

NIT NO: 09/NIT/DDH/HDG/2026-27

Name of Work: M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features).

INDEX

Sl. No.	Description	Page No.
1.	Index	1
2.	PART – A	2
3.	CPWD-6 for e-tendering	3-6
4.	Receipt of deposition of original EMD	7
5.	Information and instructions for bidders for e-tendering forming part of bid document	8-9
6.	CPWD-7	10-11
7.	Form of Bank Guarantee for Earnest Money Deposit / performance Guarantee/Security Deposit/Mobilization Advance	12-13
8.	Performa of schedules	14-18
9.	PART – B	19
10.	Modification in GCC	20-40
11.	General Condition	41
12.	Condition for Horticulture Work	42-43
13.	Schedule of quantity	44-46

Certified that this N.I.T. amounting to Rs.9, 41,174.00 (Rupees Nine Lakhs Forty One Thousand One Hundred Seventy Four Only). Contains page 1 to 46 only, in chronological order.

**Chief Estimator (Hort.)
Horticulture Division
CPWD, Guwahati – 781035**

Approved by

**Deputy Director (Hort.)
Horticulture Division Guwahati
CPWD, Guwahati - 35**

PART – “ A ”

CPWD-6 FOR E-TENDERING

Percentage rate bids are invited by **Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati – 781035** on behalf of President of India from approved and eligible contractors registered in (Horticulture Category) of CPWD in appropriate class, CPWD for the Work of **“M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features).**

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 **to Rs 9, 41,174.00 (Rupees Nine Lakhs Forty One Thousand One Hundred Seventy Four Only)** 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** (or other Standard Form as mentioned) 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 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.etender.cpwd.gov.in** 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 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 bid as notified.
7. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
8. Earnest Money amounting to **Rs. 18,823 /-** 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, Assam Aviation Works Division, CPWD, Guwahati-15, payable at Guwahati)** 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 receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed)

uploaded by tender inviting EE in the NIT.

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 of any scheduled bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified 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 as specified shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded 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.

- 9A 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 **05:30 PM on 29.08.2026**

****To be filled in by Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati – 781035.**

- 10 **The bid submitted shall become invalid and e-Tender processing fee shall 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.

11. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned Scheduled E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance surety bonds, Account payee Demand Draft, Fix Deposit Receipt or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial bank 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 including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

12. The description of the work is as follows:

M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features). 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.

13. 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.
14. 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.
15. 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.
16. 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 renders him liable to be removed from the approved list of contractors of this Department.

17. 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.
18. The bids for the work shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids.
 - (i) If any tenderer withdraws his tender or makes any modifications in the terms & condition of the tender which is not acceptable to the department within 7 days after last date 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 or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date 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) 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.
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 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 or other Standard C.P.W.D. Form as applicable.

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No. Date)

Name of work: M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features).

NIT No. 09/NIT/DDH/HDG/2026-27

1. Estimated Cost: Rs. 9,41,174/-
2. Amount of Earnest Money Deposit. Rs. 18,823/- (EMD in favour of in favour of Executive Engineer, Assam Aviation works Division, CPWD, Guwahati-15, payable at Guwahati).
3. Last date of submission of bid: 29.08.2026

(** To be filled by DD, Horticulture Division, Guwahati, CPWD, Guwahati 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 (EE/AAO)
Along with office stamp

(# To be filled by EMD receiving EE)

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING
PART OF BID DOCUMENT
(Applicable for inviting open bids)**

The **Dy. Director (Hort.)**, **Horticulture Division, Guwahati**, CPWD, Guwahati – 781035 on behalf of President of India invites online percentage rate bids from approved and eligible contractors of CPWD for the following work :

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, documents as specified in the bid document.	Date & time of opening of bids
2	3	4	5	6	7	8
09/NIT/DDH/HDG/2026-27	M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features).	Rs. 9,41,174/-	Rs. 18,823/-	12 (Twelve) Months	Up to 05:00 PM on 29.08.2026	Date 29.08.2026 at 05:30 PM

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 www.etender.cpwd.gov.in or www.cpwd.gov.in free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Demand draft or Pay order or Bankers Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), CPWD and other documents as specified.

5. Those contractors not registered on the website mentioned above, are required to get registered before and. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
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 pink 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. Commercial registration document, Pollution Certificate, Road Tax Paid receipt of the vehicle from the relevant motor vehicle department / competent authority of State Government should be submitted by the bidder within 7 days after award of work.

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

- (i) Enlistment Order of the Contractor.
- (ii) Receipt of deposition of Original EMD.
- (iii) Copy of EMD
- (iv) GST Registration Certificate, if already obtained by the bidder.

or

If the bidder has not obtained GST registration as applicable, then he shall scan and upload following under taking along with bid documents.

"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 a/c of the work executed and/or for any action taken by CPWD or GST department in this regard"

- (v) EPFO , ESIC registration certificate
- (vi) Scanned copy of ERP training completion certificated of the agency (Contractor).

