



GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

DRAFTN.I.T. No.: 18/DDH/KHD/CPWD/KOL/2026-27

NAME OF WORK	M/o Horticulture work at various sites under Kolkata Horticulture Division, during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.
ESTIMATE COST	Rs. 7,07,080.00
EARNEST MONEY	Rs. 14,142.00
PERFORMANCE GUARANTEE	a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
SECURITY DEPOSIT	2.5% of the tendered value
STIPULATED DATE OF COMPLETION OF WORK	06 (Six) months

Certified that this N.I.T. amounting to Rs. 7,07,080.00 (Rupees Seven Lakh Seven Thousand Eighty) only contains 1 to 18 pages and S-1 only.

Approved By

Deputy Director (Hort.)
Kolkata Horticulture Division
Central Public Works Department
Nizam Palace, Kolkata-700020

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ANNEXURE- 22
(Refer SOP No. 4/8)
INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART
OF BID DOCUMENT
(Applicable for inviting open bids)

The **Deputy Director (Hort.)**, Kolkata Horticulture Division, CPWD, Kolkata on behalf of President of India invites online Percentage Rate Bids from approved and eligible contractors of CPWD Horticulture category for the following work(s):

S. No	NIT No.	Name of Work & Location	Estimated Cost put to Bid (Rs.)	Earnest Money	Stipulated Period of Completion of work (in months)	Last Date of online submission of bid, Copy of receipt of deposition of original EMD and other documents as specified in the bid document.	Date & Time of opening of bid
1	2	3	4	5	6	7	8
1	18/DDH/KHD/CPWD/KOL/2026-27	M/o Horticulture work at various sites under Kolkata Horticulture Division, during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.	Rs. 7,07,080.00	Rs. 14,142.00	06 (Six) Months	Up to 15.30 hrs. on 05.08.2026	Date 05.08.2026 at 16.00 hrs.

- The intending bidder must read the terms and condition of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- Information and instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website. <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
- Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
- The intending bidder must have valid class-III digital signature to submit the bid.
- On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- Contractor can upload documents in the form of JPG format and PDF format.

Correction - Nil Deletion - Nil Insertion - Nil Overwriting - Nil Sr.D/Man Deputy Director (Hort.)

8. (a) Contractor must ensure to quote percentage rate of each schedule. The column meant for quoting percentage rate in figures appears in pink colour and the moment percentage rate is entered, it turns sky blue.
(b) Contractor should quote the percentage rate above or below to two places of decimal only.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

9. SC/ST contractors enlisted under class V category are exempted from processing fee payable to ITI.
10. All the receipts to be received as Performance Guarantee Money, Late Fee, Deposits of works etc. should made only through E-Payment/NEFT/ RTGS using Non-Tax Receipt Portal (NTRP) of the Government of India for which they have to register themselves in Bharatkosh.gov.in before making payments. The following references should be taken care of while making payments with regards to this Division:-
- | | |
|---------------------------------------|---|
| a. Purpose | Deposit Works, Performance Guarantee, Late Fee |
| b. Payment Type | (i) Part-3, for Deposit of Works
(ii) Part-5, for Performance Guarantee
(iii) Others for Late Fee |
| c. Ministry | (030) Urban Development & Urban Poverty Alleviation |
| d. Pay & Accounts Office (PAO) | 043460 – PAO (East Zone), CPWD, Kolkata |
| e. Drawing & Disbursing Officer (DDO) | 143485- Executive Engineer, Kolkata - IV, CPWD, Kolkata. |

