

BID DOCUMENT

Providing Gardening Services at the Academy Campus



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)

Telephone: 0755- 2432500, Fax: 0755-2696904



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Providing Gardening services at the Academy campus

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NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044
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INVITATION FOR E-BID

Bid No. : NJA/Admin/Services-08/2022/01/

Date: 08/01/2022

The National Judicial Academy invites e-bids from experienced contractors/agencies for the following service.

No.	Name of Service	Bid Security (Rs.)
1	Providing Gardening Services at the Academy Campus	Rs. 5,78,000/-

Bid document can be downloaded from NJA website. Bids must be submitted online on or **before 17:30 hours on 29/01/2022**. For Bid document and other details, please visit www.nja.gov.in or www.eprocure.gov.in.

Bids shall be submitted online only at CPPP website: <http://www.eprocure.gov.in/app>. Manual Bids shall not be accepted.

The Bids shall be opened on **31/01/2022 at 11:00 hours**. The Employer has the right to reject any or all Bids without assigning any reason(s).

Director
National Judicial Academy



NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
0755- 2432500, Fax- 2696904

Technical Bid

DOMESTIC COMPETITIVE BIDDING

BID NO: NJA/Admin/Services-08/2022/01/

Dated: 08/01/2022

Name of Work	Providing Gardening services at the Academy campus
Bid Security	Rs. 5,78,000/-
Last Date and Time for receipt of Bids	Up to 17:30 hours on 29/01/2022
Time and Date of Opening of Bid	31/01/2022 at 11:00 hours.
Place of Opening of Bid	National Judicial Academy, Bhopal
Officer Inviting Bid	Director, National Judicial Academy

Check List to be submitted along with Bid documents

<u>No.</u>	<u>Particular</u>	<u>Remark</u>
1.	Bid Security should have the validity period as mentioned under clause-15 of Section-I of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, e-payment or Bank Guarantee in prescribed format from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal. Rs. _____ in the form of _____ valid up to _____ enclosed.	Yes/No
2.	Copies of Registration certificate under various Statutory, laws viz. PAN, GST, ESIC, EPF, Labour license etc., whichever is applicable to carry out the services, are enclosed as Annexure ___. (Ref. Section-I).	Yes/No
3.	Formal forwarding letter in standard printed form addressed to the Employer	Yes/No
4.	Certificate of authentication by owner for experience of similar type of works.	Yes/No
5.	Detailed methodology indication the procedures of execution of work and schedule of completion of the work.	Yes/No
6.	Copies of original documents defining the constitution or legal status of the firm/ organization.	Yes/No
7.	Power of attorney of the authorized signatory signing the Bid.	Yes/No
8.	Total monetary value of work/supplies performed for each of the last three year.	Yes/No
9.	Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's Bid" is enclosed. (Appendix-I).	Yes/No
10.	Whether all columns of the Bid documents are filled and signed by authorized signatory invariably or not, including each point of "Information regarding Qualification of Bidders" in Section-II.	Yes/No
11.	If required please enclose a separate sheet as per the given format of Bid document duly filled and mention the same in the appropriate column of Bid document as "Details enclosed as per annexure ____". Whether separate sheet enclosed or not.	Yes/No
12.	Statement regarding details of pending litigation and Bankruptcy is enclosed as Annexure ____.	Yes/No
13.	Supporting documents to prove the financial standing is enclosed as Annexure ____.	Yes/No
14.	Copies of all enclosures are self-attested.	Yes/No

No.	Particular	Remark
15.	Statement regarding correction/modification is enclosed as Annex____.	Yes/No
16.	Authorization to seek references from Banker is enclosed as Annex____. (Ref. Cl-2 of Sec.-I).	Yes/No
17.	Documentary proof for minimum required experience and value of similar type of work performance along with the list of clientele is enclosed as Annexure____(Ref. Cl.-2 of Section-I).	Yes/No
18.	The annual turnover to be shown is only for the services of Horticulture, Gardening Services and value of no other services included in it. (Ref. Section-II).	Yes/No
19.	Copy of valid license to run Gardening Services is enclosed.	Yes/No
20.	The value of work and period shown are distinctively for the service provided in the area of Horticulture, Gardening Services. (Ref. Clause-2 of Section-I).	Yes/No
21.	Audited Balance Sheet/Profit & Loss Statement for the FY 2018-19 to 2020-21 is enclosed as Annexure____ showing value of Horticulture, Gardening Services separately.	Yes/No
22.	Reports on the financial standing of the Bidder:- (a) Profit and loss statements. (b) Auditor's report for the past three years.	Yes/No
23.	Financial offer for two years separately quoted and submitted (Soft Copy)	Yes/No

It is certified that I/We have enclosed all the required documents as mentioned above. Also the Bid document is duly filled and signed by me.

Seal & Signature of Contractor

Note:-

1. Please put (√) on Yes or No, whichever is applicable.
2. Supporting documentary proof for all the above mentioned items duly self- attested should be enclosed. In case the audited report for the immediate proceeding year is not complete, please enclose the provisional statement certified by self/ Chartered Accountant along with justified reason for unaudited report.

PROFILE OF ORGANISATION

Profile of the Company/Agency ;	
1.	Name of the Company/Firm/Organization :
2.	Legal status of the Firm/Organization :
3.	Registration/License no. of the firm :
4.	Name of the Principal/Head of Organization :
5.	Postal Address :
6.	Year of Establishment :
7.	Year of commencement of Business :
8.	Place of registration :
9.	Principal place of business :
10.	Power of attorney of signatory of Bid (Attach) :
11.	If registered as a Company, please indicate if copy of certificate of incorporation is enclosed. : (a) Furnish the name of Chairman/Managing Director (b) Names of Directors their occupation and address
	If registered as a Firm, please indicate if copy of registration enclosed? : (a) Furnish names of partners their occupation and addresses.
	If registered under Shops & Establishment, please indicate if copy of Registration with latest renewals enclosed? : (a) If it is a proprietary concern name and address of the Proprietor. (b) If Partners are there, their name and address and occupation of partners
12.	Is your Company/Agency carrying out any other trade/ business in addition to Garden Services? : Furnish particulars of the other trade/business carried out.

Statutory Requirements	
1.	Have you registered under ESI Act? If so, enclose copy of registration. Enclose copy of latest remittance made by your Agency towards ESI. : ESIC Registration No. :
2.	Have you registered under Employees Provident Fund and Miscellaneous Provision Act? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency towards EPF. : EPF Registration No. :
3.	Have you registered under G.S.T Act.? If so, enclose copy of Registration. Enclose copy of latest remittance made by your Agency under the Act. : Goods & Service Tax Registration details :
4.	Have you registered with State/Central Labour Authorities. If so, enclose copy of registration. : Labour License No. :

General Details	
1	Telephone No.(s) :
2	Mobile No.(s) :
3	Fax No. :
4	E -mail :
5	Web site :
6	Please provide the details of Permanent Account Number of the agency issued by the Income Tax Authorities. :

I certify that all the information furnished above is true to my knowledge. I have no objection to NJA verifying any or all the information furnished in this document with the concerned authorities, if necessary. I also certify that I have understood all the terms and conditions indicated in the Tender document and in agreeing for the same, I am signing this document as an authorized signatory in the capacity of _____.

Date: ____/____/ 2022

Place: _____

Signature : _____

Name : _____

Designation : _____

Agency Address : _____

Seal of the Company



SECTION-I : INSTRUCTIONS TO BIDDERS (ITB)

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SECTION –I : INTRUCTIONS TO BIDDER (ITB)

1 Scope of Bid

- 1.1 The National Judicial Academy (referred to as Employer in these documents) invites e-bids for Providing Gardening services at the Academy campus (as defined in these documents and referred to as “the Works”) as per the requirement indicated in the bid document, on rate contract basis for a period of two years.
- 1.2 The successful bidder will be expected to provide the services during the specified contract period on annual contract basis (or extended period on mutual consent) as described in the contract data.
- 1.3 The contract is for a period of two years, subject to it being renewed at the end of first year on the basis of the satisfactory performance of the agency/party. Further the employer may extend the contract period beyond two year on mutual consent with the contractor on completion of satisfactory service of the second year of contract.
- 1.4 The general contract data, character and the scope of the work is illustrated and defined by the Specifications and the Bill of quantities here with attached and as shown in the Contract data.

Source of Funds

- 1.5 The Employer is a society funded by the Government of India and has sufficient funds in Indian currency for execution of the Services

2 Eligible Bidders

- 2.1 The invitation for E-Bids is open to all firms/organizations/contractor/agencies of repute meeting the eligibility criteria as defined in clause 2.5 of this Section.
- 2.2 All bidders shall provide in Section-II, Form of Bid and Qualification information.
- 2.3 If Government owned/controlled organization is willing to participate, they will have to produce a certificate of competent authority authorizing it to participate in the tender.
- 2.4 The bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practice issued by the Academy in accordance with sub clause-31.1

2.5 Eligibility criteria/Qualification of Bidder:

- (a) The intending bidder must have three year experience as prime contractor; having successfully completed similar works during last 7 (seven) year ending last day of month previous to the one in which bid application are invited, as per the following:
Three similar completed works each costing above Rs. 58.00 lakh or two similar completed works each costing above Rs. 87.00 lakh or with one similar work costing above Rs. 116.00 lakh.

OR

- (b) The intending bidder must have a full-fledged nursery having average financial turnover of above Rs. 48.00 lakh during last 3 (three years) ending 31st March of previous financial year.

2.6 Financial Solvency

The bidder should have a solvency of Rs. 10,00,000/- (Rupees Ten Lakhs). A certificate to this effect may be enclosed from the banker.

- 2.7 Intending bidder must submit documentary evidence in support of 2.5 (a) & (b) above in the form of certified copy of work orders, completion certificates, payment details etc indicating the period of work and total cost of the work. The certificate of completion of work should be issued by the Principal Employer.
- 2.8 Similar nature of work shall mean "HORTICULTURE, GARDENING WORK"
- 2.9 All bidders shall provide in Section-II qualification information in prescribed format regarding average annual turnover (AATO), experience in similar work, details of key personnel, plants and equipments and proposed methodology.
- 2.10 The contractor shall submit the details in Section-II regarding the equipments which are essential for carrying out the work, as specified in Clause-4.11 of Section-V.
- 2.11 The contractor shall submit the details in Section-II regarding the qualification and experience of Key Personnel (Principal Technical Representative), as specified in Clause-7 of Section-III.
- 2.12 The bidder should, undertake their own studies and furnish with their bid a detailed methodology supported with equipment & manpower planning and its deployment duly supported with broad calculations and quality control procedure proposed to be adopted, justifying their capability of providing such services over the contract period.
- 2.13 All bidders shall include the following information and documents with their bids in Section-II whichever is applicable to carry out the contract services.
- a. Copies of original documents defining the constitution or legal status of the firm/organization, place of registration, and principal place of business, power of attorney of the authorized signatory signing the Bid.
 - b. Total monetary value of the similar work performed for each of the last 3 (three) year.
 - c. Experience in works of a similar nature and size for each of the last three years, and detail of works under way or contractually committed; and Employer who may be contacted for further information on those contracts.
 - d. Major items of equipment's proposed to carry out the contract.
 - e. Qualification and experience of key site management and technical personnel proposed for the contract.
 - f. Reports on the financial standing of the Bidder, such as scan copy of income tax return, balance sheet, profit & loss statements and auditor's report for the past three years.
 - g. Authority to seek reference from bidder's banker, if required.
 - h. Information regarding any litigation, current or during the last five years, in which the bidder is involved, the party concerned and disputed amount.
- 2.14 In addition, the intending bidder has to submit the following:
- (i) Permanent Income tax account number.
 - (ii) Particulars of registration with appropriate tax authority.
 - (iii) Goods & Service Tax registration certificate.
- 2.15 Even though the bidder meets the above qualifying criteria, they are subject to be disqualification if they have;
- a) Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements; and / or

- b) Record of poor performance such as abandoning the works, not properly completing /performing the work, inordinate delay in completion, forming litigation history, or financial failure etc.
 - c) In the case of any agency that have previously provide to NJA, such services, should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.
- 2.16 To qualify for the contracts or the package of contract for which the bids are invited in the IFB, the bidder must qualify in his technical bid evaluation.
- 2.17 Sub-contractors’ experience and resources shall not be taken into account in determining the bidder’s compliance with the qualifying criteria.

3 One Bid per Bidder

- 3.1 Each bidder shall submit only one bid. A bidder who submit or participate in more than one bid will cause all the proposals with the Bidder’s participation to be disqualified.

4 Cost of Bidding

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

5 Site Visit

- 5.1 The bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the nature and intricacies of the works, and obtain all information from the Employer that may be necessary for preparing the bid and entering in to a contract for execution of the Works. The cost of the visiting the site shall be at the Bidder’s own expenses.

6 Content of bidding Documents

- 6.1 The Works and services required, procedure, methodology and contract terms are prescribed in bidding documents listed below.
- i. Invitation for Bid (IFB)
 - ii. Instruction to Bidders: Section – I
 - iii. Forms of Bid & Letter of Acceptance: Section –II
 - iv. General Conditions of Contracts: Section-III.
 - v. Contract Data: Section–IV
 - vi. Special Conditions of Contract (Specification of Works, Scope of Works): Sec.–V
 - vii. Bill of Quantities/Financial Bid: Section –VI.
 - viii. Forms of Securities: Section – VII.
- 6.2 Bidding Documents supplied should be completed and uploaded with the bid.
- 6.3 The bidder is expected to examine all the instructions, forms terms and specifications in the bidding documents. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in the rejection of its bid.

7 **Clarification of the Bidding Document**

7.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing. The Employer will respond to any request for clarification that he received earlier than 7 days prior to the dead line for submission of bids.

8 **Deleted**

9 **Amendment of Bidding Document.**

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

9.2 Any addendum thus issued shall be the part of the Bid document.

9.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer may extend, if necessary, the dead line for submission of bids.

10 **Language of the Bid.**

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

11 **Documents comprising the Bid.**

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

a) **Technical Bid**

i. Complete set of bid documents as downloaded, duly filled in and signed on all pages and at different places as required of the tender documents, comprising of all information relating to AATO, experience, personnel and equipment's and methodology. (Scan Copy)

ii. Proof of submission of Bid Security (Scan Copy)

iii. All other document listed in sub clause-2 & 6 of Section-I except the priced Bill of Quantities. i.e. except Section-VI (Scan Copy)

b) **Financial Bid** – Comprising of priced Bill of Quantities i.e. Section-VI. (Soft Copy).

11.2 The Bid Security (payment made by electronic mode, need not furnish any cover) should be delivered in the Academy in hard copy before due date & time for submission of Bid.

12 **Bid Prices.**

12.1 The contracts shall be for the whole works as described in Sub Clause 1.1 based on the priced Bill of Quantity (BOQ) submitted by the bidder.

12.2 The bidder shall fill in rates / prices or offers for all items of the Works described in the Bill of Quantities.

12.3 All duties and other levies (except G.S.T.) payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

12.4 The rates and prices quoted by the bidder shall be fixed for the whole duration of the service contract and shall not be subject to adjustment on any account.

12.5 The items for which no rate or price is entered by the bidder will not be paid for by the Employer when it is executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

12.6 Correction, if any, shall be made by crossing out, initialing, dating and rewriting.

13 Currencies of Bid and Payment.

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

14 Bid Validity.

14.1 The Bid shall remain valid for the period not less than 180 days after the last date of bid submission.

14.2 A bid submitted for a bid validity of shorter period may be rejected by the Employer as non-responsive.

14.3 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause-15 shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.

15. Bid Security

15.1 The Bidder shall furnish, as part of his bid, a bid security in the amount as shown in Contract Data for particular category of the works and is normally to remain valid for a period of 225 days beyond the last date of bid submission. The Bid Security shall be in favour of "National Judicial Academy" may be in one of the following form:

- a) Bank Guaranty issued by a Commercial Bank and acceptable to the Employer in the Form given in Section- VII or another acceptable to the Employer.
- b) FDR from any Commercial Bank in favour of National Judicial Academy in an acceptable form to the employer (FDR in joint form is not acceptable).
- c) A/c payee banker's Cheque/ Demand Draft in favour of 'National Judicial Academy' payable at Bhopal issued from any Commercial Bank. No interest or any other incidental charges shall be payable by the Employer on this account.
- d) Online payment into current bank account of the Academy. No interest or any other incidental charges shall be payable by the Employer on this account.

