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Name of Work :- M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)

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Estimated Cost :- **Rs. 93,77,276/-**

Earnest Money :- **Rs. 1,87,546/-**

Time Allowed :- **12 (Twelve) Months**

Security Deposit :- 2.5% of tendered amount

Performance guarantee :- 5% of the ECPT or contract amount whichever is higher

Certified that this N.I.T. contains :- page 1 to 28 (One to Twenty Eight pages Only)

This NIT Amounting to **Rs. 93,77,276/- (Rs. Ninety Three Lakhs Seventy Seven Thousand Two Hundred Seventy Six only)** is hereby approved.

**Dy. Director (Hort.)
Hort. Division-VI
C.P.W.D., New Delhi**

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
Office of the Deputy Director of Horticulture,
Horticulture Division-VI, C.P.W.D., 4th Floor, 'B' Wing,
Room No. 410, Indraprastha Bhawan, New Delhi -110 002

NOTICE INVITING E-TENDER

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENTS

The Deputy Director (Horticulture), Horticulture Division-VI, Central P.W.D, 4th Floor, 'B' Wing, Indraprastha Bhawan, New Delhi -110 002, on behalf of the President of India invites online **percentage rate** bids from the approved and eligible contractors of C.P.W.D Registered in **Horticulture Category** of CPWD in single bid system for the following work: -

Sl. No.	NIT No.	Name of work and Location	Estimated cost put to tender	Earnest Money Deposit	Period of completion	Last date & time of submission of bids, original EMD, copy of receipt for deposition of original EMD and other documents as specified in the bid document	Time and date of opening of bid
1	2	3	4	5	6	7	8
1	28/2026-27/DD/HD-VI/DELHI/2	M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)	₹ 93,77,276/-	Rs. 1,87,546/-	12 (Twelve) Months	07.08.2026 Upto 15:00 Hrs.	07.08.2026 at 15:30 Hrs.

1. The intending bidder must read the terms and conditions 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.
2. Information and Instructions for bidders posted on website shall form part of bid document.

3. 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> free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of Deputy Director Horticulture inviting bids or division office of any Executive Engineer/ Deputy Director Horticulture, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Deputy Director Horticulture as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer/ Deputy Director Horticulture (including NIT issuing DDH), CPWD and other documents as specified.
5. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>
6. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMSigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of JPG format and PDF format.
9. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.

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.

10. **(A) List of Documents to be scanned and uploaded within the period of tender submission:-**

- (i) Enlistment Order of the Contractor.
- (ii) Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque/ FDR/ Bank Guarantee of any commercial Bank against EMD.
- (iii) Copy of Receipt for deposition of original EMD issued from division office of any Executive Engineer/Dy. Director(Hort.), CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated.)
- (iv) Copy of ERP Training Certificate obtained by the agency
- (v) PAN Card
- (vi) GST Registration Certificate if already obtained by the bidder.

If the bidder has not obtained GST Registration Certificate, as applicable, then he shall scan and upload following undertaking along with bid documents.

"If the 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 payment 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.

B. Document to be submitted after acceptance:

Certified copy of all the scanned and upload documents as specified above shall have to be submitted by the lowest bidder only.

Deputy Director (Hort.)
Hort. Division-VI
CPWD, New Delhi.

GOVERNMENT OF INDIA
CPWD-6

1. **Online percentage rate bids** are invited on behalf of the President of India from approved and eligible contractors registered in **Horticulture Category** of C.P.W.D. for the work of :- **M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)**

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. 93,77,276/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD-7** with up-to-date amendments, which is available as a Govt. of India Publication and also available on website www.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.
3. The time allowed for carrying out the work will be **12 (Twelve) 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.
4. The site for the work is available.
5. The Bid documents consisting of plans, specifications, the schedule of quantities of the 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 <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times or withdraw it before last date and time of submission of bid as notified. No post-tender modification is allowed by the tenderers except through negotiations, if required. In case, any tenderer does so, the tender will be rejected and the tenderer will be debarred for future tendering in CPWD for two years by the concerned enlisting authority (in case of CPWD enlisted contractors) and by the concerned CE/SE (in case of non-enlisted contractor).
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of the bid as notified.
8. Earnest money of **Rs. 1,87,546/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (**drawn in favour of Dy. Director (Hort.), Hort. Division- VI, CPWD, New Delhi**) 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 Dy. Director (Hort.) inviting bids or division office of any of Dy. Director (Hort.)/ Executive Engineer, CPWD within the period of bid submission. The EMD receiving of Dy. Director (Hort.)/Executive Engineer (including NIT Issuing DD(H) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting DD(H) in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.**

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee including e- Bank Guarantee of any Commercial bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/ three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission.