11. List of Documents to be scanned and uploaded within the period of bid submission:

- (i) Horticulture Enlistment Order of the Contractor of CPWD.
- (ii) Treasury Challan/ Demand Draft/ Pay Order/ Banker's Cheque/ Deposit at Call Receipt/ FDR/ Bank Guarantee of any scheduled Bank against EMD.
- (iii) Certificate of registration for GST and acknowledgement of upto date file return (**June' 2026**) as per NIT stipulation.
If the bidder has not obtained GST registration in the state in which the work is to be taken up, then in such a case the bidder shall upload following undertaking with the bid document.
"If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard"
- (iv) Contact details of the Contractor:
i. E-mail ID No.
ii. Contact phone/Mobile No. -
iii. Mailing address -
- (v) Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer/Assistant Director (Hort.)/AAO, CPWD.
- (vi) Certificate of Participation in ERP Training.
("The existing enlisted contractor either himself or his authorized representative shall take compulsory ERP (Enterprise Resource Planning) training through any of the CPWD Regional Training institutes (RTIs) at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD. Training will be valid only when participants are registered in LMS (Learning Management System) of ERP and certificate is issued through LMS of ERP." (In compliance of OM No. DG/Enlist. Rules-2023/10 dated 22.04.2024)

It is mandatory to upload scanned copies of all the documents including GST Registration, If these documents are not uploaded, then bid will become invalid and shall summarily be rejected.

**Deputy Director (Hort.)
Kolkata Horticulture Division,
CPWD, Kolkata-20**

Annexure - 21:	CPWD-6 FOR E-TENDERING
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Percentage rate bids are invited on behalf of President of India from approved and eligible Contractors of CPWD, Horticulture Category for the work **M/o Horticulture work at various sites under Kolkata Horticulture Division during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.**

The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is Estimated to Cost **Rs. 7,07,080.00 (Rupees Seven Lakh Seven Thousand Eighty only)**. This estimate, however, is given merely as a rough guide.
- 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate Division which will deal with all matters relating to the invitation of bids.
For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
- 1.** Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 which is available as a Govt. of India Publication and also available on website <https://etender.cpwd.gov.in>. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 2.** The time allowed for carrying out the work will be **06 (Six) months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
- 3.** (i) The site for the work is available.
(ii) The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of work.
- 4.** The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
- 5.** After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 6.** While submitting the revised bid, contractor can revise the **percentage** rate of one or more schedule(s) any number of times but before last time and date of submission of bid as notified.
- 7.** Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (drawn in favour of "**Executive Engineer, Kolkata Central Division-IV, CPWD, Kolkata, West Bengal**") shall be scanned and uploaded to the e-tendering website within the period of bid submission. **The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated).** The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by tender inviting EE/DDH in the NIT.
- 8.** Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents (except EMD in original already deposited by bidders with Executive Engineer of CPWD) as specified in the press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders whose **Original EMD deposited with any division of CPWD** and other documents scanned and uploaded are found in order.

- 8(a)** The Contractors registered prior to **01.04.2015** on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates, or they have option to switch over to the new registration system without tender processing fee any time.
The bid submitted shall be opened at **16.00** hrs. on **05.08.2026**.
- 9.** The bid submitted shall become invalid and e-Tendering processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (iv) **If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.**
- 10.** The contractor whose bid is accepted will be required to furnish **performance guarantee (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount** within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board i/c **Provident Fund Code Number if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors if any engaged by the contractor for the said work** and Programme Chart (Time and Progress) within the period specified in Schedule F.
- 11. Description of the work is as follows:**
M/o Horticulture work at various sites under Kolkata Horticulture Division, during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.
Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
15. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
16. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
17. **In case of extension of agreement due to delay and / or reduction in scope of work due to foreclosure, no claim on account of reduction in value of work, loss of business, loss of profit, consequently overheads, any type of interest etc. shall be entertained.**
18. The bid for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids in case of single bid system and ~~75(seventy five) days from the date of opening of technical bid in case bids are invited on 2 or 3 bid system~~. Further. (i) If any tenderer withdraws his tenders or makes any modifications in the terms & condition of the tender which is not acceptable to the department within 7 days after opening of tender (excluding date of opening of tender) then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely. (ii) After 7 days of opening of tender the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely. (iii) The bidders shall not be allowed to participate in the re-bidding process of the work.
19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the percentage rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7 (Attached with this bid document).