15.2 The bid security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub clause 15.6.

15.3 Any bid not accompanied by an acceptable bid security and not secured in as indicated in sub clause 15.1 above shall be rejected by the Employer as non-responsive.

15.4 The bid security of unsuccessful bidder will be returned within 28 days of the end of the bid validity period.

15.5 The bid security of successful bidder will be discharged after he has signed the Agreement and furnished the required performance security.

15.6 The Bid security may be forfeited if:

- i. The Bidder withdraws the bid after Bid opening during the Bid Validity period.
- ii. The bidder does not accept the correction of the bid price pursuant to clause-25
- iii. The successful bidder fails within the specified time limit to;
 - a) sign the Agreement.
 - b) furnish the required Performance Security.

16. Alternative proposal by Bidder.

16.1 The Bidder shall submit offers that comply with the requirements of the bidding documents, including the basic specification of works, and or design as indicated in the drawings and specification. Alternative will not be considered.

17. Format and signing of Bid.

17.1 The bidder shall submit scan copy of the signed bid as described in Clause 11 of the Instructions to Bidders.

17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid.

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

18. Sealing & Marking of Bid

18.1 Bid should be submitted online however documents as per clause 11.2 shall be submitted in a sealed envelope.

The envelopes shall be addressed to:

The Registrar (Administration),

National Judicial Academy

P.O. Suraj Nagar, Bhadbhada Road, Bhopal – 462044 (MP)

And bear the following Identification

- i. Bid for Providing Gardening services at the Academy campus.
- ii. Bid Reference No-NJA/Admin/Services-08/2022/01/ dated: 08/01/2022
- iii. Do not open before _____(Date & time for Bid Opening).
- iv. Name & Address of the Bidder _____.

18.2 **The above said envelope should be delivered to the Academy, before due date & time for submission of Bid, failing which, the bid shall be rejected.**

19. Dead Line for submission of Bid.

19.1 Bid must be submitted online not later than the date & time specified in IFB. As well as a sealed envelope as specified under clause 18 must receive by the Employer at the address specified above **not later than the date & time in IFB.**

In the event of the specified date for the opening of bid being declared as holiday by the Employer the Bid will be opened on the appointed time on the next working day.

19.2 The Employer may extend the deadline for submission of bids by issuing an addenda.

20. Late Bid.

20.1 Any bid received by the Academy on CPP portal and documents as prescribed in clause 18 in the Academy, after dead line prescribed in IFB / Contract Data will be treated as late bid and will not be considered.

21. Modification and Withdrawal of Bids.

21.1 Bidder may modify or withdraw their bids as procedure fixed or arranged in the portal.

- 21.2 Withdrawal or modification of a bid between the deadline for submission of bids and expiration of the period of bid validity may result in the forfeiture of the Bid Security pursuant to Clause-15.

22. Bid Opening

- 22.1 On or after the due date and the appointed time the Employer shall first open Technical Bids received (except those received late).
- 22.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all bidders will be so informed then and there. If any bid contains any deviation from the Bid Document, then the Bid will be rejected and bidder informed accordingly.
- 22.3 Upon evaluation of technical bid as per the criterion described in Section-I, the financial bids of only such Bidders shall be fit to be opened who meet the minimum technical requirement.
- 22.4 All financial bids which are to be opened after technical evaluation as per clause-24 shall be opened at later date about which will be displayed in the portal.
- 22.4 All valid Financial Bids shall be opened on or after the notified date and time after declaring the result of Technical Bid.
- 22.5 The Employer shall prepare minutes of the Bid opening, including the information disclosed in accordance with sub Clause-22.1 to 22.5 and the minutes shall form part of the contract.

23. Clarification of Bid.

- 23.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any bidder for clarification of his bid, including break down of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors, discovered by the Employer in the evaluation of the Bids in accordance with clause-25.
- 23.2 If the employer is of the view that any rate quoted, on any part therefore, is too low for the bidder to be able to reasonably meet required standards of service, the employer may ask the bidder to justify how the services will be provided at the quoted price while maintaining required standards of service.

24. Examination of Bids and Determination of Responsiveness.

- 24.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the eligibility criteria defined in Clause-2 of Section-I.
 - (b) Has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;
 - (c) Is accompanied by the required Bid security and;
 - (d) is responsive to the requirements of the Bidding documents.
- 24.2 A responsive Bid is one confirms to all the terms, conditions and specification of the Bidding Document, without material deviation or reservation. A material deviation or reservation is one:-

- (a) Which affects in any substantial way the scope, quality or performance of the Works;
 - (b) Which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
 - (c) Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.
- 24.3 The technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the shortlisted bidders would be required to make presentations and /or written submissions to a Technical Committee of officers constituted for the purpose (if required). The presentation will broadly cover the following:-
- (a) The background of the organization.
 - (b) Details of major previous work executed during the last 5 years and past experience in carrying out similar work.
 - (c) Proposed manpower deployment and compliance to statutory regulation.
 - (d) Methodology of the work execution.
 - (e) Any additional information's in regard to award and recognition.
- 24.4 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

25. Correction of Errors

- 25.1 Correction of Errors as fixed or arranged in the portal.
- 25.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub Clause-15.6.

26. Evaluation and Comparison of Bid.

- 26.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause-24.
- 26.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - a) Making any correction for errors pursuant to Clause-25
- 26.3 The Employer reserves the right to accept or reject any alternative offer. Alternative offers and other factors which are in excess of the requirements of the Bidding Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.
- 26.4 If the Bid of successful bidder is seriously unbalanced in relation to the estimated amount to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation methods and schedule proposed.

27. Award Criteria.

- 27.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the lowest evaluated Bid price for the complete work as mentioned in scope of work and bill of quantity for two year period (contract value of 1st year & 2nd year together will be considered

for evaluation purpose), provided that such Bidder has been determined to be eligible/qualified in accordance with the provisions of Section-II.

- 27.2 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding Documents and who has offered the best evaluated Bid.
- 27.3 Other Bidders whose bids are ranked below the best evaluated bid may be empanelled at the discretion of employer. Purpose of such empanelment is that, in case of failure of the best evaluated bidder to provide services as per the terms and conditions of the contract, then looking to the nature of the job, his contract may be terminated on short notice and other empanelled bidders after negotiations in order of second best evaluated bid and subsequent, may be asked to provide services at mutually agreed rates.

28. Notification of Award and Signing of Agreement.

- 28.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by Fax, Mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Services by the Contractor as prescribed in the Contract (hereinafter and in the Contract called the “Contract Price”).
- 28.2 The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provisions of Clause-29.
- 28.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder with the Letter of Acceptance. Within 28 days of receipt of letter of acceptance the successful bidder will sign the Agreement with the employer.
- 28.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

29. Performance Security

- 29.1 Within, 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 3% of the contract price.
- In the form of bank guarantee in the in the prescribed format of any Commercial Bank (Annexure-B) or
 - In the form of an e-payment, A/c payee Bankers Cheque/Demand Draft or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable) or
 - Online payment into current bank account of the Academy.
- 29.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, Demand Draft or FDR, it shall be issued by a Commercial bank.
- 29.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security and the agency shall be blacklisted and debarred for future bidding process of the Academy.

- 29.4 The validity of such performance security shall be valid until a date of 60 days from day of completion time of contract including warranty/defect liability, if any.
- 29.5 The successful bidder shall have the option to adjust the amount of bid security against performance security.
- 29.6 Performance security will be released after satisfactory completion of defect liability period and upon submission of claim by the agency and issuance of no dues certificate by the office in charge of the employer for final payment. The release of security deposit will be subject to submission of clearances certificate from LEO and EO (EPF) by the contractor, if required.

30. Assignment or Sub letting.

- 30.1 The Contractor shall not without the written consent of the Employer assign this contract to any other person or and shall sublet any portion of the work.

31. Corrupt or Fraudulent Practice.

- 31.1 The Employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:
 - a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. "Corrupt practice", means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process 'or in contract execution; and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive level and to deprive the Employer of the benefits of free and open competition.
 - b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in practices in competing for the contract in question.
 - c) Will declare a Bidder in eligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if he at any time determines that he Bidder has engaged in corrupt or fraudulent practices in competing for, or executing, the contract.

32. Jurisdiction

- 32.1 All disputes subject to Bhopal Jurisdiction only.



NATIONAL JUDICIAL ACADEMY

Providing Gardening services at the Academy campus

Section-II

Forms of Bid & Letter of Acceptance

**CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)**

(To be submitted on letter head of the bidder along with technical bid)

From: (Name & Complete Postal Address of the Applicant)

To,

The Registrar (Administration)
National Judicial Academy
Bhadbhada Road, P.O. Suraj Nagar
Bhopal – 462044

Sub:- Submission of prequalification application for Providing Gardening services at the Academy campus.

Sir,

Having examined the details given in invitation for prequalification published and prequalification document for the above work we hereby submit the prequalification documents.

1. We hereby certify that all the statements made and information supplied in the enclosed forms_____ to_____ and accompanying statements are true and correct.
2. We have furnished all information and details necessary for prequalification and have no further pertinent information to supply.
3. We submit the requisite certified solvency certificate and authorize the NJA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. We also authorize NJA to approach individuals, employers, firms and corporation and to visit the works completed by us in the past or are in progress at present, to verify our competence and general reputation.
4. We submit the following certificates in support our suitability trained know-how & capability for having successfully completed the following works.

S. No.	Name of Work	Certificate From
1		
2		
3		

Encl:

Date of Submission:

Signature of Applicant

**CONTRACTOR’S BID
FORM OF CONTRACTOR'S BID (Covering Letter)**

(To be submitted on letter head of the bidder along with Financial Bid)

Description of Work: **Providing Gardening services at the Academy campus.**

To,

The Registrar (Administration)
National Judicial Academy
Suraj Nagar, Bhadbhada Road
Bhopal

Sir

Having examined the conditions of Contract and specification including addenda the receipt of which is hereby duly acknowledged, we, the undersigned offer to execute the Services described above in conformity with the Conditions of Contract and specification as per bid document for sum of the Bid for the Contract Price as mentioned in the Financial Bid or such other sums as may be ascertained in accordance with the Bill of Quantity/ Financial Bid attached herewith and made Part of Bid.

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

We undertake, if our Bid is accepted, to deliver and execute the work in accordance with the schedule specified in Schedule of Requirements.

If our Bid is accepted, we will furnish the Performance Security a sum equivalent to 3% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to abide by this Bid for a Period bid validity from the date fixed for Bid opening it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We hereby confirm that this bid complies with the Bid validity and Bid Security required by the bidding Document.

We attached herewith our valid income tax clearance certificate.

Yours faithfully

(Authorized Signatory)

Name & Title of Signatory-----

Name of Bidder-----

Address-----

Financial status of organisation

1. Name of Firm/Organization : _____
2. Name, address, telephone, fax numbers of the Bidder's banker's who may provide references if contacted by the Employer.
 Name of Bank _____ Branch Name : _____
 Address _____
 Telephone No. _____ Fax No. _____

3 Capital : (a) Authorized: _____ (b) Issued, subscribed and Paid up : _____

4 Value of Garden Services: (Amount in Lakh)

Particular	Year	Value (Rs. Lakh)
Total value of work (Only Garden Services) implementation/ performed in the last three years	2018-19	
	2019-20	
	2020-21	

5 Financial Capabilities:
 Last three years audited statement of Accounts by C.A. from FY 2018-19 giving following details:

(Amount in Lakhs)

Year	2018-19	2019-20	2020-21	Average
Annual Turnover				
Net Profit				

Cash and bank balance including (FDR) as at 31.03.2021. Confirmation certificate from Bank is required to be produced.	
Fixed Assets/Investments as at 31.03.2021.	
Capital Accounts Balance as at 31.03.2021.	

6 Please attach self-certified copy of audited balance sheet and profit and loss a/c statement along with schedule forming part of it for the last 3 years.

7.

(a) Income tax return acknowledgement for last 3 years with gross taxable income of individual/firm/ companies/ cooperative societies.	(a) Gross Taxable Income	
	Up to Rs. 10 lakhs	
	Rs. 10 lakhs– 20 lakhs	
	Rs. 20 lakhs & above	
(b) Please enclose copies of Income tax return acknowledgement copy commencing from AY 2018-19, 2019-20 & 2020-21.		

8. Any Special award or recognition / certificate from PSU / Govt. Bodies / Training Institutions.

9. Have you ever been declared bankrupt? If so please give details separately.

10. Information on litigation history in which the Bidder is involved.

Sr. No.	Other party(ies)	Name of Employer	Cause of dispute	Amount	Remarks involved showing present status.

11. Proposed work method and schedule. The Bidder should attach descriptions drawings and charts as necessary to comply with the requirements of the Bidding documents.

12. Additional Requirements: Bidders should provide any additional information required to fulfill the requirements of Clause-2 of the Instructions to the Bidders, if applicable.

Date : ___/___/2022

Place : _____

Signature of Authorized Signatory
Seal

Information on Bid capacity
(work for which bid have been submitted and work which are yet to be completed)
as on date of this bid.

1 Existing Commitments and Ongoing Works (To be use separate sheet).

Sr. No.	Description of Work	Place & State	Contract No. & Date	Name & address of the Employer	Value of Contract (Rs. Lakh)	Stipulated period of Completion	Value of Work remaining to be completed	Anticipated Date of Completion

2 Work performed as prime contractor (in the same name) on Services of a similar nature over the last seven years.** (To be use separate sheet)

No.	Name of the organization with complete postal address	Private Sector / Govt. Body / PSU / Training Institute	Name and designation of the contact person with Tel. / Mobile No (s)	Project Name	Description/ Nature of work	Contract No.	Value of (Rs. In Lacs)	No. of persons deployed by your firm	Date of issue of work order	Stipulated period of completion	Actual date of completion	Remarks on performance report

**** Attach authentication certificate(s) from the Employer.**

Date : ___/___/2022

Place : _____

Signature of Authorized Signatory

Seal

Details of Key Equipments Required to Provide Services

The following items of contractor's Equipments are essential for carrying out the works. The bidder should give all the information requested below.(To be use separate sheet)

Sr. No	Type of Equipments/ machineries	Make	Quantity	Year of Manufacture	Owned/ leased/ To be Procured	Proof / Invoice of Owning	Remark
1	Tractors						
2	Tractor mounted Trolley						
3	Tractor mounted water tankers with diesel engine						
4	Electric pump & motor (5 hp)						
5	Diesel engine pumping set (5 hp)						
6	Motorized Lawn mower						
7	Mechanized Lawn mower						
8	Motorized hedge cutter						
9	Water cane with long spouts						
10	Hand sprayers pump for pesticide & insecticides						
11	Soil moisture meter						
12	Scissors /Hedge Cutters						
13	Grass cutters						
14	Storage Water tanks 1000 it capacity						
15	Storage water tanks 5000 it capacity						
16	Good quality PVC hose pipes						
17	Grass cutting sward						
18	Sharp spatula, spade, crowbars, spikes, pickaxe, shovels, axes etc						
19	Other tools & equipments essential for gardening work						Attach the list if any

Place : _____

Signature of authorized signatory

Date : _____

Seal

Details of Key Personnel

Qualification and experience of key personal proposed for administration and execution of the contract. (To be use separate sheet)

Sr. No.	Name	Position Proposed	Qualification	Experience in Similar Job	Remark

Place : _____

Signature of authorized signatory

Date : _____

Seal

Signature of Contractor

FORMAT FOR PERFORMANCE CERTIFICATION

(Furnish this information for each individual work from the employer for whom the work was executed)

1. Name & Address of Employer

2. Name of the contract and location

3. Agreement no. :

a. Scope of Contract :

b. Contract Cost :

c. Date of commencement :

d. Period :

e. Value of Contract (Rs. In Lakh) :

f. Average deployment of staff in a month :

g. Overall grading of Service : Excellent/Very Good/Good/Fair

h. Compliance of all statutory requirements- Yes / No

Date : ___/___/2022

Place : _____

Signature of Authorized Signatory

Seal

LETTER OF ACCEPTANCE

_____(Date)

To,

(Name and address of the Contractor)

Dear Sir,

This is to notify that your offer dated ____ in response to Bid notification No. ____ dated _____ of the Academy for _____ as per enclosed price list is accepted for a period of two years from commencement of work.

