalized in consultation with the consultant and site in-charge.
  - (ix) In Horticulture Development works, Contractor has to work as per the designs and lineout details provided by Landscape Consultant. Difficulty on site in execution as per the plan/ design has to be brought to the notice of site-in charge immediately. Any discrepancies in the design subject to execution hurdles and alteration required should be reported to site-in-charge and the same should be improvised by the landscape consultant or as per instruction of the site-in-charge and contractor shall have to work only after due approval of the modification by site in-charge.
  - (x) The landscape site should be made free from any Construction Debris or wild vegetation. It shall be responsibility of the contractor to ensure that the site is in working condition as per instruction of the site-in charge. The contractor shall also ensure proper grading of the landscape site in terms of aesthetics as well as drainage providing mounts and slopes with a gentle slope towards natural drainage direction. All rubbles and debris if any and dispose it of in the suitable location possibly in low lying areas as identified by the site-in-charge.
  - (xi) Bidder should employ qualified & experienced garden supervisors and adequate number of gardeners to maintain the quality of garden and tree plantation to the satisfaction of site in-charge. A senior supervisor having relevant & similar work Experience should be deputed as an overall in-charge of the whole contract who will ultimately report to the Site-In-Charge.
  - (xii) The arrangement of transport for disposal of waste, shifting of plants, etc. has to be made by the bidder. The generated waste has to be disposed off within 48hrs of generation or as instructed. Failing which arrangement shall be made for disposal of the same by the NMRC at risk and cost of the bidder. It is the bidder's responsibility to keep the landscaped area in green, healthy and in proper condition all the time.
  - (xiii) **Source of water:** Bidder has to make own arrangement for watering of plants. The maintenance of tankers or any appropriate system for provisioning of water shall be integral responsibility of the bidder to meet the watering requirements of the Trees, shrubs and lawns under any circumstances during the planting period.
  - (xiv) The Contractor shall adhere to the maintenance schedule During the maintenance period, contractor shall be responsible for any replacement towards mortality of plants and the trees in the area of the plantation shrubs/creepers/ground covers etc

- should be in healthy condition during the inspection conducted by the NMRC site-in charge. In order to avoid any penalty and also subsequently amounting to holding of the payment due towards maintenance. Contractor shall maintain record of maintenance & operations on site and submit daily report for all the areas certified for completion of the work. Also the contractor shall take note of the observation of the site-in-Charge or his representative and comply the same at the earliest.
- (xv) The Contractor shall maintain daily report on the deployment details as well as work planned for the day to the Site-In-Charge.
  - (xvi) **Office Set-up:** If required, the Contractor shall set-up Office for its staff and Nursery with good microclimate to store the supply of the plants. In case of propagation of the plants in the nursery, the same shall be used on site only.
  - (xvii) **Vermicomposts:** Contractor shall mandatory have Vermi-Composting System developed at appropriate location where all the pruning wastes, organic wastes shall be dumped with weeds, weed seeds or bulbs, stones etc., mix it well in the soil in the required ratio, level as per grade. The process shall require approval of the site-In-Charge and periodic maintenance of the activity. Approval of site in charge prior to dispatch of material for use on site is must.
  - (xviii) All plant materials shall be healthy, sound, vigorous with good foliage, Plants supplied shall be conforming to the names listed on the plant list. No plant materials will be accepted if branches are damaged or broken. All material must be protected from the sun and weather until planted.
  - (xix) All plant materials shall be free from plant diseases, insect pests, or their eggs, and shall have healthy well-developed root systems. Plant material shall be well formed and shaped true to type and free from disease, insect and defect such as knots, windburn, sun-cold, injuries, abrasion or disfigurement.
  - (xx) Planting of trees and stacking / propping to protect the trees from wind and irrigate on need basis. Maintain the tree basins - free of weeds by regular hoeing. Planting the tree with root ball in the pit (tin grown / poly bag grown) after removing carefully and without disturbing the root. Pressing the soil firmly around the tree planted. Preparing the basin around the tree and watering after staking and tying. The plant should be well maintained, disease free, well-trimmed at the time of handing over. In case of death of the plant the contractor need to replace the same with equally well grown healthy plant.
  - (xxi) Apart from the essential watering of the plants, Contractor has to nurture the trees with organic solid manures and liquid manures, spraying bio insecticides, to protect the trees from parasites, predators from pests and diseases. Contractor has to amend the soil on regular basis with proper soil amendments to keep the required pH level. During the maintenance period the plants should be maintained by regular watering, weeding, replacing dead plants, applying pesticides.
  - (xxii) Contractor has to arrange for source of water and watering arrangements within the quoted rates.
  - (xxiii) **Good Earth & Farm Yard Manure:** Contractor should visit the site and shall get aware with the availability and source of Good Earth and Farm Yard Manure for the required quantities as per mentioned in the BOQ cum Rate Schedule. Royalty,