Deputy Director (Hort.)
Kolkata Horticulture Division
CPWD, Kolkata-20

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: West Bengal

BRANCH: Horticulture

ZONE:CE-Kolkata

DIVISION: KHD

SUB-DIVISION: KHSD-I & II

Percentage Rate Bid & Contract for Works

Bid for the work of:- M/o Horticulture work at various sites under Kolkata Horticulture Division, during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.

To be uploaded by **15:30 hrs.** on **05.08.2026** on website **<https://etender.cpwd.gov.in>**.

1. To be opened in presence of bidders who may be present at **16:00 hrs.** on **05.08.2026** in the office of the **Deputy Director (Hort.), Kolkata Horticulture Division, CPWD, Nizam Palace, 4th Floor, 1st MSO Building, 234/4 AJC Bose Road, Kolkata-700020.**

**Deputy Director (Hort.)
Kolkata Horticulture Division,
CPWD, Kolkata**

BID

I/We have read and examined the notice inviting BID, Schedule, A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, General Conditions of Contract for CPWD Works of 2023 with amendments upto the last date of submission of Bids, Clauses of contract, Special conditions, Schedule of Quantities & other documents and Rules referred to in the conditions of contract and all other contents in the bid document for the work.

I / We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause-11 of the Conditions of contract with amendments upto the last date of submission of Bids with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **30 (Thirty) days from the date of opening of financial bid** and not to make any modifications in its terms and conditions.

A sum of **Rs. 14,142.00** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank / fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank / bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to notice of department, then I shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of the department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire Earnest Money Deposit/Performance Guarantee.

Note: “A work is said to have been executed on ‘back to back’ basis when the entire work or substantial part of the work forming the basis for evaluation of the eligibility of the bidder is got executed by the bidder through another contractor either by direct nomination or by call of tender.”

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:**

Signature of Bidder

Witness **

Address: **

Postal Address**

Occupation: **

[to be filled by Bidder]**

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs..... (Rupees).

The letters referred to below shall form part of this contract Agreement:-

- (a)
- (b)
- (c)

For & on behalf of President of India

Dated Signature.....

Dated:

Designation.....

PROFORMA OF SCHEDULES	CPWD
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SCHEDULE 'A'Schedule of quantities :- **Page No. S-1.****SCHEDULE 'B'**

Schedule of materials to be issued to the contractor.

S. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
			NIL	

SCHEDULE 'C'

Tools and plants to be hired to the contractor

S. No.	Description	Hire charges per day	Place of Issue
1	2	3	4
		NIL	

SCHEDULE 'D'

Extra schedule for specific requirements:-

NIL

SCHEDULE 'E'

Reference to General Conditions of Contract Maintenance works 2023 with up to date correction slips up to date last date of receipt of tender.

Name of Work :- **M/o Horticulture work at various sites under Kolkata Horticulture Division during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.**

Estimated cost of work :- **Rs.7,07,080.00**

Earnest Money :- **Rs. 14,142.00**

Performance Guarantee :- **(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.**

Security Deposit :- **2.50% of Tendered value.**

SCHEDULE 'F'		
GENERAL RULES & DIRECTIONS		
1.	Officer inviting tender :-	:- Deputy Director, Horticulture, Kolkata, CPWD, Nizam Palace, Kolkata-700020
2(vi)	Engineer-in-Charge	:- Deputy Director, Horticulture, Kolkata, CPWD, Nizam Palace, Kolkata-700020
2(viii)	Accepting Authority	:- Deputy Director, Horticulture, Kolkata, CPWD, Nizam Palace, Kolkata-700020
2(x)	Percentage on cost of materials and Labour to cover all over heads and profits:	:- NA