However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder 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, who has deposited EMD with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 15:30 hrs. on **07.08.2026**

9. The bid submitted shall become invalid and e-Tender 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 bid 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 and additional **performance guarantee (if any)** at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said **performance guarantee and additional performance guarantee (if any)** 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 and additional performance guarantee (if any)**. 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 including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

The description of the work is as follows:- M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)

11. 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 bidders 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 his 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 bidders 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 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. The bid for the works shall remain open for acceptance for a period of Thirty days (30) from the date of opening of bids. Further:-
- (i) If any tenderer withdraws his tender within 07 days after last date and time (24 hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender after expiry of 07 days after last date and time (24 hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) Withdrawal of the tender, by the tenderer, shall only be made through e-tender portal. Any other method i.e. through letter/e-mail etc. shall not be considered.
 - (vi) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
18. 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 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.
19. The eligible bidder shall quote **percentage** rate for schedule, above or below to two places of decimal only.
20. The intending bidders are required to update their profile in e-tender portal and to upload their bids well in advance of last day of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Dy. Director (Hort.) (Phone No. 011-21401183, email id: delddhd6.cpwd@nic.in) or ERP helpline no. 18001803286 or e-mail id cpwd.support@techmahindra.com. The intending bidders are also advised not to wait to raise any issue till the last date of submission of bid in their own interest.

Deputy Director(Hort.)
Hort. Division-VI
CPWD, New Delhi

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

Percentage rate Tender & Contract for works

Tender for the work of:- **M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)**

- (i) To be uploaded by 15:00 hrs. on **07.08.2026** to/upload at <https://etender.cpwd.gov.in>
- (ii) To be opened in presence of tenderers who may be present at 15:30 hrs. on **07.08.2026** in the office of Dy. Director (Hort.), Hort. Division –VI, CPWD, New Delhi.

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender 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, drawing and instructions in writing referred to in Rule- 1 on General Rules and Directions and in Clause 11 of the Conditions of contract and 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 **Thirty (30) Days** from the due date of its opening in case of single bid system and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Dy. Director Horticulture as per the bid document.

A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank, demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded. If I/We, fail to furnish the prescribed **performance guarantee and additional performance guarantee (if any)** 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 the 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 and additional performance guarantee (if any)** absolutely. The said **performance guarantee and additional performance guarantee (if any)** 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 **performance guarantee and additional performance guarantee (if any)** 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 works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/ **performance guarantee and additional performance guarantee (if any)**

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 therefrom 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 Contractor

#Postal Address

Witness: #

Address: #

(To be filled in by the Contractor.)

Occupation: #

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.

Signature.....

Dated

Designation: **Dy. Director (Hort.), Divn- VI,
CPWD, New Delhi**

(*) to be filled by DD(H)/HD-VI

PROFORMA OF SCHEDULES		
SCHEDULE 'A' Schedule of quantities	:	Page No. – 27 to 28
SCHEDULE 'D' Extra schedule for specific requirements/ documents for the work, if any	:	NIL
SCHEDULE 'E' Reference to General Conditions of contract	:	General Conditions of Contract for CPWD maintenance works 2023 (as modified & corrected up to previous day of the last date of submission of tender)
Name of Work	:	M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)
(I) Estimated cost of work	:	Rs. 93,77,276/-
(ii) Earnest Money	:	Rs. 1,87,546/-
(iii) Performance Guarantee	:	(a) 5% of Estimated Cost put to tender (ECPT) or contract amount whichever is higher. (b) Where the tendered amount is less than Eighty percent (80%) of Estimated cost put to tender (ECPT) then the bidder shall be required to submit Additional Performance Guarantee (APG) in addition to standard Performance Guarantee. The amount of additional Performance Guarantee (APG) shall be equivalent to the difference between 80% amount of (ECPT) and quoted amount to the difference between 80% amount of (ECPT) and quoted amount.
(iv) Security Deposit	:	2.5% of tendered value.
SCHEDULE 'F' General Rules & Directions		
Officer Inviting tender	:	Dy. Director (Hort.) Hort. Divn.-VI, CPWD, New Delhi
Definitions:		
2 (v) Engineer-in-charge	:	Dy. Director (Hort.) Hort. Divn.-VI, CPWD, New Delhi
2 (viii) Accepting Authority	:	Dy. Director (Hort.) Hort. Divn.-VI, CPWD, New Delhi
2 (x) Percentage on cost of material and Labour to cover all overheads and profits	:	15%
2(xi) Standard Schedule of Rates	:	DSR 2025 (H & L), (as modified & corrected up to previous day of the last date of submission of tender)