- loading / unloading, transportation, mixing in required proportions (Good Earth: Manure = 3:1) and filling the mixture of Good Earth and Farm Yard Manure in the excavated pits lies in contractor's scope.
- (xxiv) All plants shall be healthy, sound, vigorous, free from disease, insects, pests or their eggs, and shall have healthy, well developed root system. No Plants shall be accepted if branches are damaged or broken. Plants should be in polybag, well rooted and established at the time of supply. All material shall be protected from sun and adverse weather until planted. Plants shall be free of defects and injuries. Plants shall not be pruned before planting. Barks shall be free from abrasion. All trees soon after planting shall be properly supported by stacking with bamboo/wooden sticks to ensure their safety against wind or for plant to stand upright.
- (xxv) **SOIL TYPE:** The Soil to be used as Top Soil (Good Soil/earth) for all plantation works shall be primarily fertile soil. It shall be free of sub-soil, stones, earth clods, sticks, pests, insects/termites, weeds, roots or other objectionable extraneous matter or debris. It shall contain no toxic material. The Contractor shall take all necessary precautions to prevent or eradicate any outbreak of disease or insect attack.
- (xxvi) **REPLACEMENT OF PLANTS:** Those plants that are not healthy and not growing properly shall be replaced by the contractor at no extra cost to the employer. When the plants are to be replaced either for filling gaps or poor quality, then the contractor shall replace with plants of equal height, size and age of the plants in that area. For this purpose, extra numbers of plants of those used in the project will have to be maintained in the Nursery. Survival for all trees & plants shall be assured for the entire contract period. If any shortfall in survival rate occurs in the trees & plants during this period, it shall be replaced with new plant of same age and height etc. within one week and shall be maintained. The contractor shall be responsible for any thefts of plants already planted. Plants removed by theft shall be the responsibility of the contractor.
- (xxvii) **FLOODING OF PITS:** Water shall be filled into the soil and soil shall be gently pressed down a day previous to planting to make sure that it may not further settle down after planting. If the soil settles down and there is need for filling of more soil then the mixture of Good Earth and Manure shall be refilled to proper surface level.
- (xxviii) **WATERING:** After planting, all the plants are to be thoroughly watered using enough water to soak the ground all around the root ball. After the water has percolated away leaving the surface relatively dry the soil is to be lightly cultivated to give an even soil tilth. Adequate watering should be provided to each of the tree planted by contractor. The frequency and quantity may vary as per type of species and the weather season. Frequency and quantity of watering shall be decided by contractor, consultant and NMRC jointly as per the BOQ on practically seeing the condition of plants / soil & requirement for the watering. The contractor, wherever possible, may preferably propose for tanker / sprinkler / drip irrigation methods for watering purposes. No plants shall be allowed to wither or die due to lack of proper watering. Care shall be taken to avoid over flooding of water to soil which may lead to death of plants due to lack of availability of Oxygen to the roots of the plant.
- (xxix) **Before / During Plantation:** Each pit shall be filled with mixture of Good Earth and Farm Yard Manure (FYM) in the ratio of 3:1 (Good Earth: Manure = 3:1). Farm Yard Manure shall be mixed in equal / required proportions, screenings as per standard