2(xi) (b)	StandardScheduleof Rates	:-	CPWD Delhi Schedule of Rates and Specifications(HORTICULTURE& LANDSCAPING), 2025with Amendments/correction slips Issued up to date last date of submission of bid& local market rate.
2(xii)	Department	:-	Central Public Works Department
9(ii)	Standard CPWD Contract Form GCC2023 CPWD Form 7/8 as modified & corrected upto date.	:-	GCC 2023, C.P.W.D. 7 with correction slips with all modifications issued upto the last date of submission of bid.
Clause1			
(iv)	Time allowed for submission of Performance Guarantee, Programme Chart and applicable Labour Licenses, registration with CPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of Acceptance.		07 (Seven) days
(v)	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period providedin(i) above		03 (Three) dayswith late fee @ 0.1% per day of the PG amount (non-refundable)
Clause2			
(i)	Authority for fixing compensation under Clause2		Chief Engineer- Kolkata CPWD,Nizam Palace,Kolkata
Clause2A			
(i)	Whether Clause 2A shall be applicable		No

Clause5		
(i)	Number of days from the date of issue of letter of acceptance for reckoning date of start Milestone(s) as per table given below	10 (Ten) days

S. No.	Description of Milestone (Financial)	Time allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone

Time allowed for execution of work:-	06 (Six) months
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Authoritytodecide:

(i)	Extensionoftime:	Deputy Director, Horticulture, Kolkata, CPWD, Nizam Palace, Kolkata-700020or successor thereof.
(ii)	Rescheduling of milestones	Chief Engineer- Kolkata, CPWD, Nizam Palace,Kolkata or in his successor thereof.
(iii)	Shifting of date of start in case of delay in handing over of site :	Chief Engineer- Kolkata, CPWD, Nizam Palace, Kolkata or in his successor thereof.

Clause6	
Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB)	
EMB	
Clause7	
Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment or mutually agreed.	
As mutually agreed upon.	
Clause 7A	
No Running Account Bill Shall be paid for the work till the Applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.	
Yes	

Correction - Nil Deletion - Nil Insertion - Nil Overwriting - Nil Sr.D/Man Deputy Director (Hort.)

Clause 10B(ii)	
Whether Clause 10 B (ii) shall be applicable.	No
Clause 10C	N.A.
Clause 10CC	N.A.

Clause 11	
Specifications to be followed for execution of work :-	CPWD Delhi Schedule of Rates, Analysis of Rates and Specifications (HORTICULTURE & LANDSCAPING), 2025 with Amendments/correction slips Issued up to date last date of submission of bid.

Clause 12	Type of Work :	Original work/Maintenance work
Deviation limit beyond which clauses 12.2 & 12.3 shall apply for Horticulture work (such as plants etc. except Good earth and Ground preparation work). All the deviated quantity shall be paid at Agreement rates.		No Limit
Deviation Limit for items in earth work i.e. Good earth and Ground preparation work including Grassing work.		No Limit

Clause 16	
Competent Authority for deciding reduced rates	Chief Engineer-Kolkata, CPWD, Nizam Palace, Kolkata
Clause 17	Defects liability period shall be 03 months after declaring the original development work completed by the competent authority or his successor thereof or successor hereof.
Clause 18	
List of mandatory machinery, tools & plants to be deployed by the contractor at site:-	

Sl. No.	Tools & Plants	Quantities
1.	Lawn Mower self propelled with Rotary Blade (Petrol/Diesel)	01 No.
2.	Lawn Mower self propelled with Cylindrical Helical Blade (Petrol/Diesel driven)	As required
3.	Brush Cutter	01 No.
4.	3/4" 1 inch dia Heavy Duty 3 Layered Braided PVC Garden Hose Pipe (50 Mt)	02 Nos.
5.	Sprayer machines	01 No.
6.	Khurpa, Garden Rake, Secateur, Rose Can,	1 No. Each
7.	Portable Rail Gun Sprinkler System (1-1.5 inch dia) or More	As required
8.	Safety Kits	As required
9.	Axe, Spade, Pick-Axe, , Pruning Saw, Barricading tools	As required
10.	Power Chain Saw, Wheel Barrow	As required
Or Any other necessary tools required or as per direction of Officer-in-Charge.		