All the other terms and conditions of the contract shall remain same as contained in the original bid document submitted by you.

You are hereby requested to furnish the Performance security, in accordance with clause-29 of Section-I of Bid Conditions for an amount of Rs. _____/-.

Please treat this letter of acceptance as the work order awarding the contract to you as stated above and countersign the same in the space provided below in token of acceptance of the work order by you.

Thanking you,

Yours sincerely,

Authorised Signature
Name and Title of Signatory

AGREEMENT

THIS AGREEMENT made on the _____(Date) between _____(Name and address of employer) (hereinafter called “the Employer”) of the one part and, _____(name and address of contractor) (hereinafter called “the Contractor”) of the other part.

WHEREAS the Employer invited bids for engaging private _____ agency for _____' and has accepted the bid by the Contractor for the providing the services on Annual rate Contract basis as per the rates and specifications mentioned in conditions of Contract, Bill of Quantities (Price Schedule) and the price quoted thereof. This contract shall be effective from _____for two years.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Employer’s Notification of Award Letter of Acceptance issued vide memo no. ___Dated ____.
 - b) Contractor’s Bid - (Bid Document - _____Dated: _____) and the Bill of Quantities (Price Schedule Section-VI) submitted by the Contractor.
 - c) General Conditions of Contract-Section III.
 - d) Specification of Work, Scope of Work & Special Condition of the Contract- Section-V.
 - e) Contract Data-Section IV.
 - f) Contractor’s Letter dated _____and Performance Guarantee in the form of ____.
3. In consideration of the payments to be made by the employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of the services and the remedying of defects/deficiencies therein, such sums as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of Employer

On behalf of Contractor

In presence of

In presence of

(1)

(1)

(2)

(2)



SECTION- III : GENERAL CONDITIONS OF CONTRACT (GCC)

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Section-III : GENERAL CONDITIONS OF CONTRACT (GCC)

1 **Definitions**

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

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid
The Completion Date is the date of completion of, the Works as certified by the Employer or his nominee in accordance with Contract Data.

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

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

The Contract shall mean the Information for Bid, bid as accepted by the Employer, the work order/letter of Acceptance issued to the contractor, and formal contract agreement.

The "**Contractor/Contractors**" where ever occurs means the successful bidder / bidders who has/have been given written information about the acceptance of the bid to carry out the work and shall include legal representative of such individual or person composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be.

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

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

Days are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract and includes deficiencies.

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

The **Employer** means the National Judicial Academy, represented by the appropriate authority, who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery/non consumable items/vehicle etc brought temporarily to the Site to construct the Works or to carry out services as per the terms of the contract.

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

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

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works/services. Officer in charge shall mean the officer nominated by the Employer

who is competent to direct supervisors and authorized to be in charge of the work for the purpose of this contract.

"**Plant/ plants**"/ shall mean desirable or undesirable vegetation i.e. trees, shrubs, hedges, Ground covers, grass and lawn area. Which contractors have to maintain.

The **Site** is the area where the contractors have to execute the Works/services defined as such in the Contract Data.

Specification means the specification of the Works included in the Contract and any modification or addition made or approved by the employer or his authorized representative of employer.

The **Start Date** is the date when the, Contractor shall commence execution of the works / services and shall be the date of issuance of the work order.

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

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

A **Variation** is an instruction given by the employer or his representative which varies the works.

The **Works/(garden)** are what the contractor requires to execute, install, provide services and turn over to the Employer as defined in Section-V Scope of Work and as per terms and conditions of contract.

2 **Interpretation**

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

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

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

- a. Agreement.
- b. Letter of Acceptance and notice to proceed with works.
- c. Contractor's Bid.
- d. Contract Data.
- e. General Conditions of Contract including Special Conditions of Contract.
- f. Specification of Works, Scope of Works.
- g. Drawings / Details.
- h. Bill of quantities and
- i. any other documents listed in the Contract Data as forming part of the Contract.

3 **Language and Law**

3.1 The language of the Contract shall be English and the law governing the Contract shall be Union and State Laws applicable at the site of works.

4 Communications

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

5 Joint Venture

5.1 Two or three companies/contractors may jointly user take contract/contracts. Each entity would be jointly responsible for completing the task as per the contract.

6 Other Contractors

6.1 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

6.2 Subcontracting is not allowed.

7 Personnel (Employment of Key personal)

7.1 The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

7.2 The contractor shall immediately after receiving the letter of acceptance and before commencement of the work will depute in writing the key personnel (Principal Technical Representative), having a minimum qualification of Graduate in Agriculture /Horticulture or equivalent field, to be the in charge of the work. If the contractor (or any partner in case of firm/company) who himself have such qualification, it will not necessary for said contractor to appoint such Key Personnel but contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not present in a position to be so present. The Principal Technical Representative and/or the contractor or his responsible authorized agent shall be actually available at site at least two working days every week.

7.3 The Contractor shall employ/nominate the key Personnel/Supervisor/Manager in the Schedule of Key Personnel– Tech 2B to carry out the functions stated in the scope of works. The Employer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

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

8 Employer's and Contractor's Risks

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

9 **Employer's Risk**

- 9.1 The Employers risks are;
- a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed;
 - i. war and hostilities (whether war be declared or not). Invasion, act of foreign enemies;
 - ii. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
 - iii. Ionizing radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear. fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iv. pressure waves caused by aircraft or other' aerial devices traveling at sonic or supersonic speeds; and
 - v. Riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
 - vi. Floods, tornadoes, earthquakes and landslides.
 - b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
 - d) Any operation of the forces of nature (in so far as it occurs on the. Site which an experienced contractor:
 - i. could not have reasonably foreseen, or
 - ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - a. Prevent loss or damage to physical property from occurring by taking appropriate measures or
 - b. Insure against.

10 **Contractor's Risks**

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

11. Insurance

- 11.1 The Contractor shall have the insurance cover from the Start Date to the completion of the work, for the following events which are due to the Contractors risks:
- a. loss of or damage to the Works, Plant and Materials.
 - b. loss of or damage to Equipment, loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
 - c. Personal injury or death.
- 11.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer or his nominee for the Employer or his nominee's approval before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

- 11.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effects the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 11.4 Alterations to the terms of insurance shall not be made without the approval of the Employer or his nominee.
- 11.5 Both parties shall comply with all conditions of the insurance policies.
- 12 **Contractor to execute the Works.**
- 12.1 The Contractor shall execute the maintenance work/services or provide services in accordance with the Specification of work, Scope of Work and special condition of the contract as per Section-V of the Bid documents.
- 13 **The Works to Be Completed by the Intended Completion Date.**
- 13.1 The service contract shall be on biannual contract basis. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the instructions of employer, during the contract period.
- 14 **Approval by the Employer**
- 14.1 All temporary works required for execution of works or providing services shall be got approved from the Employer or his authorized representative.
- 15 **Safety**
- 15.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 16 **Discoveries**
- 16.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the employer of such discoveries and carry out the Employer’s instructions for dealing with them.
- 17 **Possession of the Site**
- 17.1 The Employer shall give possession of the Site to the Contractor, free from encumbrances. The existing horticulture and garden work which are to be maintained during the contract period shall be handed over to the contractor and it is the responsibility of the contractor to hand over the complete horticulture and garden work in intact condition after completion of the Contract. On completion of the work, the site of work shall be thoroughly cleaned the quantities of plants shall be physically verified by the employer.
- 17.2 Within 30 days of taken over of site, the contractor shall furnish a report of plants/trees/shrubs/herbs etc. physically available in the Academy premises. The bills of the contractor shall be processed only after receiving of said report.
- 18 **Access to the Site**
- 18.1 The Contractor shall allow the Employer or his nominee and any person authorized by the Employer access to the Site to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where

materials plant are being manufactured, fabricated and /or assembled for the works or to provide the services.

19 **Instructions**

19.1 The Contractor shall carry out all instructions of the employer or his nominee which comply with the applicable laws where the Site is located.

20 **Arbitration.**

20.1 Any dispute between the parties to the agreement shall be finalized by negotiation between both the parties and if an amicable settlement is not reached, then the dispute shall be referred to the sole Arbitrator to be nominated by the Director, National Judicial Academy, Bhopal and the award/decision given by him shall be final and binding on both the parties.

20.2 The arbitration proceedings shall be conducted in accordance the Indian Arbitration and Conciliation Act 1996.

20.3 Neither party shall be limited in the proceedings before such arbitrator to the evidence nor did arguments already put before the employer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/ decision. No such recommendations/decision shall disqualify the Employer or his nominee, as the case may be, from being called as a witness and giving evidence before the arbitrator or any matter whatsoever relevant to the dispute.

20.4 The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the Contractor shall be continued to be made as provided by the contract.

20.5 Arbitration proceedings shall be held at National Judicial Academy, Bhopal.

20.6 All arbitration awards shall be in writing and shall state the reasons for the award.

20.7 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

21 **Program**

21.1 During the currency of Annual service contract the contractor shall submit to the employer or his nominee for approval an updated Program showing ‘the general methods, arrangements, order, and timing for all the activities in the works at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Program within this period, the Employer or his nominee may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted.

21.2 The Employer or his nominee's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer or his nominee again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22 **Identify Defects**

22.1 The Employer or his nominee shall check the Contractor's work and notify the Contractor of any Defects / deficiency that are found. Such checking shall not affect the Contractor's responsibilities. The Employer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer or his nominee considers may have a Defect.

23 **Tests**

23.1 If the Employer or his nominee instructs the Contractor to carry out a test not specified in the Specification to check whether any work/services has a Defect and the test shows that it does the Contractor shall pay for the test and any samples.

24 **Correction of Defects**

24.1 The employer or his nominee shall give notice to the Contractor of any shortcoming in services or supply of insufficient or poor quality of services as defined in the Contract Data.

24.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the employer or its nominee's notice.

25 **Uncorrected Defects**

25.1 If the Contractor has not corrected a Defect within the time specified by the Employer or his nominee's notice the Employer or his nominee can impose suitable penalty as deemed fit, subject to the provision of the bid.

26 **Bill of Quantities**

26.1 The Bill of Quantities shall contain items for the work or services to be done by the Contractor.

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

26.3 If requested by the Employer or his nominee where the quoted rate(s) of any item(s) is abnormally high, the Contractor shall provide the Employer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

26.4 Escalation

The price quoted by the contractor should be on fixed price basis and are not subject to any escalation what so ever. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.

27. **Variations.**

27.1 All variations in the quantities of different items of works from the bill of Quantities shall be done only with the prior approval of the Employer.

27.2 The contract will be purely on rate contract basis and there will not be any guarantee of minimum/ maximum volume of work.

27.3 In case of service providing contracts the duration of the services may be extended on mutual agreement.

27.4 All variations shall be included in updated programs produced by the contractor.

28. Payments for Variations.

- 28.1 The contract is on item wise rate contract without any minimum quantum of assured work.
- 28.2 No extra payment or rate will be entertained for any variation in work, without prior approval of employer.
- 28.3 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the Employer shall be payable provisionally till such time as the rates are finally determined or till date-mutually agreed.

29. Payments

- 29.1 Bills shall be prepared and submitted by the Contractor. Joint measurements/ quantity of works / services shall be taken continuously and need not be connected with billing stage. System of 3 copies of bill and signed by both Contractor and Employer shall be followed. The bill will be submitted by contractor on periodical basis, as the case may be.
- 29.2 Items of the Works for which no rate or price has been entered in bill not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

30. Tax

- 30.1 The rates quoted by the Contractor shall be deemed to be exclusive G.S.T. The Employer will perform such duties in regard to the deduction of, such taxes at sources as per applicable law. For this purpose, the tax component of the total quoted price may be specified separately by the Contractor in the bills.

31. Subsequent Legislation

- 31.1 If, after 28 days (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or State Statute, Ordinance or Decree or other Law or any regulation or by law of any local or other duly constituted authority or introduction of any such state statute, Ordinance, Decree, Law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the Employer and the Contractor be determined by the Employer or his nominee and shall be added to or deducted from the contract price and the employer or his nominee shall notify the contractor accordingly.

32. LIQUIDATED DAMAGES / PENALTY

- 32.1 If the contractor fails to provide services of maintenance of Horticulture and gardening work as per the requirement of the employer, the employer shall be at liberty to execute the same from suitable agency/organization and the excess cost incurred on execution of such work shall be recoverable from the contractor.
- 32.2 The service/service are subject to supervision of the authorized representative of Employer. If any irregularity is observed it will entail penalty as stipulated in "Penalty" clauses as under:

32.3 Penalty

- a. The Horticulture work is subject to supervision of the authorized representative of Employer. If any irregularity is observed or any area left not maintained will entail penalty up to Rs.1000/- per case as deemed fit by the Employer.

- b. In case of any causality of shrubs, trees / or any other plants during the maintenance the contractor shall replace the plants immediately at his own cost and nothing extra shall be paid for the same on this account. If Contractor fail to do so within seven days after intimation, recovery of Rs. 500/- per shrubs, creepers, hedges etc. Rs. 750/- per tree plant, Rs. 1000/- for foliage/decorative plants and for potted plant shall be made.
 - c. In case if it is observed that the maintenance is not proper and not as per the required standard and specification, no payment shall be made for maintenance for the specific area for that period over which the maintenance has been found to be neglected.
- 32.4 (a) The contractor has to deploy 38 workers (including seven mali and two supervisors) on regular basis. However the total number of man days in a month shall not be less than 988. The contractor has to submit attendance sheet along with his monthly bill.
- (b) If the agency fails to deploy minimum man days as specified in clause 32.4, (a), the employer shall without prejudice to its other remedies under the contract, deduct from the monthly bill as liquidated damages/penalty a sum equivalent to Rs. 1000/- for each man days lesser than the minimum requirement for each month up to maximum of 10% of the contract price.
- 32.5 If the agency fails to provide efficient and reliable maintenance service either due to deployment of inadequate number of manpower, tools & equipments or lax and unsatisfactory services and fails to improve even when so asked, the employer may consider termination of the contract.

33 Advance Payments

- 33.1 No advance payment shall be paid to the contractor in any circumstances under this contract.

34 Secured Advance

- 34.1 No advance payment in respect of service, material and plant / equipment shall be paid, in any circumstances under this contract.

35 Deleted

36 Cost of Repairs

- 36.1 Loss or damage to the works or material to be incorporated in the works during the currency of the contract shall be remedied by the Contractor at the Contract's cost if the loss or damage arises from the contractor's acts or omissions.

37 Completion

- 37.1 After completion of the work, the contractor will serve a written notice to the Employer or his nominee. Employer or his nominee upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare defects list jointly. The defects pointed out by the employer or his nominee would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the Employer. This joint acceptance report shall be treated as 'Completion Certificate'.
- 37.2 On completion of contract, the contractor shall furnish a report of plants/trees/shrubs/herbs, etc. physically available in the Academy and handed over

the same as per instructions of the employer. The final payment/dues of the contractor shall be cleared only after receiving of said report.

38 Taking Over

38.1 The Employer shall take over the Site/equipments etc. as the case may be and the Works within seven days of Completion of the contract or rectification of defects.

39 Final Accounts

39.1 The Contractor shall apply to the Employer or his nominee a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the contract Period. The Employer or his nominee shall certify final payment that is due to the Contractor within 30 days of receiving the Contractor's account, if it is correct and complete. If it is not, the Employer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction. If the Final Account is still unsatisfactory after it has been resubmitted the Employer or his nominee shall decide on the amount payable to the Contractor and issue a payment certificate, within 60days of receiving the contractor's revised account.