- specifications. Required amount of Anti-termite chemicals shall be applied for protection of plants from termites / pests.
- (xxx) **During Maintenance:** Each pit shall be treated with required quantities of Farm Yard Manure (FYM) and anti-termite chemical for good regular growth of plants / trees.
- (xxxii) **PROTECTION OF PLANTED AREAS:** The Contractor shall be responsible for protecting all planted areas. The contractor will be responsible and should take measures to protect the planted saplings from cattle, salt spray and high wind pressure.
- (xxxiii) **MAINTENANCE OF PLANTS, SHRUBS, GROUND COVERS:** Routine maintenance is required for the proper maintenance of the plants. Expected maintenance for the plants shall be as follows:
- a) Disease and insect control for plant material
  - b) Weed control
  - c) Fertilization
  - d) Mowing and trimming
  - e) Pruning
  - f) Watering etc.
- (xxxiv) Maintaining the Plants from the day of planting to the day till completion of maintenance period is included in the scope of contractor.
- (xxxv) Regular Cutting and removal of grass and shrubs by lawnmower and disposal of cut grass from site.
- (xxxvi) Treatment & sprays of Insecticide and fungicides should be supplied and sprayed by the contractor at his own cost whenever required.
- (xxxvii) The maintenance includes, watering, fertilizing the plants, trees, shrubs and ground cover/grass protection from pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of hedges, pruning and clipping of hedges roses etc. and stacking, preparation and planting of seasonal flowers, minor repair works and all other landscape operations necessary for the proper growth of garden features and proper standard of maintenance.
- (xxxviii) The contractor shall carry out all minor repairs to garden features damage due to digging in the area, natural calamity or any other reason.

Any other job which is required to make the campus from Horticulture point of view beautiful with lush green. That the contracting agency would be expected to maintain high standards of service. **Any serious lapse noticed by the said designated officer-in-charge would attract minimum penalty of Rs. 2000/- (Spot Fine) in the first instance. On recurrence of such lapse, the NMRC may impose a penalty, as may be decided by the Competent Authority, penalty upto 10% of the total amount of monthly bill will be imposed for the concerned month or take appropriate necessary action against the contracting agency, including termination of the contract.** Such as decision of the NMRC shall be binding on the contractor.

- (xxxviii) The contractor shall provide tools and plants to the deployed labour for maintenance of horticulture works. Besides this lawn mower and adequate quantity of rubber hose pipes etc. shall be arranged by the contractor tools, plants and machinery which are to be supplied by the contractor at his own cost. Nothing extra shall be payable.
- (xxxix) The contractor shall have to arrange and maintain all tools and plants and other stock item viz. bamboo, sutli, hessian cloth, tokri and loading rickshaws, like power lawnmower, Brush Cutter, & all minor T&P like Khurpi, Patti, Saw cutter, water trolley, hedge cutter gardening equipment, watering pipe, grass, bamboo sticks, sprinklers system etc. required by workers for maintenance of lawns etc. required for proper maintenance of Lawn, garden features and nothing extra shall be paid on this account.
- (xl) Experience and efficient gardeners should be engaged for above mentioned maintenance work having through knowledge of species, survival of plants, de-weeding, interval of pruning, upkeep of ornamental/decorative plants etc.
- a. Using and mixing of Good earth, cow dung, urea, DAP, manure etc. and other chemical and fertilizer.
  - b. Periodic checks to be carried out for pest/ bugs and diseases harming Horticulture area and accordingly necessary preventive measures are to be taken, the area should be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc.
  - c. Watering the area of Horticulture area as per the requirements, Carriage of water by trolley as needed shall be responsibility of contractor.
  - d. Minimum inventory of T&P as per the Annexure- A to be maintained.
  - e. Contractor will also develop a nursery for seasonal and perennial type of flowers and plants, within the complex, space to be provided by NMRC and preparing seasonal plants in nursery and planting at different locations.
  - f. Filling/Maintaining the Cement/earthen pots including Shifting of pots plants, Reporting, Watering, Painting and Arranging of pots plants at designated places etc. to be decided in consultation with the designated officer. Applying terracotta color/painting pots white washing/Geru regularly (Noting extra shall be payable for painting of flower pots etc.). The Contractor shall bear all incidental charges for storage and safe custody of materials issued by department/arranged by the contractor.
  - g. Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, leads and depths and nothing extra shall be payable on this account.
- (xli) Mortality of plants is to be avoided. **All the casualties of plants during the period of contract shall be replaced by the contractor free of cost.** The contractor has to undertake all such jobs/activities required to maintain the premises in a presentable condition and in above mentioned spirit at all the time whether such activities are elaborated hereunder or not. While undertaking this work, the contractor will develop the parks and lawns at the open space in the premises in