Clause 19	
For this purpose, as laid down in Rule 4(3) of the Building and other Construction Workers Welfare Cess Rule 1998, the contractor shall have to pay Cess @ 1% of the gross value of work done by him, which shall be recovered from each running bill including final bill of the work by the Engineer-in-charge. The amount so deducted shall be transferred to the Kolkata Building and other Construction Workers Welfare Board or any designated office.	

Clause 19C, 19D, 19G, 19K	
Authority to decide penalty for each default	Deputy Director, Horticulture, Kolkata, CPWD, Nizam Palace, Kolkata-700020.
Clause 19 L Contribution of EPF & ESI	It will be mandatory for all the agencies to register with ESI and EPFO departments within 30 days of the award of the work unless exempted by the provisions of ESI and /or EPFO and as amended time to time. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployed labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. <i>The agency shall submit an affidavit on a stamp paper of Rs. 100 that the employees were engaged fully and exclusively on the work for which the claim is being made.</i> The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

Clause 25

:

(i)	Conciliator	:	Special Director General (Kolkata)
(ii)	Arbitrator Appointing Authority	:	Chief Engineer (Kolkata)
(iii)	Place of Arbitration	:	Kolkata

Clause 32 : Requirement of Technical Representative(s) and recovery Rate

Requirement of Technical Staff		Minimum experience (Ys)	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
Qualification	Number			

Receipt of deposition of original EMD
(Receipt No...../date.....)
Name of Work : M/o Horticulture work at various sites under Kolkata Horticulture Division, during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials. 1. NIT No. 18/DDH/KHD/CPWD/KOL/2026-27 2. Estimated Cost Rs.7,07,080.00 3. Amount of Earnest Money Deposit: Rs. 14,142.00 4. Last date of submission of bid Upto 15:30 hrs. on 05.08.2026 (*To be filled by Tender inviting authority/NIT approving authority at the time of issue of NIT and uploaded along with NIT)
1. Name of Contractor# 2. Form of EMD.....# 3. Amount of Earnest Money Deposit# 4. Date of submission of EMD# Signature, Name and Designation of EMD receiving officer along with office stamp (# to be filled by EMD receiving EE/AD(H)/AAO)

JURISDICTION OF COURTS

- 1) The Court of the place from where the letter of award of work has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.***

- 2) CPWD does not have funds of its own and it carries out the works of client departments from their funds (deposit, budgetary, authorization). The CPWD is making payments to the contractors after getting budget / authorization / deposit from various Ministries / Client Departments. The payment to the contractor can be done only on availability of funds for that work from client department and in case of delay in getting funds from Ministry / Client Department, CPWD will not be responsible for delay in payment and no any extra compensation on this account shall be granted apart from specified elsewhere in this document. The contractor has to quote his tender accordingly considering this aspect.***

Deputy Director (Hort.)
Kolkata Horticulture Division
C.P.W.D, Kolkata-20

Form of Bank Guarantee for Earnest Money Deposit/Performance Guarantee/Security Deposit/Mobilization Advance

1. Whereas the Executive Engineer_____ (name of division)_____ CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under_____ (NIT number) dated for "_____" (name of work) _____
 " The Government has further agreed to accept irrevocable Bank Guarantee for _____ . _____
 (Rupees _____ only) valid upto _____ (date)*
 as **Earnest Money Deposit** from _____ (name and address of contractor)
 (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer_____ (name of division)_____ CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number _____ with _____ (name and address of the contractor) _____ (hereinafter called "the Contractor") for execution of work " _____ (name of work) _____ " The Government has further agreed to accept an irrevocable Bank Guarantee for ` _____ . _____ (Rupees _____ only) valid upto _____ (date) as **Performance Guarantee / security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (hereinafter referred as "the Bank"), hereby undertake to pay to the Government an amount not exceeding ` _____ . _____ (Rupees _____ only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ . _____ (Rupees _____ only).
4. We, (indicate the name of the bank) further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We, _____ (indicate the name of the bank) _____ further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of

performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the bank) further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the bank) undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to _____ unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ` _____ (Rupees _____ only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date : _____.