40 Termination

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

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

- (a) The Contractor stops service for 7 days when no stoppage of service is shown on Program and the stoppage has not been authorized by the Employer.
- (b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (c) The Employer or his nominee gives Notice that failure to correct a particular defect/ unsatisfied services is a fundamental breach of Contract and the Contractor fails to correct it within a period of time determined by the Employer.
- (d) The Contractor does not maintain security which is required.
- (e) The Contractor has delayed the completion of works by the number of days for which maximum amount of liquidated damages can be imposed/or delay/stop the execution of services which affects the training program or reputation of the Academy.
- (f) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

40.4 In the event of termination due to fundamental breach of contract by the employer, the security Deposit (performance security) of the contractor shall be forfeited and balance period Gardening Services contract shall be undertook at the risk and cost of the agency, till the new contract will be executed.

40.5 In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the owner will be at liberty to revoke the contract without giving any notice of payment in lieu of notice.

- 40.6 When either party to the Contract gives notice of a breach of contract to the Employer or his nominee for a cause other than those listed under Sub Clause 40.2 above, the Employer or his nominee shall decide whether the breach is fundamental or not.
- 40.7 The failure to deploy adequate services personnel resulting in sub standard work will be considered as breach of the terms and conditions under the agreement.
- 40.8 During the currency of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the agency by giving it 30 days notice in writing. For this purpose, the Academy shall be the sole Judge to decide whether the performance of the agency is satisfactory or not and such decision of the Academy shall be final, conclusive and binding on the agency and the agency shall not be entitled to any compensation in that regard. Furthermore if on account of non-renewal of the contract and/or termination of this contract, the agency has to terminate services of its employees, then it shall be the responsibility of the agency to pay the legal dues to its employees. In the event of non-compliance of legal requirement agency itself shall be liable for all the costs and consequence.

41 **Property**

- 41.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

42 **Labour**

- 42.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport. The Contractor shall, if required by the employer, deliver to the employer a return in detail, in such form and at such intervals as the employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site/work place and such other information as the employer may require.

43 **Compliance with Labour Regulations:**

- 43.1 During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the contractor the Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employee.

- 43.2 **Compliance of the provisions of some major laws applicable to establishments:**

- a) The Tenderer will have to comply with all the provision of the statutory laws applicable in this regard.
- b) There shall be no contractual or other relationship between the Employees of the service agency and the NJA. Payment of Provident Fund, ESIC, minimum wages, workman compensations bonus and gratuity Leave etc. of the service personnel wherever applicable will be the sole responsibility of the service agency. Also the provisions of Child Labour (prohibition and regulation) Act 1986 is strictly applicable to the contract.
- c) The contract shall be subject to such other terms, conditions and instructions as may be issued by the Employer at any point of time.

43.3 Payment to workers:

- a) Monthly salary in accordance with provisions of Minimum wage Act/Payment of wage Act, shall be paid to the workers through a Bank account within seven day from the closing date of wage period. Details of such account shall be furnished to NJA.
- b) Report shall be provided to NJA by 9th of every month confirming payment of wages.
- c) If such a report is not received by ninth day, NJA will deposit the required amount of wages to the account of the workers and deduct the same from amount due to contractor.

44 **Deleted.**

45 **Employer or his nominee’s Decisions**

45.1 Except where otherwise specifically stated, the Employer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

46 **Delegation**

46.1 The Employer or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

47 **Site Investigation Reports**

47.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

48 **Queries about the Contract Data**

48.1 The Employer or his nominee will clarify queries on the Contract Data.

49 **Extension of the Intended Completion Date**

49.1 The duration of this Contract shall be for a period of two years w.e.f the commencement of the contract. However it may be extended on mutual consent for agreed period. The successful bidder shall be expected to provide the services during the specified contract period on Annual Contract Basis (or extended period on mutual consent, if any) as described in the contract data.

50 **Delays Ordered by the Employer or his nominee**

50.1 The Employer or his nominee may instruct the Contractor to delay the start or progress of any activity within the area of scope.

51 **Management Meetings.**

51.1 Either the Employer or his nominee or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining.

51.2 The Employer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Employer or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

52 **Early Warning**

52.1 The Contractor is to warn the Employer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the service, or delay the execution of Services.

52.2 The Contractor shall cooperate with the Employer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer or his nominee.

53 **Currencies**

53.1 All payments shall be made in Indian Rupees unless specifically mentioned otherwise.



SECTION –IV : CONTRACT DATA

Bid No. : NJA/Admin/Services-08/2022/01/

Dated: 08/01/2022

The Works consist of –

No	CATEGORY	GARDEN SERVICES
	Name of Employer	National Judicial Academy
1	Name of Works	Providing Gardening services at the Academy campus
2	Bid Security	Rs. 5,78,000/-
3	Last Date of submission of Bid	Up to 17:30 hours on 29/01/2022
4	Start Date/ Date of Commencement of work	As per agreement
5	Intended completion date from start date	Two year from the actual date of Commencement.
6	Performance security Deposit	As per clause-35 of section-III
7	Liquidated Damages/ Penalty	As per clause-32 of section-III
8	Contract Price	Total cost of bid price
9	Secured Advance	No advance payment in respect of service, material and plant/equipment shall be paid, in any circumstances under this contract.
10	Advance payment	No advance payment shall be paid to the contractor in any circumstances under this contract
11	Escalation	The price quoted by the contractor should be on fixed price basis and are not subject to any escalation what so ever. However, only statutory variation limited to duties and taxes are considered for adjustment in contract price.



SECTION- V : SPECIAL CONDITION OF THE CONTRACT

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Section–V : Special Condition of the Contract

1. Area of Scope:

- 1.1 The National Judicial Academy requires to appoint a Gardening Maintenance Service Contractor, herein after called “Contractor” for its existing Gardening work.
- 1.2 The National Judicial Academy is situated in a hillock spread over an area of 62 acres of land. It includes various establishment and buildings detailed as under:
- i. Judge’s Guest House 1 – having 4 levels building with 144 rooms having three star facilities, surrounded with beautiful gardens, lawn, and landscape and terrace garden.
 - ii. Judge’s Guest House 2 – having 2 levels with 12 suits, having 5-star facilities surrounded with beautiful gardens, lawn and landscape.
 - iii. Recreation Centre, Swimming Pool and Tennis Court surrounded with beautiful gardens, lawn and landscape.
 - iv. Academy & Management Building – having four wings i.e. Management Block, Library Block, Training Centre & Executive Dinning Surrounded with beautiful gardens, lawn and landscape.
 - v. Auditorium with 281-seat capacity, surrounded with beautiful gardens, lawn and landscape.
 - vi. Residential Complex, Director’s Bungalow and Shopping Complex.
 - vii. Approximate 2.5 KM cemented Road within the premises with storm water drainage, side trench, with beautiful garden, lawns etc.
- 1.3 The Horticulture and gardening work of the premises have been developed with tree plantations, plantation of shrubs & herbs, ground cover plantation and lush green lawns. The details of the scope of work under which varieties, species and approximate quantities of plants planted at different places are annexed herewith for reference at Annexure-1 to 20.

Annexure-1 : Main Gate -1

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Ashoka	Nos.	26
	Mango	Nos.	4
B	Planting of S & H		
	Bougenvillia of Different Colours	Nos.	176
	Duranta Golden	Nos.	238
	Nerium oleander ground cover.	Nos.	35
	Putranjiva	Nos.	6
	Ficus benjamina	Nos.	1
	Jasmine	Nos.	2
C	Plantation of Lawn		
	Cynodon dactylon (Makhmali)	Sq.M.	106

Annexure-2 : ACADEMY ROAD SIDE LANDSCAPE

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Oreodoxa regia/Royal plam	Nos.	61
	Plumeria rubra	Nos.	13
	Milingtonia hortenss	Nos.	12
	Lagerstromia indica	Nos.	8
	Bauhinia blakeana	Nos.	10
	Erythrina virageta	Nos.	4
	Cordia sabestina	Nos.	6
	Spathodia	Nos.	0
	Grivillia Robusta	Nos.	19
B	Planting of S & H		
	Acalypha wilkendiana batc	Nos.	1452
	Acalypha wilkendiana deveppa	Nos.	740
	Acalypha wilkendiana tricolour	Nos.	563
	Acalypha wilkensiana green twisted	Nos.	1461
	Bouqenvillia of different colours	Nos.	1171
	Lxora singaporensis	Nos.	74
	Tabernomontan variegata	Nos.	120
	Duranta golden	Nos.	2545
	Narium Oleander	Nos.	350
	Duranta golden hybrid	Nos.	15
	Hibiscus lafrance	Nos.	81
	Eurphorbia Caraciana	Nos.	70
	Ceseasalpinia	Nos.	155
	Acalypha Miniatures	Nos.	123
	Jasminum Abyssinicum	Nos.	64
	Poinsettia verigate mini	Nos.	7
	Tecoma gaudichaudi	Nos.	46
	Cotton Plant	Nos.	2
	Vinca	Nos.	23
	Cycas	Nos.	3
C	Ground Cover		
	Asparagus sprengri	Sq.M.	46
	Rusellia juncea	Nos.	22
	Setcreasea purpuria	Sq.M.	9
	Euphorbia milli splendens	Nos.	17.4
	Wadelia	Sq.M.	75
D	Plantation of Lawn		
	Cynodon ductylon (Makhmali)	Sq.M.	1219.92

Annexure: 3 – Academy Parking

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Terminilia catappa	Nos.	9
	Bouhenia Blokeana	Nos.	7
	Peepal	Nos.	1
B	Planting of S & H		
	Duranta Golden	Nos.	81
	Acalypha sps	Nos.	149
	Cassia biflora	Nos.	82
	Lantana sellovina	Nos.	55
	Nerium oleander	Nos.	115
	Tebernontana varigata	Nos.	140
	Acalypha batic	Nos.	215
	Thunbeaugia erecta	Nos.	80
	Acalypha Dwarf green	Nos.	160
	Bougainvillea sps	Nos.	132
	Exora	Nos.	0
	Eurphorbia Milli Splendens	Nos.	36
	Ceseasalpinia	Nos.	84
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	315.18

Annexure: 4a – Academy Porch

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Roystonia regia (Royal palm)	Nos.	5
	Plomeria Rubra	Nos.	2
B	Planting of S & H		
	Duranta Golden hybrid	Nos.	397
	Hemelia Patens (mini)	Nos.	154
	Ficus benjamina ‘var’	Nos.	44
	Furcraea Medio Picta	Nos.	6
	Aclypha Dwarf Green	Nos.	166
	Aclypha Dwarf red	Nos.	70
	Song of India	Nos.	53
	Duranta varigeta	Nos.	80
	Tabernomontana vergata	Nos.	330
C	Ground Cover Plantation		
	Themberga erecta	Nos.	253
	Green Duranta	Nos.	287
	Thussa	Nos.	3
	Berbina	Nos.	Seasonal Bangai

	Gennia	Nos.	Dyanthaw
	Portula (office time)	Nos.	Aster
	Ferkeria	Nos.	6
	Sphagneticola trilobata	Nos.	81
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	210

Annexure: 4b – Academy Court -1

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Pelthophorum	Nos.	3
	Delonix regia	Nos.	3
B	Planting of S & H		
	Acalypha Dwarf 'green'	Nos.	600
	Acalypha Dwarf 'red'	Nos.	510
	Duranta golden 'hybrid'	Nos.	242
	Duranta varigeted	Nos.	145
	Hamelia patens	Nos.	126
	Nerium Oleander	Nos.	157
	Poinsettia albida	Nos.	10
	Tabernaemontana coro.	Nos.	52
	Hibiscus Hybrid	Nos.	150
	Rose Hybrid	Nos.	70
	Rose Hybrid floribunda	Nos.	60
	Ficus Ponda	Nos.	200
	Allamenda	Nos.	91
	Thumbergia erecta	Nos.	102
	Erentinum laxiflora	Nos.	176
C	Ground Cover Plantation		
	Wadelia	Sq.M.	84.84
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	565.1

Annexure: 4c – Academy Court -2

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Alstonia S	Nos.	2
B	Planting of S & H		
	Acalypha dwarf 'red'	Nos.	390
	Duranta golden 'hybrid'	Nos.	510
	Duranta goden ver	Nos.	310
	Hamelia patens	Nos.	375
	Plambago Capensis	Nos.	300

	Tabernaemontana Verig.	Nos.	120
	Tecoma Capansis	Nos.	560
	Hibiscus Lafrance	Nos.	490
	Ficus panda	Nos.	250
	Thumbergia erecta	Nos.	140
	Lantana Selvonina	Nos.	0
	Ficus Starlight	Nos.	52
	Plectranthus	Nos.	240
	Murraya paniculata	Nos.	4
	Erentinum laxiflora	Nos.	35
C	Gournd Cover Plantation		
	Asparagus Sprengri	Nos.	40
	Asparagus Myers	Nos.	90
	Ophiopogon jamburan	Nos.	14
D	Plantation of Lawn		
	Wedelia trilobata	Sq.M.	58.87
	Cymolon ductylon	Sq.M.	688.55

Annexure: 4d – Academy Court -3

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Areca lustescens	Nos.	49
	Delenix Regia	Nos.	1
B	Planting of S & H		
	Acalypha dwarf 'red'	Nos.	34
	Duranta golden 'hybrid'	Nos.	357
	Ficus benjamina 'var'	Nos.	6
	Nerium Oleander	Nos.	29
	Lantana sellovina	Nos.	37
	Hibiscus Hybrid	Nos.	239
	Bougianvillia	Nos.	21
	acalypha green	Nos.	78
	Almonda	Nos.	163
	Therubasia erecto	Nos.	171
C	Ground Cover Plantation		
	Wedelia trilobata	Sq.M.	86
D	Plantation of Lawn		
	Cynolon ductylon Sqm.	Sq.M.	642.6

Annexure: 4e – Academy Central Court Yard

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Tabebebu sps	Nos.	3
	Bauhna Blackeana	Nos.	8
B	Planting of S & H		
	Acalypha dwarf 'red'	Nos.	420
	Alpinia purpurata	Nos.	50
	Duranta 'var' small leaf	Nos.	690
	Bamboo golden	Nos.	150
	Duranta 'var' broad leaf	Nos.	275
	Hamelia patens	Nos.	60
	Ficus benjamina 'var'	Nos.	8
	Hibiscus Hybrid	Nos.	160
	Ficus panda	Nos.	610
	Boganevillia sps	Nos.	95
	Brassia Actinofolia	Nos.	5
	Acalypha Green	Nos.	284
	Allamanda	Nos.	23
	Crotan	Nos.	15
	Dreseana	Nos.	5
	Euphorbia milisplende	Nos.	24
	Vadelia	Nos.	186
	Ribbon Grass	Nos.	583
	Jasminum sambac(Mogra)	Nos.	56
	Mussanda Philippica	Nos.	8
C	Ground Cover Plantation		
	Ophiopogon Jamburan	Sq.M.	19.8
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	461
E	Seasonal & Perennial		
	Balsaminaceae	Nos.	1472
	Zinnia	Nos.	500
	French marigold	Nos.	441
	Gaillardia	Nos.	306
	Cosmos	Nos.	300

Annexure: 4f – Academy Management Training

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Bauhinia Variegata	Nos.	2
B	Planting of S & H		
	Ficus panda	Nos.	16

	Allamanda	Nos.	143
	Acalypha tricolour	Nos.	282
	Duranta 'var' small leaf	Nos.	67
	Duranta speciose	Nos.	
	Haelia patens	Nos.	86
	Nerium Oleander	Nos.	90
	Plambago Capensis	Nos.	120
	Tecoma Capensis	Nos.	208
	Tabernaemontana Coro.	Nos.	56
	Arecs Palm	Nos.	16
	Thembergia erecta	Nos.	264
	Alpinea Verigata	Nos.	4
	Duranta Golden	Nos.	429
	Chlora Fitum	Nos.	36
	Verbena candesis	Nos.	247
	Begonia bonistr	Nos.	5
C	Ground Cover Plantation		
	Rusellia Juncea	Sq.M.	3.6
D	Planting of Creeper		
	Petria Volubis	Nos.	1
E	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	211.14