consultation with the Engineer-in-Charge/designated officer and then simultaneously maintain all the existing as well as the developed lawns/parks. He will maintain flower pots in the Guest house, staff quarters, in open areas of the campus in consultation with Engineer-in-Charge/ designated officer and ensure that the flowers and plants in those pots do not die or suffer in any manner and that he will change them periodically for their good maintenance.

- (xlii) The contractor shall plan & execute the work in such a way that the work proceeds smoothly to the satisfaction of Engineer-in-Charge.
- (xliii) The Contractor shall attend regular coordination meetings convened by the Engineer-in-Charge/designated officer for interface and adhere to the decisions taken in the meeting.
  - A. The trucks carrying soil, sand, manure, sludge and cow dung etc. will be duly covered to avoid spilling.
  - B. Adequate dust suppression measures such as regular water sprinkling on vulnerable areas of the site will be undertaken to control fugitive dust.
  - C. All malba/rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. After the collection of full truck load of the said malba, the same shall be disposed off by the contractor to the authorized municipal dhalao/dumping ground **in case of non-removal/disposal in the specified period, a sum of Rs. 1000 (One Thousand) per day shall be recovered from the contractor for non-compliance** of directions for replacement of casualties to trees / shrubs / hedge plants, lawn area / seasonal flower beds and any other garden feature may also attract a penalty at market rate.
- (xliv) Access will be provided to the staff of the contractor appointed by employer for carrying out their works and bringing materials and Equipment's at site. However, the security of materials and Equipment's brought at the site will be the responsibility of the Contractor.
- (xlv) The Contractor shall take all necessary precautions to ensure safety of the staff, adjoining structures, materials & equipment's and the work in progress as per the directions of engineer-in-charge.

The agency will exercise all responsible skill, care and diligence in the performance of the service under this work and shall carry out all the responsibilities with recognized latest professional standards. One **“Site order book/complaint and progress monitoring register”** shall be maintained at field office. All complaints should be recorded in this register and should be attended to within 24 hours of reporting or any reasonable time as specified.
- (xlvi) The payment for items given in Bill of Quantity/Pricing Document shall be made on the basis of actually executed quantities. For all Payment-Interim & Final, relevant GCC clause may be referred.

### **3. REFERENCE TO THE STANDARD CODES OF PRACTICE**

The work under this contract shall be carried out in accordance with the BOQ, Special Conditions, General Conditions, Relevant Indian Standards and Code of Practicing or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the CPWD Specifications (Horticulture & Landscaping)-2020 or any latest version of it and instructions of Engineer-in-Charge. Whenever CPWD Specification are silent, the latest IS Codes / Specifications / Codes of practice referred to shall be followed. The specification shall be read in conjunction with special conditions and General Conditions of Contracts. The Contractor shall make available at site all relevant Indian Standard Codes of practice as applicable. Wherever Indian Standards do not cover some particular aspects of construction, relevant British, German Standards will be referred to. Pesticide should be of approved standard quality & brand with recommended composition and they shall comply to the respective Indian Standard Specifications. The Contractor shall make available at site such standard codes of practice. In case of discrepancy among Standard codes of practice, Technical specifications and provisions in sub clauses in this NIT, the order of precedence will be as below:

- i) Provision in NIT
- ii) Technical Specifications,
- iii) CPWD specifications
- iv) Standard Codes of Practice.