2(xii)	Department		CPWD
9 (ii)	Standard CPWD Contract form		General Conditions of Contract for CPWD maintenance works 2023 (as modified & corrected up to previous day of the last date of submission of tender)
Clause 1 i) Time allowed for submission of performance guarantee and additional performance guarantee (if any), Programme chart (Time and progress) and applicable labourer licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying thereof, including Provident Fund code number if applicable from the date of issue of letter of acceptance, in days		:	07 Day
ii) Maximum allowable extension with late fee @0.1% per day of performance guarantee and additional performance guarantee (if any) amount beyond the period provided in (i) above		:	03 Day
Clause 2 Authority for fixing compensation under clause 2		:	Superintending Engineer Delhi Circle-II CPWD, New Delhi
Whether Class 2A shall be applicable		:	Not Applicable
Clause 5 Number of days from the issue of letter of acceptance for reckoning date of start		:	10 Days
Table of Milestones : -As per Table given below			
S. No.	Milestone Programme	Time Allotted (From date of start)	Amount to be withheld in case of non-achievement of milestone
-----NIL-----			

Time allowed for execution of work

12 (Twelve) Months

Authority to decide:	
1. Authority to convey the decision of shifting of milestone and extension of time	Dy. Director (Hort.) Division-VI, CPWD, New Delhi
2. Authority of decide rescheduling of milestone and extension of time	Superintending Engineer, Delhi Circle-II CPWD, New Delhi
3. Shifting of date of start in case of delay in handing over of site	Superintending Engineer, Delhi Circle-II CPWD, New Delhi

Clause 5 Applicable clause 5/Clause 5A	:-	Clause 5 applicable
Clause 6 (a) Mode of Measurement (b) Measurement to be recorded by	:-	(a) e-MB (b) Contactor
Clause 7 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.	:-	Rs. 7.80 Lakh
Clause 7A Whether Clause 7A shall be applicable	:-	Yes
List of testing equipment to be provided by the contractor at site lab. 1. _____ 2. _____ 3. _____	:-	Not Applicable
Clause 10 B (ii) Whether Clauses 10 B (ii) shall be applicable	:-	Not Applicable
Clause 10 C		Applicable
Component of labour expressed as percent of value of work.	:-	75%
Clause 10 CC:	:-	Not Applicable
Component of labour expressed as percent of value of work.	:-	Not Applicable
Clause 11 Specification to be followed for execution work	:-	CPWD specifications 2025 for Horticulture, landscaping and plants with Correction slips issued upto date of online receipt of tender.

<u>Clause 12</u>		
Type of Work		
The completion cost of agreement should not exceed 1.50 times of Tendered amount		
(As per DG/CON/Maintenance 2023/03 Dated:- 18/12/2023)		
Authority to decide Deviation:-		
(i) Upto 1.25 times of Contract Amount (with recorded reasons)		
(ii) Beyond 1.25 times upto 1.50 times of Contract amount (with recorded reasons)		
<u>Clause 16</u>		
Competent authority for deciding reduced rates.		
<u>Clause 18</u>		
List of machinery, tools & plants to be deployed by the contractor at site:-		
<u>Clause 19 C</u>		
authority to decide penalty for each default		
<u>Clause 19 D</u>		
authority to decide penalty for each default		
<u>Clause 19 G</u>		
authority to decide penalty for each default		
<u>Clause 19 K</u>		
authority to decide penalty for each default		
<u>Clause 25</u>		
(i) Conciliator		
(ii) Arbitrator appointing authority		
(iii) Place of Arbitration		

Clause 32:

“General requirement of Technical Representative(s) and Recovery Rate”

Sl. No.	Minimum Qualification of technical representative	Discipline	Designation (Principal Technical	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1	B.Sc. in Agriculture	Agriculture	Project Manager cum Planning/ Quality / Site/Billing Engineer	2 Years	1 No.	Rs. 15000/- Per Month Per Person	Rupees Fifteen Thousand Only