Annexure: 4g – Academy Library

No.	Description	Unit	Approximate Physical Available Quantity
A	Planting of S & H		
	Dreseana tricolour	Nos.	56
	Duranta 'var' small leaf	Nos.	200
	Duranta golden hybrid	Nos.	20
	Hamelia patens	Nos.	100
	Tecoma Capensis	Nos.	150
	Hibiscus Lafrance	Nos.	170
	Areca palm	Nos.	6
	Alpinia Verigata	Nos.	19
	Petua Volubis	Nos.	130
	Acalypha Red	Nos.	120
	Acalypha Green	Nos.	150
	Langerstromia Indica	Nos.	5
	Jasminum Abyssinicum	Nos.	100
B	Ground Cover Plantation		
	Asparagus Sprengri	Sq.M.	16
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	415.14

Annexure-4h (a) : Academy Plan Training Centre ‘A’

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Bauhinia Blakena	Nos.	2
B	Planting of S & H		
	Acalypha tricolour	Nos.	215
	Duranta	Nos.	260
	Nerium Oleander	Nos.	80
	Plambago Capensis	Nos.	40
	Areca palm	Nos.	10
	Cholaro Phytum speciose	Nos.	100
	Hibisus hybrid	Nos.	374
	Plectranthus scutellarioides	Nos.	70
	Cestrum nocturnum	Nos.	20
	Russelia equisetiformis	Nos.	20
	Erythrina	Nos.	70
	Cuphea hyssopifolia	Nos.	15
C	Ground Cover Plantation		
	Asparagus sprengri	Sq.M.	7
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	181

Annexure: 4h (b) – Academy Plan Training Centre ‘B’

No.	Description	Unit	Approximate Physical Available Quantity
A	Planting of S & H		
	Tabermontana Coronoria	Nos.	60
	Alpinia purporata	Nos.	10
	Dracena Tricolour	Nos.	30
	Ficus panda	Nos.	30
	Tecoma Capensis	Nos.	150
	Thumbeigia erecta	Nos.	140
	Henelia Pattens	Nos.	40
	Nerium	Nos.	80
	Allmonda	Nos.	30
B	Ground Cover Plantation		
	Rusellia Juncea	Sq.M.	4.5
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	104.87

Annexure: 4i – Academy Cafeteria

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Areca lutescens	Nos.	19
	Plumeria alba	Nos.	2
	Cordic sabestina	Nos.	2
	Alstonia scholaris	Nos.	1
B	Planting of S & H		
	Alpinia purpurata	Nos.	253
	Dreseana tricolour	Nos.	39
	Duranta Golden 'hybrid'	Nos.	307
	Hamelia patens	Nos.	123
	Ficus panda	Nos.	278
	Tecoma Capensis	Nos.	133
	Hibiscus Hybrid	Nos.	119
	Hibiscus Lafrance	Nos.	85
	Tabernaemontana coro.	Nos.	193
	Acalypha red	Nos.	129
	Acalypha tricolour	Nos.	319
	Ficus bengamin	Nos.	2
	Alpenia Vergata	Nos.	266
	Crotan	Nos.	46
	Duranta Verigata	Nos.	176
	Lentana Depresa	Nos.	296
	Russelia equisetiformis	Nos.	39
	ophiopogon Jamburan	Nos.	51
	Alpenia Vergata	Nos.	25
	Dracena Tricolour	Nos.	11
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	733.84

Annexure: 5 – Director Bungalow

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Grivillia Robusta	Nos.	6
	Terminilia Cattapa	Nos.	13
	Mango	Nos.	5
	Custard Apple	Nos.	4
	Pomegranate	Nos.	5
	Pomelo	Nos.	5
	Java Plum	Nos.	1
	Moringa (Moringa Oleifera)	Nos.	3
B	Planting of S & H		
	Caliandra heamatocaephala	Nos.	24

	Duranta 'var' small leaf	Nos.	421
	Gardina Jasm.	Nos.	4
	Hibiscus Snoflore	Nos.	196
	Lxora Singaporensis	Nos.	32
	Mussanda Philippica	Nos.	25
	Nerium Oleander	Nos.	52
	Tecomastans gaudichaud	Nos.	331
	Ceasilipina pulcherima	Nos.	182
	Bougainvillia sps	Nos.	837
	Ficus benjamina	Nos.	49
	Ficus panda	Nos.	91
	Hemelia petens	Nos.	100
	Acalypha red	Nos.	763
	Hibiscus Hybrid	Nos.	0
	Duranta Golden	Nos.	1580
	Tabernaemontana Verig.	Nos.	52
	Furcaria	Nos.	1
	Hibscus Lufranca	Nos.	196
	Poinsettia albida	Nos.	4
	Bogain Villia thenna	Nos.	192
	Acalypha deveppa	Nos.	730
	Lady finger	Nos.	100
	pumpkin	Nos.	5
	bottle gourd	Nos.	6
	cucumber	Nos.	6
	Roses	Nos.	45
C	Ground Cover Plantation		
	Cuphea hyssopifolia	Sq.M.	4.2
	Pluinsere Alba	Nos.	2
D	Planting of Creeper		
	Allamanda	Nos.	7
E	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	1438.51

Annexure: 6 – Recreation/VIP Guest House

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Pticharda Palm	Nos.	9
	Azadarachta indica	Nos.	85
	Oreodaxa regia (Royal Palm)	Nos.	2
	Plumeria alba	Nos.	4
	Terminilia Cattapa	Nos.	13
	Bauhinia Blacknia	Nos.	40
	Delonix Regia	Nos.	25

	Peltophorum Ferrugium	Nos.	30
	Amla	Nos.	60
	Mango	Nos.	3
	Sheesham	Nos.	13
	Isora(Gondi)	Nos.	3
	Cassia fistula	Nos.	1
B	Planting of S & H		
	Cassia biflora	Nos.	261
	acalypha green	Nos.	700
	Duranta 'var' small leaf	Nos.	323
	Duranta 'var' broad leaf	Nos.	55
	Nerium Oleander	Nos.	280
	Ceasilipina pulcherima	Nos.	355
	Bougainvillia sps	Nos.	660
	Plumbago Capensis	Nos.	50
	Tabernamontana Varigated	Nos.	136
	Duranta Golden	Nos.	1464
	Acalypha red	Nos.	298
	Hibiscus snoflore	Nos.	173
	Gardenia Jasmonoides	Nos.	50
	Hemilia patenis	Nos.	106
	Diffenbachia exatica canulla	Nos.	20
	Tecoma gaudichaudi	Nos.	40
	Ficus Repens(Pumila)	Nos.	30
C	Ground Cover Plantation		
	Asparagus sprengri	Sq.M.	40.1
	Euphorbia milisplende	Nos.	25
D	Planting of Creeper		
	Allamanda	Nos.	84
	Vernonia	Nos.	200
	Russlia junaca	Sq.M.	40.32
	Vinca rosea hybrid	Sq.M.	12.2
E	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	1846.15

Annexure: 7 – Thandi Sadak and Jogging Track

No.	Description	Unit	Approximate Physical Available Quantity
A	Planting of Creeper		
	Quisqualis indica	Nos.	252
B	Tree Plantation		
	Golden Bamboo	Nos.	73
	Azadarachta indica	Nos.	30
	Peltophorum Feruginium	Nos.	5
	Millangtonia Hor	Nos.	4

	Alustania	Nos.	7
	Dalbergia sissoo	Nos.	20
	Delonix Regia	Nos.	25
	Tebobia	Nos.	5
	bauhinia blacknia	Nos.	10
C	Plantation of S & H		
	Ceasilpina Pulcherima	Nos.	130
	Poinsettia wite mini	Nos.	28
	Bougainvillia thima	Nos.	436
	Golden Duranta	Nos.	66
	Furcaria	Nos.	23
	Nerium Varigated	Nos.	322
	Hibiscus Varigated	Nos.	42
	Hibiscus Lafrance	Nos.	82
	Yucca	Nos.	32
	Langerstomia	Nos.	6
	Sensiveria golden	Nos.	105
	Gardenia	Nos.	15
	Callistemon Lansuleotus	Nos.	55
	Song of india	Nos.	50
	ophiopogon jamburan	Nos.	180
D	Ground Cover Plantation		
	Alternatheria	Sq.M.	13.39

Annexure: 8 – Hostel Block Planting Plan

No.	Description	Unit	Approximate Physical Available Quantity
	Plantation of S & H		
	Bougainvillia Red	Nos.	32
	Plantation of Lawn		
	Pttricharda Palm	Nos.	7
	Croton	Nos.	25
	Dracena tricolor	Nos.	18
	arica palm	Nos.	8
	hibiscus	Nos.	9
	Asparagus Sprengeri	Nos.	17
	Plantation of Lawn		
	Cynodon	Sq.M.	878
INDIVIDUAL TERRACES WING 4			
	Plantation of Creeper		
	Bougainvillia shubhra	Nos.	38
	Plantation of Lawn		
	Cynodon	Sq.M.	897
INDIVIDUAL TERRACES WING 2			
	Plantation of Creeper		
		Nos.	

	Bougainvillia shubhra	Nos.	120
	Plantation of Lawn	Nos.	
	Bougainvillia	Nos.	30
	Exora	Nos.	4
	musanda plant	Nos.	2
	Bougainvillia	Nos.	5
	Gulphonia	Nos.	9
	Murraya paniculata	Nos.	3
	Hamelia Patens	Nos.	3
	Nerium oliander	Nos.	4
	Furn	Nos.	51
	Plantation of Lawn		
	Cynodon	Sq.M.	813
INDIVIDUAL TERRACES WING 3			
	Plantation of Creeper		
	Bougainvillia shubhra	Nos.	75
	Plantation of Lawn		
	Habisous	Nos.	2
	Ticoma	Nos.	5
	Ficus	Nos.	2
	Tabernamontana	Nos.	3
	Plantation of Lawn		
	Cynodon	Sq.M.	822

Annexure: 9 – Hostel Front of Wings – Garden

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Plumeria alba	Nos.	13
	Golden Bamboo	Nos.	14
	Bambusa Nana Golden	Nos.	19
	Buddhas Bamboo	Nos.	3
B	Planting of S & H		
	Lantana Depresa	Nos.	40
	Acalypha green	Nos.	981
	Hiwian Hibiscus	Nos.	146
	Duranta Golden	Nos.	80
	Ficus panda	Nos.	25
	Thunbergia Erecta	Nos.	65
	Nerium Oleander	Nos.	355
	Ceasilipina pulcherima	Nos.	252
	Lentana sellovina	Nos.	60
	Bougainvillia	Nos.	1335
	Tabernamontana Varigated	Nos.	90
	Acalypha Batick	Nos.	160

	Acalypha Dwarf red	Nos.	95
	Sansevaria Golden Hanii	Nos.	200
	Lagerstromia Indica	Nos.	25
	Agava Americana	Nos.	85
	Tecoma gaudichaudi	Nos.	615
C	Ground Cover Plantation		
	Weddelia	Sq.M.	500
D	Planting of Creeper		
	Eurphorbia Milli Splendens	Sq.M.	1
E	Plantation of Lawn		
	Cynodon Ductylon	Sq.M.	3134.58

Annexure: 10 – Hostel Sides of Main Block Garden

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Oreodaxa regia	Nos.	11
	(Arica Palm)	Nos.	16
	(Ketmia Palm)	Nos.	3
B	Planting of S & H		
	Cassia biflora	Nos.	80
	acalypha green	Nos.	325
	Duranta Golden	Nos.	313
	Ficus panda	Nos.	290
	Nerium Oleander	Nos.	312
	Bougainvillia sps	Nos.	449
	Tabernomontana Variegata	Nos.	58
	Acalypha red	Nos.	136
	Plambago	Nos.	62
	Duranta Vertigata	Nos.	32
	Hibscus	Nos.	150
	Lentana selvonina	Nos.	24
	Ambrala Palm	Nos.	10
	Poinsettia albida	Nos.	2
	furkeria	Nos.	6
	cycus palm	Nos.	14
	musanda plant	Nos.	1
	exora	Nos.	25
	Ashoka	Nos.	7
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	1290.5

Annexure: 11 – Auditorium Landscaping

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Alstonia Scholaris	Nos.	16
	Plumeria alba	Nos.	3
	Oreodoxa Regia	Nos.	3
	Peltophorum Ferrugium	Nos.	23
	Grivillia Robusta	Nos.	18
B	Planting of S & H		
	Duranta speciosa	Nos.	243
	Ficus panda	Nos.	50
	Lxora Hybrid	Nos.	40
	Crotan	Nos.	103
	Nerium Oleander	Nos.	230
	Nerium (Dwarf)	Nos.	45
	Song of India	Nos.	24
	Acalypha Wilk. Tricolour	Nos.	508
	Tabernamontana Varigated	Nos.	513
	Exocoecaria Bicolour	Nos.	0
	Thavetia nerifolia	Nos.	125
	Cassia biflora	Nos.	65
	Heliconia sps	Nos.	20
	Hamelia patens	Nos.	243
	Ficus benjamina	Nos.	12
	Ceasilpina Pulcherima	Nos.	140
	Acalypha green/red/batick	Nos.	1426
	Duranta Golden	Nos.	1575
	Bougainvillia of different colours	Nos.	253
	Callindra Haematocaephala	Nos.	11
	Tecoma gaudichaudi	Nos.	110
	Acalypha Miniatures	Nos.	520
	Snowbush	Nos.	141
	Vinca	Nos.	60
C	Ground Cover Plantation		
	Asparagus sprengri	Sq.M.	17.64
	Vinca rosea hybrid duraf	Sq.M.	10
	Hebescus Varigated	Nos.	95
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	666.22

Annexure: 12 – Row House 2 Bed Room Unit (Bungalow 5-8)

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Bauhinia Variegata	Nos.	2
	Plumeria alba	Nos.	12
	sliver Rope	Nos.	2
	Mango	Nos.	15
	Drum Stick	Nos.	1
	Millangtonia Hor	Nos.	4
	Amla	Nos.	8
	black berry	Nos.	2
	Terminilia catappa	Nos.	1
	Azadarachta indica	Nos.	10
	Ashok	Nos.	1
B	Planting of S & H		
	Bougainvillia thima	Nos.	4
	Hibiscus Snowflore	Nos.	157
	Almenda	Nos.	171
	Acalypha Batick	Nos.	160
	Golden Duranta	Nos.	286
	Duranta Green	Nos.	6
	pomegranate	Nos.	3
	Lemon	Nos.	4
	Poinsettia albida	Nos.	3
	custard apple	Nos.	3
	Syzygium cumini (jamun)	Nos.	4
	Papaya	Nos.	2
	Guava	Nos.	1
	Jasminum	Nos.	65
	Drycena Tricolour	Nos.	7
	Song of india	Nos.	10
	heloconia	Nos.	140
	umbrella palm	Nos.	4
	Money Plant	Nos.	6
	tulsi	Nos.	36
	sansevieria golden	Nos.	75
	Dracaena	Nos.	5
	Cotton Plant	Nos.	1
	Almenda	Nos.	7
	ptricharda Palm	Nos.	1
	Areca palm	Nos.	2
	Bird of paradise	Nos.	4
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	427.29

Annexure: 13 – Row House 3 Bed Room Unit (Bungalow 9-12)

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Azadritcha	Nos.	0
	Tebobia	Nos.	1
	Banhinia Blakena	Nos.	0
	Gulmohar (Dallanix)	Nos.	0
	Terminilia catappa	Nos.	0
	Codia	Nos.	0
	Syzygium cumini (jamun)	Nos.	0
	Mango	Nos.	0
B	Planting of S & H		
	Duranta Spesciosa Vari	Nos.	208
	Nerium Oleander	Nos.	50
	Acalypha Batic	Nos.	100
	Bougainvillia	Nos.	20
	Hibscus	Nos.	15
	pomegranate	Nos.	5
	Lemon	Nos.	2
	Tecomacapensis	Nos.	1
	Aegle marmelos	Nos.	0
	papaya	Nos.	0
	Plumeria (champa)	Nos.	0
	aglaonema	Nos.	10
	Exora	Nos.	0
	erica palm	Nos.	10
	Plumeria alba	Nos.	1
	Royal Palm	Nos.	3
	Banana	Nos.	1
	custard apple	Nos.	0
	Zinnia	Nos.	60
	golden duranta	Nos.	100
C	Plantation of Creeper		
	Allamanda	Nos.	0
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	289