### **4. DIMENSIONS**

- 4.1 As regards errors, omissions and discrepancies in Specifications and Drawings, relevant clause of Special Conditions of Contract will apply.
- 4.2 The Contract shall utilise the SI system of units. Codes and Standards in imperial units shall not be used unless the Engineer has given his consent.
- 4.3 Conversion between metric units and imperial units shall be in accordance with the relevant Indian Standards.
- 4.4 The levels, measurements and other information concerning the existing site as shown on the conceptual/ layout drawings are believed to be correct, but the Contractor should verify them for himself and also examine the nature of the ground as no claim or allowance what so ever will be entertained on account of any errors or omissions in the levels or strata turning out different from what is shown on the drawings.

### **5. SITE INFORMATION**

#### **5.1 Work Site**

- 5.1.1 The project site is located in the Noida/Greater Noida Region. **The Approximate area of Horticulture is 83,000 sqm.** The actual area may vary at site locations.

The location of the work is at Aqua Line; **Development & Maintenance of Horticulture work from Sec-51 Metro station to Depot station including RSS & Depot and Staff Quarters of Noida-Greater Noida Metro Rail Corridor.**

- 5.1.2 The Contractor shall plan his works keeping in view restriction of approach and availability of space and time.
- 5.1.3 The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the CONTRACT. All costs for and associated with site visits shall be borne by the bidder.

## **5.2 Climatic Conditions**

NCR Region experiences extreme climatic conditions and tenderers must acquaint themselves about the same before submitting the tender. The Employer shall in no way be responsible on this account.

## **6. CONTRACTOR'S SUPERINTENDENCE**

- 6.1.1 The Contractor shall submit a Staff Organization Plan in accordance with the Clause 6.8 of GCC. This plan shall be updated and resubmitted whenever there are changes to the staff. The plan shall show the management structure and state clearly the duties, responsibilities and authority of each staff member. The agency must engage Engineer or equivalent at his own expense that shall always be present in the premises to monitor the performance of the works of all personnel deputed for the work in the **Contract No: HORT-AMC-01: “Development & Maintenance of Horticulture work from Sec-51 Metro station to Depot station including RSS & Depot and Staff Quarters of Noida-Greater Noida Metro Rail Corridor”** by the agency. The Engineer shall liaise with the DMRC staff for the satisfactory performance of the works.
- 6.2 The site Engineer, supervisor shall have experience and qualification appropriate to the type and magnitude of the Works. Supervisor will be responsible for getting these work done from gardeners, Engineer shall maintain all site records he will supervise the work and interact with the Engineer-in-Charge/designated officer of NMRC for mutual feedback. This will however, not diminish in any way, the contractor’s responsibility under the contract. The contractor shall visit **Sec-51 Metro station to Depot station including RSS & Depot and Staff Quarters of Noida-Greater Noida Metro Rail Corridor** every week for the purpose of overseeing the work of personnel deployed by him. During the visits, he shall invariably see the officer dealing with the services under the contract awarded to him, for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any observed in their working. Full details shall be submitted of the qualifications and experience of all proposed staff to the Engineer for his approval.

The Engineer/ supervisor should be well behaved to communicate with the occupants, staff, other agencies working in the premises and officers.