CONDITIONS FOR HORTICULTURE WORK

1. The work shall be carried out as per CPWD yardstick, CPWD Specification-2019 Vol. I & II and CPWD specifications 2025 for Horticulture, landscaping and plants with Correction slips issued upto date of online receipt of tender with up to date correction slips.
2. The contractor shall take instruction from the officer-in-charge regarding supply and stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
3. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account.
4. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the direction.
5. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have replace the trees/shrubs/other plants of the same height and specification at his own risk and cost and nothing extra shall be paid for the same, in case of non-compliance recovery shall be made as per the decision of the Dy. Director of Horticulture which shall be final and binding.
6. The staff deployed for horticulture work must have good knowledge about horticulture works operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted plants maintenance etc. and supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.
7. The contractor shall maintain the attendance of staff/labourer deployed at site with authentic proof of attendance; nothing shall be paid extra to the agency on this account.
8. The contractor shall have registration with EPFO and ESIC for safeguard the interest of his workers. The contractor shall make deduction on account of EPF & ESIC to labourer /staff deployed by him on the work and will furnish detail of each worker at division office every month.
9. All the T&P, related spare parts, its repairing, fuel and other then T&P items like irrigation pipe, hessian cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.
10. The Department shall not be responsible for any injury, or death of any worker at site due to accident during functioning of the equipment or by negligence of the contractor/agency.
11. Agency will make all arrangement for safety of the labours engaged for pruning or felling of Trees/woods. For any mishappening or accident to any person or human being or damage to any property, the agency will be fully responsible for such mishappening.
12. The contractor will be responsible for police verification of the labourer & permission of vehicles deployed for the execution of work. They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance.
13. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, Father's Name, Local Address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.

14. The attendance register shall be maintained by the contractor. Officer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.
15. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra shall be payable to the contractor on this account.
16. The contractor will have to engage **29 Nos. Gardeners** daily or on the basis of area measured +/- at site (as per yard stick of the work) not below the age of 18 years.
17. In case of absence from duty by labourer, amount shall be recovered @ double of current minimum wages from the contractor's bill.
18. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
19. Contractor will have to give payment on minimum wages, fixed by Chief Labour Commissioner, Government of India, as per direction of Officer-in-charge, which are revised time to time through Bank or ECS or online transfer to the Bank account of deployed staff. Any increase in the labourer wages by Chief Labour Commissioner, Government of India subsequently may be retrospective effect, shall be binding to the contractor and labourer shall be paid at the increased rates w.e.f. the date mentioned in the notification.
20. **All cess/duties/taxes as applicable on the date of receipt of tender shall be borne by the contractor. The contractor shall quote his rates considering all such cess/duties/taxes. Contractor must have GST registration. No reimbursement shall be made for taxes paid like GST etc.**
21. The contractor shall follow provision of contract labour(Abolition and regulation) ACT 1970 & minimum wages ACT.
22. The contractor is bound to distribute the salary / wages to his worker by 7th of each month, positively, by ECS or online transfer to the Bank account of deployed staff, as feasible.
23. The following documents should be the part of bill submitted by the agency and Engineer-in-Charge/ authorized representative of Engineer-in-Charge should verify these documents before making payment: -
 1. Details of employees with date of their engagement.
 2. Document of payment made to the employees directly in their bank accounts.
 3. Authentic proof of attendance.
 4. Document of deposition of ESI & EPF deductions in the employee's accounts. If any bill submitted for payment before deposition of ESI/EPF deductions, then document of deposition of ESI/EPF deduction for the previous month.
 5. Any penalty imposed on the agency for delay in disbursing payment & deposition of ESI/EPF deductions in the employee's accounts.
 6. Any other documents required to ensure the disbursing minimum wages on or before time and ESI/EPF deduction deposited in their account timely.
24. Copy of Identity card / Gate pass of the staff deployed by him on the work.

GOOD EARTH (Special Condition)

1. The good earth should be free from rubbish, sandy loam, well drained, fertile, having the pH value in the range of 6 to 8.5.
2. In order to ensure the suitability of good earth supplied for Horticulture purpose, lab test will be required for every 300 cum of good earth supplied.
3. If good earth is rejected due to certain reasons, the same should be replaced immediately by the Contractor at his own risk and cost.