Annexure: 14- Row House Officers (Bungalow 1-4)

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Grevelia	Nos.	3
	Guava	Nos.	1
	Mango	Nos.	2

	Ashok	Nos.	15
	Terminilia catappa	Nos.	9
	Plumeria Alba	Nos.	7
	Dalbergia sissoo	Nos.	2
	Azadritcha	Nos.	2
	Guraad	Nos.	2
	Syzygium cumini	Nos.	1
	peepal	Nos.	1
B	Planting of S & H		
	Bougainvillia	Nos.	115
	Acalypha Red/Green	Nos.	442
	Nerium Oleander	Nos.	5
	Jasminium Sambac	Nos.	16
	Habiscus	Nos.	25
	Papaya	Nos.	10
	Curry tree	Nos.	1
	Lemon	Nos.	4
	Banana	Nos.	10
	Jasminum sambac	Nos.	20
	custard apple	Nos.	3
	Nyctanthes arbor-tristis	Nos.	1
	Aegle marmelos (bel patri)	Nos.	3
	pomegranate	Nos.	3
	Jatropha	Nos.	2
	Clerodendrum	Nos.	1
	Golden Duranta	Nos.	50
	Balsom	Nos.	100
	zinnia	Nos.	70
	umbrella palm	Nos.	10
	Helianthus	Nos.	80
C	Plantation of Creeper		
	Allamanda	Nos.	84
D	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	435.71

Annexure: 15 (a) – Staff Housing

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Millingtonia Hortensis	Nos.	4
	begonia blakeana	Nos.	0
	Dalbergia sissoo (Sheesham)	Nos.	5
	Mango	Nos.	1
	Murraya koenigii (curry leaf)	Nos.	0
	ceasilpina pulcherima	Nos.	0

	Casia samia	Nos.	8
	Papaya	Nos.	9
	Guava	Nos.	2
	Syzygium cumini	Nos.	1
B	Planting of S & H		
	Acalypha Green	Nos.	380
	Bougainvillia Sps	Nos.	120
	Nerium Oleander	Nos.	90
	Duranta Golden	Nos.	96
	Ficus Benjamina	Nos.	1
	Hibiscus	Nos.	8
	Dabbi Tobernamentma	Nos.	8
	Jasminum abyssimicum	Nos.	8
	Exora	Nos.	1
	Murraya paniculata	Nos.	1
	Jasminum sambac	Nos.	1
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	503.34

Annexure: 15 (b) – Post Office Landscaping

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Banana	Nos.	4
	Casiasamia	Nos.	1
	Dalbergia sissoo	Nos.	4
	mango	Nos.	2
	Ashok	Nos.	1
	Azadirachta indica	Nos.	2
B	Planting of S & H		
	Gardinia	Nos.	12
	Bougainvillia sps	Nos.	45
	Aclepha	Nos.	40
	Allmenda	Nos.	20
	Duranta Golden	Nos.	30
	Plambago	Nos.	10
	Erythrinia	Nos.	1
	Ficus benjamina	Nos.	4
	Jasminum abyssimicum	Nos.	20
C	Ground Cover Plantation		

Annexure: 16 (a) – Service Gate

No.	Description	Unit	Approximate Physical Available Quantity
	Narium	Nos.	12
	Thavetia Nerigolia	Nos.	13
	Tecoma gaudichaudi	Nos.	10
	Pongamia pinnata(kanji)	Nos.	1
	Alstonia tree	Nos.	3
	Orange	Nos.	1
	Boganevillia sps	Nos.	5
	Allamenda	Nos.	37
	Melia azedarach(bakan)	Nos.	2

Annexure: 16 (b) – Landscaping Outside Cafeteria

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Oreodoxa Regia	Nos.	8
B	Planting of S & H		
	Areca palm	Nos.	7
	Farucaria	Nos.	6
	Bougainvillia Pixi	Nos.	159
	Nerium Oleander	Nos.	113
	Aclypha Red	Nos.	613
	Aclypha Tricolour	Nos.	169
	Thuja occidentalis	Nos.	2
	Murraya paniculata(madhu kamini)	Nos.	3
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	387.6

Annexure: 17 A – Green House (Indoor Plants) 12” POT

No.	Description	Unit	Approximate Physical Available Quantity
	Agleonema Pseudobra	Nos.	110
	Agleonema Silver King	Nos.	320
	Asparagus sprengri	Nos.	140
	Calathea zabrina	Nos.	200
	Draceana Mahatama	Nos.	12
	Draceana Marginata	Nos.	22
	Diffenbachia Amoena	Nos.	210
	Diffenbachia Exotica Cami	Nos.	50
	Ficus Benjamina	Nos.	28
	Ficus Benjamina Varigata	Nos.	4
	Monstera Delicosa	Nos.	100
	Philodenderon sps	Nos.	5

	Schefflera Varigata	Nos.	138
	syngonium sps	Nos.	240
	Juniper	Nos.	65
	Alpinia Varigata	Nos.	70
	Adenium Obesum	Nos.	30
	Podocarpus sps	Nos.	22
	Ophiopogon	Nos.	150
	Crytanthus Bromeliodes	Nos.	35
	Brunfelsia Americana	Nos.	30
	Aphelandra Criatata	Nos.	5
	Manihot Varigata	Nos.	5
	Heliconia Sps	Nos.	22
	Cholorophytum Speciosa	Nos.	76
	Bird of Paradise	Nos.	51
	Beaucarnea Recurvata	Nos.	6
	Begonia Sps	Nos.	20
	Pandanus	Nos.	136
	Maranta Sps	Nos.	168
	Rose Hybrid	Nos.	522
	Spathiphyllum	Nos.	108
	Cana	Nos.	2
	Lily	Nos.	82
	Euphorbia milisplende	Nos.	95
	Hibiscus lafrance	Nos.	72
	Dracena colorama tricolour	Nos.	90
	Murraya paniculata(madhu kamini)	Nos.	32
	Aralia Balfour	Nos.	14
	Jasminum sambac	Nos.	25
	Ixora singaporensis	Nos.	26
	Epipremnum aureum(Mini Plant)	Nos.	62
	Plumeria Alba	Nos.	70
	Crotan	Nos.	53
	Ferkeria	Nos.	5
	Song of India	Nos.	70
	Plectranthus scutellarioides	Nos.	60
	Kalanchoe blossfeldiana	Nos.	263
	Chrysanthemum	Nos.	307

Annexure: 17 B – Palms 12” Potted Plant

No.	Description	Unit	Approximate Physical Available Quantity
	Chrysalidocarpus Lutesc	Nos.	35
	Kentia Palm	Nos.	52
	Licuala Grandis	Nos.	56
	Pritchardia Pacifica	Nos.	38

	Trinax Parviflora	Nos.	2
	Cycas	Nos.	44
	Zamia Fururacea	Nos.	12

Annexure: 17 C – Flower in beds (Seasonal & Perennial)

No.	Description	Unit	Approximate Physical Available Quantity
	Chrysanthemum	Nos.	200
	Cosmos	Nos.	300
	Gaillardia	Nos.	600
	Zinnia	Nos.	300
	French marigold	Nos.	200
	Balsaminaceae	Nos.	204

Annexure: 18 – Tree Plantation

No.	Description	Unit	Approximate Physical Available Quantity
	Alstonia Scholaris	Nos.	37
	Azadarichta Indica	Nos.	443
	Bauhinia Blacknia	Nos.	307
	Cassia Javinaca	Nos.	30
	Cassia Fistula	Nos.	17
	Callistemon Lansuleotus	Nos.	4
	Ceasalpina Pulcherima	Nos.	227
	Cordia Sabistina	Nos.	62
	Delonix Regia	Nos.	440
	Erythrinia Vatigata	Nos.	78
	Grevillia Robusta	Nos.	48
	Jacaranda Mimosifolia	Nos.	46
	Langerstromia Indica	Nos.	119
	Melia Azadarchta	Nos.	513
	Millangtonia Hor	Nos.	159
	Ficus Benjamina	Nos.	12
	Samanea Saman	Nos.	6
	Peltophorum Feruginium	Nos.	240
	Spathodica Campanulata	Nos.	88
	Ashoka	Nos.	119
	Termenilia Cattapa	Nos.	32
	Banana	Nos.	70
	Bougenvillia of different col.	Nos.	947
	Bamboo	Nos.	434
	Mango	Nos.	49
	Gauva	Nos.	58
	Amla	Nos.	125
	Pride of India	Nos.	42

	Arjun	Nos.	46
	Alustania	Nos.	74
	Sheesham	Nos.	334
	Ziziphus(Bair)	Nos.	51
	Tamarindus indica(Imli)	Nos.	14
	Banyan (Bargad)	Nos.	3
	Peepal	Nos.	27
	Punica granatum(Anaar)	Nos.	26
	Syzygium cumini(Jamun)	Nos.	2
	Nerium oleander(yellow)	Nos.	45
	Tecoma	Nos.	80
	Mulberry(Shahtoot)	Nos.	2
	Lime	Nos.	7
	Jackfruit(Kathal)	Nos.	2
	Capparis decidua(kair)	Nos.	25
	Prosopis cineraria(khejri)	Nos.	20
	Palash(Khakar)	Nos.	60
	Diospyros melanoxylon(tendu)	Nos.	110
	Madhuca longifolia(Mahua)	Nos.	12
	Eucalyptus(nilgiri)	Nos.	17
	Thussa	Nos.	11
	Guraad	Nos.	13
	Anthriscus cerefolium(chervil)	Nos.	37
	Nyctanthes arbor(harshringar)	Nos.	3
	Pongamia pinnata(kanji)	Nos.	36

Annexure: 19 – Old L&T Project office(Now Subordinate office)

No.	Description	Unit	Approximate Physical Available Quantity
A	Tree Plantation		
	Ashok	Nos.	2
	Gulmohar (Dallanix)	Nos.	2
	Eucalyptus	Nos.	15
B	Planting of S & H		
	Duranta Golden	Nos.	232
	Boganevillia sps	Nos.	107
	Tecoma	Nos.	26
	Ficus benamina	Nos.	2
	Ferkeria	Nos.	2
	Hibiscus lafrance	Nos.	184
C	Plantation of Lawn		
	Cynolon ductylon	Sq.M.	257.07

Annexure: 20 – Indoor Plant in Academy Premises

No.	Description	Unit	Approximate Physical Available Quantity
A	Planting of S & H		
	Agleonema Pseudobra	Nos.	49
	Agleonema Silver King	Nos.	144
	Draceana Mahatama	Nos.	63
	Draceana Marginata	Nos.	5
	Diffenbachia Exotica Cami	Nos.	22
	Ficus Benjamina	Nos.	71
	Ficus Benjamina Varigata	Nos.	17
	Philodenderon sps	Nos.	46
	Schefflera Varigata	Nos.	130
	syngonium sps	Nos.	33
	Juniper	Nos.	110
	Podocarpus sps	Nos.	2
	Heliconia Sps	Nos.	27
	Cholorophytum Speciosa	Nos.	23
	Beaucarnea Recurvata	Nos.	24
	Pandanus	Nos.	64
	Maranta Sps	Nos.	46
	Rose Hybrid	Nos.	160
	Lily	Nos.	3
	Hibiscus Sps	Nos.	60
	Dracena colorama tricolour	Nos.	45
	Murraya paniculata(madhu kamini)	Nos.	15
	Aralia Balfour	Nos.	53
	Jasminum sambac	Nos.	4
	Ixora singaporensis	Nos.	32
	Epipremnum aureum(Mini Plant)	Nos.	17
	Plumeria Alba	Nos.	4
	Crotan	Nos.	62
	Song of India	Nos.	31
	Areca palm	Nos.	91
	Ptricharda Palm	Nos.	59
	Ribbon Grass	Nos.	14
	Acrostichum aureum(Golden Fern)	Nos.	23
	Araucaria columnaris(Christmas Tree)	Nos.	20
	Golden press	Nos.	9
	Terminilia Cattapa	Nos.	2
	Bassia scoparia(Kochia)	Nos.	8
	Golden Duranta	Nos.	86
	Ashok	Nos.	52
	Putranjiva	Nos.	46
	Thavetia Nerigolia	Nos.	14

	Boganevillia sps	Nos.	32
	Ficus Panda	Nos.	36
	Azadirachta indica	Nos.	5
	Alovera	Nos.	4
	Thussa	Nos.	2
	Euphorbia milisplende	Nos.	45
	Poinsettia white	Nos.	7
	Green fern	Nos.	2
	Robinia pseudoacacia(Golden brush)	Nos.	10
	Gerbera jamesonii	Nos.	10
	Allamenda	Nos.	15
	Mimosa pudica(chui Mui)	Nos.	2
	Kalanchoe blossfeldiana	Nos.	2
	Ocimum tenuiflorum(Tulsi)	Nos.	2
	Zingiber officinale(Adarak)	Nos.	16
	Jatropha curcas	Nos.	19
	Cymbopogon(Lemon Grass)	Nos.	4
B	Plantation of Creeper		
	Pyrostegia venusta(begonia venusta)	Nos.	26

2 Scope of Work

- 2.1 The Contractor should carry out maintenance work of gardening of the area as specified in section-V keeping the plants (trees, shrubs, hedges, Ground covers and lawn area) in healthy and vigorous growing conditions adopting standard work practices, using standard quality of equipments and applying fertilizer, insecticide, pesticides and good quality garden soil, manure, and consumables etc.
The fertilizers, insecticide, pesticides and good quality garden soil, sand, earthen pots, manure, and consumables as per clause-4.12 of section-V, special condition of contract etc shall be provided by the Academy on demand.
- 2.2 The complete maintenance of gardening work of the Academy premises is classified and earmarked in Layout Plan drawing enclosed with the bid document, in following manner:
- I. "Z" AREA - Maintenance and up keeping of Garden Area around the Buildings, terrace gardens and cleaning of unwanted vegetation of its surroundings on day to day basis.
 - II. "Y" AREA - Maintenance and up keeping of tree plantation area and cleaning of unwanted vegetation of trees plantation area and in non plantation area (service trench, storm water drain and open patches) on day to day basis.
 - III. "X" AREA - Maintenance and up keeping tree plantation area and cleaning of unwanted vegetation on periodical basis (two times in a year).
 - IV. "N" AREA - Maintenance and up keeping of Nursery /Green House including potted plants, on regular basis.
- 2.3 Excavation of earth pit for new plantation work in designated areas and plantation of new plants, shrubs, trees etc. complete as per clause-4.9 of Section-V and other terms and conditions of contract.

2.4 Minimum Number of Manpower

- 2.4.1 The contractor has to employ sufficient numbers of manpower for performance of contractual obligations. However the contractor should employ minimum 988 man days in a month and also ensure deployment of minimum 36 workmen and two supervisors for the work.
- 2.4.2 The scale of manpower prescribed above is the minimum requirement on regular basis, however the contractor shall be required to provide the services as stipulated in the 'Specification of Work, Scope of Work and Special condition of Contract' at Section-V and 'Bill of Quantities' at Section-VI by deploying extra workmen and supervisor, if required. If for this purpose additional manpower is required, it shall be the responsibility of the contractor to provide the same at his own cost and no extra payment shall be admissible on this account.