- The Engineer and Supervisor should always be available at the site of work to take instructions from departmental officers and ensure proper execution of work. No work should be done in the absence of such supervisor. Supervisor to monitor and effectively check the work, and remove deficiencies immediately, to ensure that the work has been carried out satisfactorily.
- 6.3 The personnel deployed shall be healthy, active and not more than 50 years of Age. Nobody shall have any communicable diseases
- 6.4 The contractor shall bear all expenses regarding uniforms, preparation of their Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations including weekly off and working hours. Contractor shall submit workers EPF number and proof of submission of EPF, ESI etc as applicable every month.
- 6.5 The contractor shall arrange to maintain the daily shift-wise attendance record of the personnel deployed by him showing their arrival and departure time. This attendance record to be submitted every week to NMRC with an attested photocopy of the attendance record of the personnel to which it pertains. The attendance record shall be produced for verification on demand by the NMRC at any other point of time.
- 6.6 As and when the NMRC requires additional contract personnel on temporary or Emergency basis, the contractor will depute such personnel in accordance with pro-rata rates. For the same, a notice of two days will be given by the NMRC.
- 6.7 The contractor should maintain all the site records/records and documents under various labour laws applicable to contract labours/personnel and make them available to the NMRC at all times.
- 6.8 The contractor should ensure payment of wages to his workmen on or before 7<sup>th</sup> of every succeeding month.
- 6.9 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the NMRC will be considered applicable at the time of any dispute/following any statutory rules.
- 6.10 The contractor shall ensure deployment of minimum workers as per B.O.Q. Throughout the working hours. to undertake the works as per the jobs and frequency described under the heading SCOPE OF WORK. If required the number of workers will have to be increased to accomplish the works as per jobs and frequency stipulated without any extra payment to the contractor.
- 6.11 The department shall be at liberty to employ deficit labour if any at the risk and cost of contractor without any notice.

In the event of personnel being absent or on leave, the contractor shall ensure suitable alternate arrangement to make up for such absence. To avoid dislocation of work due to absent personnel, the contractor shall make provision for leave

reserve. However, **Any serious lapse noticed by the said designated officer-in-charge would attract minimum penalty of Rs. 2000/- (Spot Fine) in the first instance. On recurrence of such lapse, the NMRC may impose a penalty, as may be decided by the Competent Authority, penalty upto 10% of the total amount of monthly bill will be imposed for the concerned month or take appropriate necessary action against the contracting agency, including termination of the contract.**

- 6.12 The Contractor shall erect barricades as per requirement & wherever necessary around its areas of operations to prevent entry by unauthorised persons to his Works Areas. No work shall be commenced in any Works Area until the Engineer has been satisfied that the barricades installed by the Contractor are sufficient to prevent, within reason, unauthorized entry.
- 6.13 Barricades shall be maintained in clean and good order by the Contractor until the completion of the Works.
- 6.14 All Barricades installed by the Contractor shall be removed by the Contractor upon the completion of the Works, unless otherwise directed by the Engineer.
- 6.15 Barricades can be reused after removing from one place to other locations/sites provided they are in good condition and approved by Engineer.
- 6.16 Damage/worn-out barricades shall be replaced by contractor within 24 hours. Engineer's decision regarding need for replacement shall be final and binding and if no action is taken by contractor, the Engineer may get it repaired through other agency and the cost of any repairs will be deducted by the Engineer from any payment due to the Contractor.

## **7. RECORDS**

### **7.1 DRAWINGS PRODUCED BY THE CONTRACTOR**

Drawings produced by the Contractor including drawings of site layouts, Temporary Works, etc. for submission to the Engineer shall generally be to ISO A1 size. The number of copies to be submitted to the Engineer shall be as stated in the Contract, or as required by Engineer.

### **7.2 PROGRESS PHOTOGRAPHS**

- (a) The Contractor shall provide monthly progress photographs which have been properly recorded to show the progress of the works to the Engineer. The photographs shall be taken on locations agreed with the Engineer to record the exact progress of the Works. Two sets of photographs shall be provided with two sets of colour prints of 175mm x 125 mm size.
- (b) The Contractor shall ensure that no photography is permitted on the Site without the agreement/ permission of the Engineer. Contractor should be aware of the local regulations and conditions with regard to Photography in some "RESTRICTED AREA" in Noida.