Witnesses :

1.	Signature	:	_____	Authorized signatory	:	_____
	Name	:	_____	Name	:	_____
	Address	:	_____	Designation	:	_____
			_____	Staff code no.	:	_____
2.	Signature	:	_____	Bank seal	:	_____
	Name	:	_____			
	Address	:	_____			

* Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may

Deputy Director (Hort.)
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C.P.W.D, Kolkata-20

CONDITIONS FOR WORK

1. Scope of Work

- The contractor shall prune trees of all sizes and species within the designated premises, as directed by the Engineer-in-Charge.
- Work includes cutting, trimming, shaping, and removal of diseased, dry, or overhanging branches.
- All cut branches, twigs, and leaves shall be collected, stacked, and disposed of at approved municipal dumping grounds or designated sites outside the campus.
- No burning of branches within campus is permitted.

2. Contractor's Obligations

- Maintain cleanliness of site after each day's work.
- Ensure no obstruction to traffic, pathways, or services during pruning.
- Any damage to property, cables, pipelines, or structures shall be rectified at contractor's cost.
- Contractor shall arrange transport for disposal of cut material.
- Contractor shall use proper tools (saws, pruners, ladders, ropes, safety gear) and ensure safe practices.

3. Disposal of Waste

- All garden rubbish, waste, or garbage generated from horticulture operations shall be collected daily and disposed of at the designated common disposal point.
- Full truckloads shall be transported to authorized municipal dumping grounds.
- Failure to dispose within the specified period shall attract a penalty of ₹2000/- per day.

4. Safety & Labour Laws

- Contractor shall comply with Minimum Wages Act, ESI, EPF, and other statutory provisions.
- Adequate insurance cover for workers must be ensured.
- Safety harnesses, helmets, and protective gear shall be mandatory during pruning at heights.

5. Safety and Security

- The Department shall not be responsible for any injury or death of workers at site due to accidents or negligence. The contractor shall be solely responsible for safety.
- Police verification of labour and vehicle permissions shall be ensured by the contractor.
- Security norms of the concerned Ministries/Departments must be followed. Worker lists must be submitted in advance for security passes.

6. Documentation and Compliance

- All workers shall be equipped with photo identity cards issued by the contractor. Details such as name, father's name, local and permanent address shall be maintained and a copy submitted to the Officer-in-Charge.

7. Labour Conditions

- Labour engaged shall not be below 18 years of age.
- In case of absence of labour, equivalent replacement must be arranged.
- Failing this, recovery shall be made at double the current minimum wages per absent worker per day.

8. Time Schedule

- Work shall be carried out during approved working hours.
- The contractor shall complete pruning within the stipulated time frame as per agreement.
- Delay in disposal of cut branches may attract recovery/penalty under GCC provisions.

9. Termination & Penalty

- In case of non-performance, unsafe practices, or breach of agreement, the contract may be terminated under Clause-3 of CPWD GCC.

Deputy Director (Hort.)
Kolkata Horticulture Division
C.P.W.D, Kolkata-20

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Schedule of Quantity					
N/W	M/o Horticulture work at various sites under Kolkata Horticulture Division during 2026-27. SH: Pruning of Trees and disposal of unserviceable materials.				
Sl. No.	Description	Qty	Unit	Rate	Amount
1.	Pruning, trimming, shaping of trees /shrubs (ht 15 feet and above) i/c removal of cut materials upto 50 mt. lead and as per direction of officer in charge (necessary T&P shall be arranged by the contractor).	2500.00	Per Tree	124.00	310000.00
2.	Removal of garden waste by mechanical transport including loading/ unloading and carriage upto all leads and complete disposal to designated place as per direction of officer-in-charge .	150.00	Per Trip	2647.20	397080.00
				Total	7,07,080.00

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C.P.W.D, Kolkata-20.