3 SEPCIFICATION OF WORK

- 3.1 " Z" AREA - Maintenance and up keeping of Garden Area around the Buildings & terrace gardens of the premises and cleaning of unwanted vegetation of its surroundings on day to day basis.
 - 3.1.1 The contractor has to remove, regularly, the weeds and growth of unwanted shrubs, trees (specifically "Shoobabool") grown in gardening and lawns areas. Contractor shall have to engage required number of persons for de-weeding of unwanted vegetation growth. Besides de-weeding contractor shall have to carry out cutting mowing applying manures, fertilizers insecticides, pesticides as required and watering as per need, to keep the lawn green & in best aesthetic look.
 - 3.1.2 The scope of work includes cutting mowing, mulching, forking, watering, pruning, applying manure, applying pesticides, insecticides etc. for maintenance of lawns, hedges, shrubs, flower bed trees etc.
 - 3.1.3 The garden area & surrounding area of buildings shall require removing unwanted and undesirable shrubs, weeds, grass, trees, plants etc. The contractor shall keep garden area free of weeds and unwanted / undesirable shrubs, grass, trees, plants on regular basis .The contractor shall ensure to remove the entire root system to eradicate / minimize these unwanted and undesirable plants.
 - 3.1.4 The scope of work include the applying fertilizer as needed in periodical basis Exercise proper caution and take measures necessary to avoid plant burn.
 - 3.1.5 Inspect all plants including lawn for disease or insect damage weekly. Treat affected material immediately with prescribed insecticides and fungicides.
 - 3.1.6 Remove damaged or diseased growth from trees, shrubs ground covers and lawn regularly whenever noticed.
 - 3.1.7 Immediately remove any dead or dying plants not in a vigorous thriving condition. Replacement shall be the same species. The minimum size (Height) of replaced plant should be as under:

Tree plants	-	2000 mm
Shrubs plants	-	450 mm
Creepers plants	-	600 mm
Ground cover plants	-	300 mm
Flower bed	-	150 mm

No extra cost will be paid for replacement of such plant

- 3.1.8 Mow lawn regularly whenever found overgrown with lawn mower. Remove clippings, also use light roller to give uniform level.
- 3.1.9 Topping of lawns with good garden soil as per the requirement.
- 3.1.10 Trim all trees and shrubs to establish desired form, habit and appearance, as per instruction.
- 3.1.11 As it becomes evident that certain lawn and ground covers have not uniformly or properly established, dried or damaged, it should be replanted in the areas immediately with the same plants and quantity as specified and maintain as specified for 90% coverage of healthy, actively growing grass and ground covers.
- 3.1.12 The Contractor shall, without any additional charge to the employer, renew or replace any dead or defective plants/grass/lawn and shall fully maintain the whole landscape during contract period.
- 3.1.13 The Contractor shall keep the site of works neat and clean during the execution of the work. Any debris found at or near the site of work shall be removed immediately as and when so required by the Architect/Project Engineer in Charge.
- 3.1.14 The scope of work include irrigation of planting areas as required to ensure active growth keeping areas moist but not saturated.
- 3.1.15 Re stake, tighten, repair guys and reset to proper grades or upright position any plants that are not in their proper growing position.
- 3.1.16 SEASONAL FLOWER PLANTS / Flower Bed

The Contractor shall have to identify the seasonal flowers to be grown in designated area, in consultation with the employer, in advance. Depending upon the area where type of seasonal flower plants are to be grown, required number of seedling of the variety identified, shall be provided by the contractor. It will be the responsibility of the contractor to replace seedlings if they die or perish in any other way. After planting the seedlings contractor shall have to carry out all good horticultural practices likely watering, manuring, aeration, deweeding applying of pesticides/insecticides etc. to ensure proper growth and blooming of the flowers. After the end of blooming season the plants shall be removed and shall be utilized for preparing compost for which the contractor shall make the arrangement. Sometimes soil of the flower beds may be required to be replaced for maintaining fertility or for some other reason.

- 3.1.17 A tentative list of different types of seasonal flowers and shrubs to be grown in different seasons is listed below.

Winter:	Summer :	Rainy Seasons :
1. Dahlias Mixed	1. Portulaca	1. Zinnia
2. Aster Hybrid (tall)	2. Gompherena	2. Kochia
3. Phlox	3. Gillardia	3. Sunflower
4. Single petunia Fi-Hybrid	4. French marigold	4. Gompherena
5. Lobellia	5. Zinnia Pimula cut & come again	5. French Marigold
6. Pansy Giant Fi Hybrid	6. Amarant hus (Repacked)	6. Portulaka
7. Antirrhinum Fi Hybrid	7. Petunia Single	7. Croepisis
8. Antirrhinum Fi Hybrid (M.P.)	8. Balsam	8. Balsam

9. Antirrhinum Fi Hybrid (L.D.)	9. Sunflower Double Dwarf	9. Gledulus
10. Pansy Swiss	10. Celosia Circatata	10. Galardia
11. Antirrhinum Tall (Majus)	11. Celosia forest fire	11. Celosia
12. Star Phlox Twinkle	12. Zinnia Giant Double flowering	12. Cockscomp
13. Verbena Mammoth		13. Kamini
14. Calendula Fi Hybrid		
15. Salvia Mixed Hybrid		
16. Antirrhinum		
17. Aster Dwarf		
18. Single petunia bedding Mix		
19. Antirrhinum Dwarf		
20. Marigold Inca Fi Hybrid		
21. Phlox		
22. Desert pea		
23. Double Petunia Fi-Hybrid		
24. Ornamental Kale		
25. Chrysanthemum		

3.1.18 Perennial Flower Bed : In case of beds where perennial plants are planted contractor shall carry out all the good horticultural activities likely watering, manuring, aeration, deweeding applying of pesticides/insecticides etc. to ensure proper growth and blooming of the flowers and plants.

3.1.19 There are various variety of hedge in the premises. Contractor shall be required to carry out good horticultural practices like watering, manuring, aeration, mulching, forking applying of pesticides and insecticides etc. for the proper growth of the hedge. Regular cutting shall be done to maintain proper shape and neatness to give aesthetic and pleasant look.

3.1.20 various types of trees have also been planted in the premises. Maintenance of these plants including watering manuring, aeration, cutting pruning, mulching applying pesticides/insecticides, etc. shall be the responsibility of the contractor.

3.1.21 The contractor has to make "Thala" (a soccer type shallow soil pit around the tree for aeration, proper watering) for each and every tree.

3.2 "Y" AREA - Maintenance and up keeping of tree plantation area and cleaning of unwanted vegetation of trees plantation area and in non plantation area (service trench , storm water drain and open patches) on day to day basis.

3.2.1 Various types of trees & shrubs have also been planted in this designated area. Maintenance of these trees including watering manuring aeration, applying pesticides/insecticides, pruning, cutting, mulching etc. shall be the responsibility of the contractor.

3.2.2 The contractor has to make "Thala" (a soccer type shallow soil pit around the tree for proper aeration, watering) for each and every tree.

3.2.3 The contractor has to remove, regularly, the weeds and growth of unwanted shrubs, trees (specifically "shoo babool) of these areas, on regular basis. The contractor should keep this area neat and orderly at all time during contract period.

- 3.2.4 Contractor shall have to engage required number of persons for de-weeding removing of unwanted vegetation growth.
- 3.2.5 It is the responsibility of the contractor to trim, prune, cut all the trees and shrubs, to established desired form, habit and aesthetic and pleasant look appearance
- 3.2.6 This area comprises services trenches for cable, pipe lines etc. and non plantation area. It is the responsibility of contractor to keep clean all area over service trench and non plantation area by removing unwanted and undesirable shrubs, weeds, grass, trees, plants etc., at all time during contract period. The contractor shall ensure to remove the entire root system to eradicate / minimize these unwanted and undesirable plants, specifically, "shoo babool".
- 3.2.7 The scope of work include the applying fertilizer & manure etc as needed in periodical basis Exercise proper caution and take measures necessary to avoid plant burn.
- 3.2.8 The scope of work includes the replenishment of soil, if necessary.
- 3.2.9 Inspect all plants for disease or insect damage weekly. Treat affected material immediately with prescribed insecticides.
- 3.2.10 Remove damaged or diseased growth from trees, shrubs ground covers and lawn regularly whenever noticed.
- 3.2.11 Immediately remove any dead or dying plants not in a vigorous thriving condition. Replacement shall be the same species. The minimum size (Height) of replaced plant should be as under:

Tree plants	-	2000 mm.
Shrubs plants	-	450 mm
Creepers plants	-	600 mm
Ground cover plants	-	300 mm
Flower bed	-	150 mm

No extra cost will be paid for replacement of such plant
- 3.2.12 As it becomes evident that certain trees / shrubs have dried or damaged, it should be replanted in the areas immediately with the same plants and quantity as specified. The Contractor shall, without any additional charge to the employer, renew or replace any dead or defective plants/ and shall fully maintain the whole landscape during contract period.
- 3.2.13 The scope of work include irrigation of planting areas as required to ensure active growth keeping areas moist but not saturated.
- 3.2.14 Re stake, tighten, repair guys and reset to proper grades or upright position any plants that are not in their proper growing position.
- 3.3 "X" AREA - Maintenance and up keeping tree plantation area and cleaning of unwanted vegetation on periodical basis (two times in a year).
 - 3.3.1 Various types of trees & shrubs have also been planted in this designated area. Maintenance of these trees including watering manuring aeration, applying pesticides/insecticides, pruning, cutting, mulching etc. shall be the responsibility of the contractor.
 - 3.3.2 The contractor has to make "Thala" (a soccer type shallow soil pit around the tree for proper aeration, watering) for each and every tree.
 - 3.3.3 The contractor has to remove, regularly, the weeds and growth of unwanted vegetation around tree (1.00 mt dia,) on regular basis for proper growth of tree.

- 3.3.4 Contractor shall have to engage required number of persons for de-weeding removing of unwanted vegetation growth.
- 3.3.5 It is the responsibility of the contractor to trim, prune, cut all the trees and shrubs, to established desired form, habit and aesthetic and pleasant look appearance
- 3.3.6 The scope of work include the applying fertilizer and manure etc as needed in periodical basis Exercise proper caution and take measures necessary to avoid plant burn.
- 3.3.7 Inspect all plants for disease or insect damage weekly. Treat affected material immediately with prescribed insecticides/ pesticides / fungicides.
- 3.3.8 Remove damaged or diseased growth from trees, shrubs ground covers and lawn regularly whenever noticed.
- 3.3.9 Immediately remove any dead or dying plants not in a vigorous thriving condition. Replacement shall be the same species. The minimum size (Height) of replaced plant should be as under:

Tree plants	-	2000 mm
Shrubs plants	-	450 mm
Creepers plants	-	600 mm
Ground cover plants	-	300 mm
Flower bed	-	150 mm

No extra cost will be paid for replacement of such plant

- 3.3.10 As it becomes evident that certain trees / shrubs have dried or damaged, it should be replanted in the areas immediately with the same plants and quantity as specified. The Contractor shall, without any additional charge to the employer, renew or replace any dead or defective plants/ and shall fully maintain the whole landscape during contract period.
- 3.3.11 The scope of work include irrigation planting areas as required to insure active growth keeping areas moist but not saturated. Regular irrigation as necessary to avoid erosion and gulling.
- 3.3.12 This area is complete Jungle area but maximum number of tree plantation has been done in this area as mentioned at Annexure 18 of clause 1 of this section. There are certain trees and plant which are grown naturally. It is the responsibility of contractor to removing unwanted and undesirable shrubs, weeds, grass, in periodical basis (two times in a year) during the contract period. The contractor shall ensure to remove the entire root system to eradicate / minimize these unwanted and undesirable plants, specifically, "Shoobabool".
- 3.4 " N " AREA - Maintenance and up keeping of Nursery /Green House including potted plants, and up keeping on regular basis basis.
 - 3.4.1 Area earmarked for nursery is to be maintained as nursery for propagation of plants. This place shall be used for storage of mother plants, budding or any other activities related with the storage and propagation of plants.
 - 3.4.2 There are number of potted plants placed in the Nursery / Green House and in different building of the Academy. Number of potted plants, its varieties are specified at annexure 17A & B of Clause 1of this section. The Contractor shall maintain these potted plants in the nursery / green House. The Contractor shall maintain the nursery / green House for replenishment and multiplication of plants.

- 3.4.3 It shall be the responsibility of the contractor to placed the potted plant from Nursery to different buildings, time to time for interior arrangement. The potted plant will be used in functions, seminars, training courses or even in normal working days in rooms of Guest Houses, Academy Building, Auditorium, Recreation Complex, and other building and places in the Academy premises.
- 3.4.4 The potted plants shall be maintained by the contractor by applying good horticultural practices like watering, manuring, aeration, applying pesticides/insecticides and replacing the soil of the pot as and when required, removing dead leaves, cleaning leaves & stem, to give it shining look, cleaning & colouring of flower pots.
- 3.4.5 All dead plants, including ornamental one shall have to be replaced immediately. Replacement shall be the same species and size as originally planted. No extra cost will be paid for replacement of such plants.
- 3.4.6 All dead dying and yellowing leaves and dead flowers should be removed daily.
- 3.4.7 All plant with woolly, hairy or velvet leaves and cacti are to be dusted regularly.
- 3.4.8 Moss grass, string, stems required for some potted plant shall be provided adequately. These moss stick shall be changed time to time as per the requirement.
- 3.4.9 If any pests or diseases are found on plants, they should be sprayed thoroughly with suitable insecticide / pesticide or fungicide, paying particular attention to the underside of the leaves. The insecticide / pesticide or fungicide shall be used strictly according to the manufacture's instruction.
- 3.4.10 All pots shall looks all time neat, clean and painted regularly.
- 3.4.11 If it is found that any earthen pot of potted plant is damaged or in bad shape, the contractor shall replace it with new one. However it will be the responsibility of contractor to replace the plant in new pot with intact condition. No extra payment will be admissible on this account. The cost of pot will be recovered from the contractor.

4 SPECIAL CONDITION OF CONTRACT

- 4.1 The Contractor should maintain gardening and landscape area in the Academy, keeping in mind the cleanliness, aesthetic appeal and pleasant look ,whole the year.
- 4.2 Contractor should ensure that gardening should be maintained as per the original concept.
- 4.3 The scope of work include to prepare, provide, maintain the indoor plants, suited to the specific locations in different buildings within the Academy premises.
- 4.4 The scope of work includes manuring, replenishment of soil, cutting, pruning, trimming of trees, hedges, bushes flower beds etc, on regular basis, to enhance the aesthetic appeal in the premises.
- 4.5 The Contractor shall arrange manpower, equipments, to carry out the maintenance work in all respect.
- 4.6 The scope of work include irrigation of garden work as required to insure active growth of plants, keeping areas moist but not saturated.
- 4.7 It is the responsibility of contractor to re stake, tighten, repair guys and reset to proper grades or upright position any plants that are not in their proper growing position.

Preparation of New Plants

4.8 The Contractor will have responsibility of producing new plants from seeds, stem cuttings, stem sections, leaf cuttings, divisions, plantlets, air laying, grafting, etc. Also he will have to produce new cultivars and hybrids of existing plants. No extra payment shall be made in this regard.

4.9 Plantation Work:

4.9.1 The contractor shall do the new plantation work in designated area, as per the instruction / drawing, to be issued at that time. The reproduced plants / sapling prepared at nursery from seeds, stem cuttings, stem sections, leaf cuttings, divisions, plantlets, air laying, grafting, etc. shall be utilized for this purpose. Preparation of pits/ bed shall be include the following and shall be payable on Item Rate basis.

4.9.2 Excavation of pits in all kind of soil, soft or hard murrum, loos clay, in hard rock by manual / mechanical equipments/ chiseling etc. including spreading the excavated material anywhere within the academy premises, as per the instructions. The pit size for plantation will be as under:

For tree plantation - 1 m X 1 m X 1 m

For shrubs, Hedges and creepers - 0.60 m X 0.60m X 0.60 m

For ground cover plantation - the trench should be 1 mX1mX0.30 m deep

The contractor will not be paid extra when the size of excavated pit is exceeding the required size.

4.9.3 After excavation of required size pit for plantation, the pit is to be treated with insecticide powder of repute approved make with 0.04 concretization @ 15gm/Sq mt or as per manufacturer's specification, before filling it with earth and manure.

4.9.4 The clods and lump free soil and manure mixed uniformly in ratio of 2:1 to be filled in prepared pit.

4.9.5 Before plantation required fertilizer shall be applied in prepared pit.

4.9.6 The garden soil and manure to be filled in the pit shall be in such a way that top of pit / trench/ bed remains at the level of the surrounding ground level after water, leveling and consolidating.

4.9.7 Once the mix of soil and manure filled, for plantation of plant a planting hole to be dig out which would be wide enough to allow the roots and to be inserted at the correct level. Insert the plant carefully and return the soil-manure mix around and between the roots and firm it well and water the plant, immediately.