CONTRACTOR**DEPUTY DIRECTOR OF HORTICULTURE**

SPECIAL CONDITIONS

1. The contractor should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
2. The field staffs are to be engaged as per approved yard stick of Govt. of India. The yard stick for reference is given below: -
 - a. **Complete maintenance of the entire garden features, Prestigious offices, Samadhies @ 1 Mali for 1 Acre**
 - b. **Cutting of Hedge/Edge @1 Mali for 3000 Rmtr.**
3. **The total Nos. of field staff / Mali/Sweeper to be engaged will be 29 Nos.** The staff shall have minimum two years' experience of similar nature of work. The normal working hours will be 8 hours a day from 9.00 a.m. to 5.00 p.m. with one hour lunch break from 1.00 p.m. to 2.00 p.m. subject to staggering of duty hours as per actual requirement. During Sundays and other Holidays contractor must deploy essential staff to ensure minimum maintenance particularly for watering of pots and maintenance of nursery.
4. The Good Earth & Cow Dung Manure shall be supplied at any Enquiry office or at site within the jurisdiction of Horticulture Division No.-v and nothing extra shall be paid.
5. The rates shall be inclusive of all taxes and cartage etc. and nothing extra shall be paid on this account.
6. Before making supply, the contractor shall be required to get the samples approved by the Officer-in-Charge.
7. Any damage due to handling in transit shall be borne by the contractor and nothing shall be paid extra for handling.
8. Time allowed for completion of work is **12 (Twelve) Months.**
9. No deviation in quantities will be allowed without prior approval of competent authority.
10. Quantities mentioned in schedule of quantities are tentative. The item may be asked to be supplied in full or in parts. Quantities in parts as per actual requirement will be intimated to contractor and the same will be supplied by the contractor within 10 days of such order.
11. The materials shall be got approved before supply from Officer in Charge.
12. The divisional officer reserves right to ask for submission of samples in respect of materials for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so, does not submit the sample within seven days of written order to do so, the Govt. shall be at liberty to forfeit 50% of the said earnest money absolutely.
13. The Contractor must follow the following activities (listed in checklist) which are covered under this maintenance contract and submit their performance every month of 10th positively through proper channel in division office.

Assistant Director (H)
Sub Division-2/HD-VI,
CPWD, New Delhi

Dy. Director (Hort.)
Hort. Division-VI
CPWD, New Delhi
Email-delddhd6.cpwd@nic.in
Tel. 011-21401183

CHECK LIST FOR HORTICULTURE MAINTENANCE ACTIVITIES

S. No	Item /Activity of Work	Nos/Qty/Frequency Required	Nos./Qty executed during the month	Contractor's Signature	S.O (Hort.)	A. D. (Hort.)
i	Pruning & Trimming of Trees/Shrubs Creepers etc.	Yearly/need base with the permission of forest department				
ii	Hedges Cutting	Fortnightly				
iii	Any other item (Horticulture, CIVIL,Elect.U/F water supply) required for proper maintenance	On need basis				
iv	Irrigation	Daily				
v	(i) Manuring (ii)Fertilization	(i) Once in a year In Winter (ii) In summer and rainy season As per requirement				
vi	Lawn Mowing	Fortnightly				
vii	Plant Protection	Need basis				
viii	Cultivation & Weeding	As and when required				
ix	SeasonalFlowers	Wherever feasible				
x	Top dressing with soil &/ormanure	Yearly				
xi	Repair &replacement ofplants, levelling etc.	As and when required				
xii	Annual Tree plantation under Van MahotsavProgram	Once in a year (in monsoon) or As and when required				

CONTRACTOR**DEPUTY DIRECTOR OF HORTICULTURE**

LIST OF TOOLS

The contractor must submit the following T&P items at site before the work start

Sl. No.	Description of Item	Quantity
1	Secateurs	5
2	Lawn Mower (power operated)	-
3	Power operated knapsack Sprayer	2
4	Garden Scissor (Kaichi)	15
5	Garden rake	15
6	Hedge trimmer (power operated)	1
7	Brush Cutter	4
8	Aluminium Ladder 5 to 8 Feet Ht.	2
9	Water Cane (05 lit)	5
10	Diesel/Petrol operated Lawn Mower	4
11	Cycle Rickshaw	2
12	Flexible Hose Pipe 30m length (once in 6 months)	50
13	Weeding Khurpee	15
14	Broom with Bamboo Stick	20
15	fawda	5
16	Gati	2
17	The other routine maintenance tools like khurpee, Dattli/Panji, Aari, tikka, etc.	As per site requirement & as directed by the Officer-in-Charge.