## **8. Penalties**

**Non-fulfillment of conditions of the agreement by the Contractor during the contract period will attract the penalties as specified below:**

<b>S.No.</b>	<b>Nature of discrepancy</b>	<b>Penalty (GST Extra)</b>
1	Non-watering/ partial watering of plants on any day	<b>Rs. 500/- per day.</b>
2	Non-replacement of dead plants/trees	<b>Rs. 500/- per tree/plant</b>
3	Inadequate care of any plant leading to emaciation	<b>Rs. 500/- per tree/plant</b>
4	Garbage disposal	<b>Rs. 1000/- per day</b>
5	Non supply of gumboots, hand gloves to the gardeners / workers	<b>Rs. 500/- per worker in addition to supplying the new gumboots &amp; hand gloves to the personnel</b>
6	If salary is not paid on or before 7 <sup>th</sup> of each Month	<b>Rs.1000/- per day</b>
7	Non-Removal of the dry leaves / waste under the plants and in the Garden	<b>Rs. 200/- per occasion</b>
8	Plucking of flowers / fruits / vegetable by unauthorized persons / without permission of the Competent Authority	<b>Rs. 100/- per occasion</b>
9	Cutting & Non-Removal of Tree Branches likely to fall.	<b>Rs.5000/- or the Quantum of loss whichever is higher per occasion in addition to the cutting and removal of the same.</b>
10	If the workers are not in uniform on any working day	<b>Rs.25/- per person per day</b>
11	If the schedule as laid out in the scope of work is not adhered	<b>Rs.500/- per week</b>
12	No replacement provided for absentees	<b>Rs.500/- per day per person.</b>
13	Workers missing from duty site	<b>Rs.500/- per person per instance</b>
14	Authorized official of the contractor not checking duties of the workers and not submitting feedback/reports for the month	<b>Rs.5000/- per month</b>

## 9. Minimum Requirement of Tools and Plants

(Annexure-A)

Deployment of Min. No. Machinery & Equipment for Horticultural Works

S. No.	Name of tools & Plants	Qty ( As per Discussion )
1	Grass cutter (Hand Driven)	5
2	Rose cutter/Clipper	10
3	Side cutter	5
4	Manual Trolley Rickshaw	5
5	Hedge cutter	8
6	Kulahadi (Axe)	4
7	Darati	8
8	Khurpi	25
9	Spade	5
10	Broom	20
11	Spray machine	5
12	Tokery / tasla	20
13	Talwar	12
14	Plastic tubs(for watering)	6
15	Sprinkler	5
16	Flexible Hose pipe	800 Mts
17	Chopper for roadside grass removal	5
18	Lawn mowers (diesel)	6
19	Manual lawn mowers	8
20	Mobile garden sprinklers for lawn irrigation in important areas	4

21	Power sprayers for insecticides and herbicides	4
22	Foot sprayer for insecticides and herbicides	4
23	Ladder double fold (15 feet)	4
24	Chain saw	6 nos.
25	Brush cutter heavy duty	8 nos.
26	JCB/ EXCAVATOR/ DOZER	As Per Work Requirement
27	WATER TANKER	As Per Work Requirement
28	TRUCKS/LORRIES/TRACTORS/DUMPERS	As Per Work Requirement
29	Other essential items/tools such as brooms, panni, palli, etc., required for day to day maintenance of the area specified in the tender should also be provided by the contractor.	As Per Work Requirement

**Notes:**

The list, as mentioned above is not exhaustive/ comprehensive. Any other tools and or plants as required for the work can be called for upon by the Officer -In-charge.

1. The above listed tools must be in working condition at all times at site during currency of contract.
2. During the course of inspection, any tool not found in working condition must be replaced/ repaired to be maintained the required quantity by the contractor within 3 days from the date of Inspection.
3. If the contractor fails to do so, the recovery as per the following rates will be made from his monthly bill.

**S. Nos. 1 to 4 Rs.500/day**

**S. Nos. 5 to 18 Rs.100/day**

**S. Nos. 19 to 24 Rs.500/day**