4.9.8 Immediately after plantation of plant, if necessary, the planted plant to be fixed with stake of hard wood including tying it with rope,

4.9.9 After plantation, during the contract period, the contractor should take care and maintenance of planted plant as per the scope of work as specified at clause 2 of this Section. Throughout the contract period the contractor shall carry out the maintenance and up keeping of new plantation work under the scope of maintenance of Gardening work as specified at clause 2&3 of this Section. No extra shall be payable on that account.

4.9.10 The contractor shall without any additional cost renew or replaced any dead or defective plant if found dead in new plantation. The replacement shall be the same species and size as originally planted.

4.10 The civil work, the part of landscaping such as flag stone edging, flag stone walk ways, masonry retaining walls, brick on edging, rockery etc. shall be within the scope of work. It shall be responsibility of the contractor to repair and maintain. These civil work, part of the landscape in good condition. It includes the cost of material and man power etc. No extra payment would be admissible in this regard.

4.11 Equipments & Machinery to be arranged by the Contractor:

4.11.1 All tools tackles and equipment required for execution of work shall be provided by the contractor.

4.11.2 The Agency shall arrange minimum following equipments, machineries, vehicles, tools tackles essential for effective mechanized gardening work.

- (i) Motorized Lawn mower- 2 nos
- (ii) Mechanized Lawn mower - 4 nos
- (iii) Motorized hedge cutter - 1 no
- (iv) Water cane with long spouts - 20 nos
- (v) Hand sprayers pump for pesticide & insecticides - 4 nos
- (vi) Soil moisture meter- 01 no
- (vii) Scissors (Hedge Cutters) - 5 nos
- (viii) Grass cutters - 20 nos
- (ix) storage Water tanks 1000 lt capacity - 5 no (if required as per direction of employer).
- (x) Good quality PVC hose pipes - As per the requirements
- (xi) Grass cutting sward - 5 nos
- (xii) Sharp spatula, spade, crowbars, spikes, pickaxe, shovels, axes, Geru, Sutli, Cane basket, Bamboo, Balles, Iron Pots (Tasla/Tagari) etc - as per the requirement.
- (xiii) Other tools & equipments essential for gardening work

4.11.3 It is the responsibility of the contractor to arrange the machines and equipments as described above or other essentials equipments for services, for maintaining the garden, in effective manner.

4.11.4 The machines and equipments deployed by the contractor, as agreed under the contract shall be kept inside the Academy premises and maintenance, repair and upkeep of the machines & equipments shall be the responsibility of the Agency.

4.12 Consumable to be supplied and payable on item rate basis:

4.12.1 The contractor shall supply the Fertiliser, insecticide, pesticide, manure, garden soil and sand as per the specification, on item rate basis. The delivery of material shall be in accordance with the periodical schedule, as per the requirement arises, during the contract period.

4.12.2 The payment of material shall be made after receipt of bill along with necessary documents pertaining to the delivery.

4.12.3 The Fertilizer, insecticide, pesticide supplied shall be, first receipt in central store of Employer. Thereafter, it will be issued to the contractor as per the requirement, time to time.

4.12.4 FERTILISER: The contractor shall arrange the fertilizer on item rate basis. The fertilizer N-P-K, Urea, DAP and bio fertilizer of ISI make of reputed manufacturer i.e NFL, RCF, IFFCO, KRIBHCO or any equivalent approved

- makes, The supply shall be as per the schedule or as and when required as per the instruction of Officer in charge or horticulture consultant .
- 4.12.5 Pesticide / INSECTICIDE AND FUNGICIDE: The contractor shall supply the Pesticide / insecticide and Fungicide of reputed manufacturer's i.e Bayer, ICI Jeneca, BASF, Dhanuka, Chamble Fertiliser or any equivalent approved makes and approved by Central Insecticide Board (CIB). The supply shall be as per the schedule or as and when required as per the instruction of Officer in charge or horticulture consultant. The pesticide, insecticide or fungicide shall be applied as per the manufacturer's suggestions and advised by the officer in charge or Horticulture consultant.
- 4.12.6 MANURE: The manure shall be well decayed/decomposed cow obtained in dry conditions from local source as approved by the Officer in Charge. The manure shall be free from straws, earth soil, pebbles, foreign material and any other extraneous matters. The supply shall be as per the schedule or as and when required as per the instruction of Officer in charge or horticulture consultant.
- 4.12.7 Garden Soil: The contractor shall supply the good quality garden top soil from outside for the purpose of pot filling, topping of lawns, relaying of lawns, new plantation work, replenishment in flower bed etc. Natural, fertile mixture of good quality soil suitable for garden work shall be supplied, as per the approval of officer in charge. The Garden soil shall be free from heavy clay, lumps, sandy loams, stones, weeds, and also free from foreign materials such as murum, shingles, rocks, building rubbish. The pH value of soil shall range between 6 to 8.5. One sample from every 100 cu mt of soil got tested for Ph value from the laboratory. If the soil (earth) is rejected, the same should be replaced immediately by the contractor at his own risk and cost. The supply shall be as per the schedule or as and when required as per the instruction of Officer in charge or horticulture consultant.
- 4.12.8 SAND: The contractor shall supply good quality NARMADA sand for mixing in soil as and when required. The supply shall be as per the schedule or as and when required as per the instruction of Officer in charge or horticulture consultant.
- 4.13 The Consumable as specified in clause 4.12 of this section are only payable on Item rate basis. Other consumables, fertilisers, conditioners, bone meals, fish meal, any organic / inorganic compounds, insecticide, fungicide required during the contract period for effective maintenance and up keeping of garden shall be the responsibility of the contractor. No extra amount will be admissible in this account.
- 4.14 The Contractor shall keep the site of works neat and clean during the execution of the work. Any debris found at or near the site of work shall be removed immediately as and when so required by officer in charge.
- 4.15 The contractor shall maintain records of maintenance procedures including man power, description of tasks, application of fertilizers/ pesticide/ insecticide/ fungicide, manure, schedule of, irrigation etc., and submit copies of maintenance records to Officer in Charge appointed by the Owner, on regular basis.
- 4.16 Preparation of manure from garden garbage: Suitable earth pits available in the academy premises should be developed for collecting dead leaves, material received from, cutting, pruning, mowing etc to convert it into manure (bio compost manure). It is the responsibility of the contractor to prepare the manure by this method and utilize during maintenance period. Necessary arrangement, consumables, accessories,

material etc required to convert the manure shall be responsibility of the contractor. no extra payment will be admissible in this account.

- 4.17 The Contractor shall have to employ trained / skilled supervisor, gardener (malis), workman & Hedgers.
- 4.18 Garbage Disposal: It will be the responsibility of the contractor to dispose of the garbage received from cleaning, de weeding, removal of unwanted vegetation, cutting, pruning, outside the premises of the Academy on day to day basis. The contractor shall dispose of this garbage out side the municipal area, designated for the purpose. No extra payment shall be made in this account.
- 4.19 No compensation shall be payable to the Contractor for any damage caused by rain, storms, earthquakes and other calamities during the execution of work.

4.20 UNIFORM:

- 4.20.1 The Contractor has to provide a distinct uniform to its workman, different from the employees of employer.
- 4.20.2 The uniform shall be kept in neat, tidy and wearable condition. Proper shoes and nameplate/ID Card will be the integral part of uniform.
- 4.20.3 The employees should be supplied with adequate number (at least two sets) proper uniforms with logo of the company inscribed on it, by the agency at its cost. The workman should use these uniforms in clean condition and properly pressed.
- 4.20.4 The Contractor/agency ensure that the workman employed by them always wear proper uniform as prescribed by the Contractor.
- 4.20.5 All the personnel engaged by the agency shall be provided with photo identity cards.

4.21 Commencement & Completion of Work

- 4.22 The contractor will start work within 7 days from the date of signing of agreement. The initial annual service contract shall be for two years from the actual date of commencement of work. On completion of the contract period, if the service of the contractor found satisfactory the Academy may extend the contract on same rates, terms and conditions, if mutual agreed.

4.23 The contractor has to employ sufficient numbers of manpower for performance of contractual obligations. The contractor shall deploy 38 labours including seven mali and two supervisors on regular basis. However the total number of man days in a month shall not be less than 988.

- 4.24 The scale of man days prescribed above is the minimum requirement on monthly basis, however the contractor shall be required to provide the services as stipulated in the Specification of Work, Scope of Work and Special condition of Contract at Section V and Bill of Quantities at Section VI. If for this purpose additional man power is required, it shall be the responsibility of the contractor to provide the same at his own cost and no extra payment shall be admissible on this account.

- 4.25 Quality Work :It will be the responsibility of the contractor to maintain the high standard practices of maintenance services of Horticulture and gardening work with specified machines and other material and should ensure that garden work should maintained to the satisfaction of the employer.

- 4.26 Looking to the nature of the work , if the employer is satisfied that due to gross negligence or deficiencies of improper execution of work, on the part of the contractor, the live stock of garden and horticulture is likely to suffer irreparable loss

or damage , the employer shall at liberty to revoke the contract without any notice or any payment for any likely loss to the contractor, and take over the garden and horticulture of the Academy and take further necessary steps to save the live stock of garden and horticulture at the cost and risk of the contractor.

4.27 The sub standard work due to any reason will be considered as breach of the terms and conditions under the agreement.

4.28 Routine Maintenance Work Schedule:

	Operation	Frequency
i	Watering	Check all planting areas and pits and water as often as necessary to ensure that planting medium does not dry out.
ii	De – Watering	Fortnight or as required.
iii	Forking of plant beds	Monthly or as required.
iv	Edging	Monthly or as required.
v	Fertilizing	six monthly or as required.
vi	Spraying to control disease pests which may impair	Quarterly or as required by occurrence of predators and disease.
vii	Grass cutting	When found over grown.
viii	Trimming of shrubs/ground cover	Monthly or as and when required and to give aesthetic and pleasant look
ix	Pruning of tree	As and when required
	Mulching	As and when required

4.29 WATER: For the irrigation of complete garden work the arrangement of water for the irrigation will be as under:

4.29.1 Water required for irrigation purpose for all the landscape garden areas including those located on building terraces shall be released by the Owner to the Contractor free of cost through automated irrigation system , as per prescribe schedule.

4.29.2 The area, where irrigation system is not installed the irrigation water will be provided through various water points made available. The contractor should make necessary arrangement for hoses, manpower etc. at its own. No extra shall be paid in this regard.

4.29.3 Beside the automated irrigation system the academy has designated various water points for irrigation in the garden and plantation area. it will be the responsibility of the contractor to draw the water through sufficient length of hose pipe to irrigate the system.

4.29.4 If it is found that water from automated irrigation system or from different water points is not sufficient to cater the requirement of the adequate irrigation, it is the responsibility of contractor to supplement the water for irrigation through diesel engine mounted water tankers, from water made available at a single point (at filtration plant) in the Academy premises. The transportation charges for this purpose will be paid on item rate basis on actual

- deployment of tankers. For this purpose the contractor shall install water pump to the tanker at its own cost.
- 4.29.5 Due to scarcity, specifically in summer season if academy is not in position to supply water through automated irrigation system or inside arrangement of water for water tankers, it will be the responsibility of the contractor to arrange the sufficient quantity of water by deploying water tankers to bring the water from any outside source. The cost of water and transportation charges for this purpose will be paid on item rate basis on actual deployment of tankers.
- 4.29.6 It will be the sole responsibility of contractor to keep the garden green and good condition by making necessary arrangements for providing water to the garden if automated irrigation system non-functional.
- 4.29.7 Contractor shall install the water storage tanks of adequate capacity at different places in the academy to irrigate the plants, trees and nursery area where irrigation is not possible by automated irrigation system and no water point is available thereof. These tanks will be filled by the contractor either through tanker or hose pipes form the available water point.
- 4.29.8 It is the prime responsibility of the contractor to ensure that any plantation work/garden should not get damaged due to want of irrigation or lack of water. Although the Academy will make complete efforts to make available the water through its automated irrigation system but due to its limitations and limited irrigation schedule, the contractor should compensate the irrigation by deploying tankers and by manual means drawing water from different water point. No extra shall be payable on account of Manual transportation of Water in certain otherwise unapproachable areas.
- 4.30 It is the responsibility of contractor to keep the premises clean from the dry leaves, unwanted grasses, shrubs, weeds etc. including removing the waste material received from the cutting, pruning, mowing etc.
- 4.31 The Contractor(s) shall not be entitled to any compensation for any loss suffered by him
- a. On account of reduction in the scope of work.
 - b. On account of suspension of work, on abandon by the contractor after award of work.
- 4.32 The contractor shall provide all facilities to the Employer and for his authorized representative to make frequent inspections of nursery, garden area and ascertain the progress/quality of various categories of trees/plants etc. maintained by them.
- 4.33 Contractor's quoted rate shall include the cost of transportation of tools and plants to and fro from the site, taxes etc. It shall be clearly understood that no claim for any extra payment on account of taxes etc., shall be entertained after the work is awarded. However any statutory variation due to change of Govt. laws shall be payable to the contractor on actual basis on submission of proof of evidence.
- 4.34 The safe custody and up-keep of various categories of plants brought to site/planted in the premises the sole responsibility of the Contractor and he shall employ sufficient supervisory personnel to ensure the safety of these items.
- 4.35 While executing the work, the Contractor shall ensure that existing cables/pipes lines/structures/fittings are not damaged and if due to his negligence, these are damaged, the same shall be set right with no extra cost to the employer.
- 4.36 The Contractor shall co-ordinate his work with other agencies employed by the employer and ensure that the work of other agencies are not hampered in any way during the duration of the contract.

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- 4.37 Trees shall be straight and symmetrical with the crown and having a persistent main stem. The size of crown shall be in good cover all proportion to the height of the tree.
- 4.38 Small trees and shrubs shall be well formed with a crown typical of the species of variety.
- 4.39 Safety Measures: The Agency shall abide the safety measures for carrying works at the site as per labour laws.
- 4.40 Electricity: The employer shall provide the electricity connection at single point at the site free of cost. It will be the responsibility of the contractor to make its own arrangement for the supply at different places, for execution of work.
- 4.41 Terms of Payment
- 4.41.1 No mobilization advance and secured advance will be paid.
- 4.41.2 Bill should be prepared and submitted by the contractor in three copies on monthly basis.



National Judicial Academy

Financial Bid

Section-VI Bill of Quantities
for

**Providing Gardening services at the
Academy campus**



Section–VI ('A'): Bill of Quantities (Price Schedule)
(First year of Contract)

Bid No. : NJA/Admin/Services-08/2022/01/ Dated: 08/01/2022

Note: The contract prices for both the year should be quoted separately, if rate for Second year is not quoted in Section VI ('B') rate quoted for first year will be treated as same for both year.

[Financial bid shall be submitted in the format attached in excel sheet]

Note: - The rates shall be inclusive of all duties, transportation etc at FOR National Judicial Academy, Suraj Nagar basis (excluding G.S.T.).

Signature of Authorized Signatory
Seal

**Section–VI ('B'): Bill of Quantities (Price Schedule)****(Second year of Contract)****Bid No. : NJA/Admin/Services-08/2022/01/ Dated: 08/01/2022**

Note: The contract prices for both the year should be quoted separately, if rate for Second year is not quoted in Section VI ('B') rate quoted for first year will be treated as same for both year.

[Financial bid shall be submitted in the format attached in excel sheet]

Note: - The rates shall be inclusive of all duties, transportation etc at FOR National Judicial Academy, Suraj Nagar basis (excluding G.S.T.).

Signature of Authorized Signatory
Seal



NATIONAL JUDICIAL ACADEMY

Section – VII

FORMS OF SECURITIES

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

Annexure- A: Bid Security (Bank Guarantee)

Annexure- B: Performance Bank Guarantee

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated _____ [date] for **Providing Gardening services at the Academy campus** [name of Contract] (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called “the Bank”) are bound unto **National Judicial Academy, Bhadbhada Road, Suraj Nagar, Bhopal** [name of Employer] (hereinafter called “the Employer”) in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20_____

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause-25 of the Instructions to Bidders (ITB);

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name and address]

Note:

- 1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 15 of the Instructions to Bidders.
- 2. 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
 _____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called “the Contract”).

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]¹ _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the Contract period.

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

¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.