ASSISTANT DIRECTOR (H)

DEPUTY DIRECTOR OF HORTICULTURE

PROFORMA FOR WORKERS IDENTITY CARD

NOTE: - 1. This Contractor is valid only for specified working place / place of duty. 2. This Contractor is fully responsible for any misuse of this card beyond duty hours / days. 3. The contractor bears responsibility for the character card holder worker.	SL. NO..... WORKER IDENTITY CARD Name of Agency with Address :- Telephone No. / Mobile: - Registration No: - VALID UPTO: -
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Name of worker: - Present Address: - Permanent Address: - Identification Mark: - Place of Duty: -	Signature of Worker: - Signature of Contractor: -
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PERFORMA OF VERIFICATION OF CPWD CONTRACTOR WORKERS

Name of work: -

Agreement No.: -

Agency Name of Worker: -

Father's / Husband Name: -

Age: -

Present Address: -

Permanent Address: -

Period of Duty in Delhi: -

Two references in Delhi
With Present & Permanent
Address (with one other than
Contractor with telephone Nos.)

(Signature of Worker)

(Signature of Contractor)

Note: - Worker / Contractor to submit attested photocopy of the Identification of the refers.

PROFORMA FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD**Receipt of deposition of original EMD**

(Receipt No.Date.....)

- | | | |
|----|---|---|
| 1. | Name of work: | M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.) |
| 2. | NIT No.: | 28/2026-27/DD/HD-VI/DELHI/2 |
| 3. | Estimated Cost: | Rs. 93,77,276/- |
| 4. | Amount of Earnest Money Deposit | Rs. 1,87,546/- |
| | (EMD shall be made / issued only from the account of the bidder / tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid, shall not be accepted.) | |
| 5. | Last date of submission of Bid | 07.08.2026 |

- | | | |
|----|---------------------------------|-------|
| 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 Alongwith office stamp**

On non-judicial stamp paper of minimum Rs. 100

**(Guarantee offered by Bank to CPWD in connection with the execution of contracts) 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 Rs. (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 Rs. (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) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (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 Rs. (Rupeesonly)
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 Rs. (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.....

Name and address

Authorized signatory

Name

Designation

Staff code no.

2. Signature

Name and address

Bank seal

Schedule of Quantity

Name of work: M/o Garden area attached to Shanti Van under Hort. Sub Division- 2/VI, C.P.W.D., New Delhi Dg. 2026-27. (SH: Maintenance of Horticulture works.)

Item No	Description of items	Quantity		Rate	Unit	Amount
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers etc. including hoeing pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required), top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by officer-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide and plants will be provided by the department and lawn mover and brush cutter with fuel & other T & P material/articles shall be provided by the contractor). Prestigious offices, Samadhies, Kartavya Path, Buddha Jayanti Park, San Martin Park, DDU Park and Other equivalent park having well developed garden features like lawns, hedge, topiaries, shrubs beds etc.(1.00 Acre=One Mali) As per yard stick. 114358.00 sqm x 12 Months =1372296.00 sqm)	1372296	Sqm	6.20	Per Sqm/ Per Month	8508235.00
2	Cutting of Hedge/Edge including removing of cut material, cleaning, hoeing of hedge/edge-bed, watering, manuring and applying insecticides and fungicides etc.(excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge. Hedge cutting (Normal Hedge) upto 1.2 mtr. height As per yard stick 1 mali = 3000 running mtr.) 880 X 12 Months = 10560 rmtr.).	10560	Rmtr.	9.10	Per mtr./ Per Month	96096.00

3	Supplying and stacking of good earth at site including royalty and carriage upto 5 km lead complete (earth measured in stacks will be reduced by 20% for payment).	339	Cum	681.15	Per Cum	230910.00
4	Supplying and stacking of well decayed cattle manure at site including royalty and carriage upto 05 k.m. lead complete (Cattle manure measured in stacks will be reduced by 8% for Payment).	339	Cum	565.35	Per Cum	191654.00
5	Removal of garden waste by TATA 407 or equivalent including loading/unloading and carriage upto 1 km lead, complete disposal upto designated place as per direction of officer-in-charge	672	Trips	521.40	Per Trip	350381.00
Total						9377276.00

Dy. Director (Hort.)
Hort. Division-VI
C.P.W.D., New Delhi