CPWD-7
GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE :-**Assam.**

DIVISION :- **Dy. Director (Hort.)**

SUB DIVISION:-**Assistant Director (Hort.)**

Percentage Rate Tender & Contract for Horticulture Works

(A) Tender for the work of:-“ M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH : Complete maintenance of entire garden features).

- (i) To be uploaded by 05:00 PM on 29.08.2026 To / upload at**
- (ii) To be opened in presence of tenderers who may be present at 05:30 PM on 29.08.2026 in the office of Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035.**

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 respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for 30days from the due date of its opening in case of single bid system and not to make any modification in its terms and conditions.

A sum of **Rs. 18,823/-** is hereby forwarded in cash/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 as earnest money.

Further, I/We agree that in case of forfeiture of 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 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 Performance Guarantee and he will be suspended for one year and shall not be eligible bid for CPWD tenders from the date of issue suspension order.

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 Contractor

Witness:

Postal Address

Address:

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 the President of India.

Signatures

Dated:

Designation

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.....
2. Name and Address

Authorized Signatory
Name
Designation
Staff code no.
Bank seal

1. Signature.....
- Name and 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 be

PROFORMA OF SCHEDULE**SCHEDULE 'A'**

Schedule of quantities (as per PWD-3)	:	Page No. (P – 44-46)
---------------------------------------	---	----------------------

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any	:	General Condition (P– 41) Condition for horticulture work (P – 42-43)
---	---	--

SCHEDULE 'E'

Reference to General Condition of contract	:	General Conditions of Contract 2023 (Maintenance work) CPWD – 7 with upto date corrections slip issued till last date of submission of bid.
Name of work	:	M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH: Complete maintenance of entire garden features).
Estimated cost of work	:	Rs. 9,41,174/-
1) Earnest money	:	Rs. 18,823/-
2) Performance Guarantee	:	(i) 5% of tendered value or Estimate Cost Put to tender (ECPT) (Whichever is higher) (ii) 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.
3) Security Deposit	:	2.5 % of tendered amount.

SCHEDULE 'F'**GENERAL RULES & DIRECTIONS**

Officer Inviting Tender	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below under clause 12 of Schedule 'F'

Definitions:

2(v)	Engineer-in-Charge	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
2(viii)	Accepting Authority	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2(xi)	Standard Schedule of Rates	:	Based on DSR 2025 & AR
2(xii)	Department	:	Central Public Works Department
8(ii)	Standard CPWD contract Form GCC-2023 Maintenance work , CPWD Form 7 as modified and corrected up to last date of submission of bid.	:	CPWD Form – 7

Clause 1

(i)	Time allowed for submission of Performance Guarantee Programme Chart (Time and Progress) and applicable Labour Licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue letter of acceptance.	:	07 Days
(ii)	Maximum allowable extension with late fee @ 0.1% Per day of Performance Guarantee amount beyond the period provided in (i) above	:	03 (Three) Days with late fee @ 0.1% Per day of PG amount.

Clause 2

Authority for fixing compensation under clause 2	:	Chief Engineer, Guwahati, CPWD, Guwahati
--	---	--

Clause 2A

Applicable Clause 2 / Clause 2A	:	Yes, Clause 2
---------------------------------	---	---------------

Clause 5

Number of days from the date of issue of letter of acceptance of work for reckoning date of start	:	10 Days
---	---	----------------

Mile stone(s) as per table given below:-

Sl. No.	Description of Mile stone(s) (Financial)	Time allowed in days (From date of start).	Amount to be withheld in case of non-achievement of mile stone(s).
---------	--	--	--

1	-N/A_

Authority to decide:

(i)	Extension of time	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
(ii)	Rescheduling of mile stones	:	N/A
(iii)	Shifting of date of start in case of delay in handing over of site.	:	N/A

Clause 5.1 (a)

Proforma of schedule clause 5 schedule of handing over of site.

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Full	As per CPWD 6 (Sl. No. 3)
Part B	Portion with encumbrances	Nil	NA
Part C	Portions dependent on work of other agencies	NA	NA

Clause 5.1 b(iii)

The Contractor shall submit Progress Chart every month using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery specific rate @.	:	N/A
---	---	-----

Clause 5.2

Nature of Hindrance Register (either Physical or Electronic)	:	Physical
--	---	----------

Clause 6

Mode of Measurement Book (CMB) / Electronic Measurement Book (EMB)	:	CMB (Computerized Measurement Book)
--	---	--

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 for interim payment.	:	40% of ECPT
--	---	--------------------

Clause 7A

Whether Cluse 7A shall be applicable	:	Yes Applicable
--------------------------------------	---	-----------------------

Clause 10A :

Whether applicable or not applicable	:	Not Applicable
--------------------------------------	---	-----------------------

Clause 10-B (ii)

Whether clause 10-B (ii) shall be applicable	:	Not Applicable
--	---	-----------------------

Clause 10 C

Component of labour expressed as percentage of value of work	:	Not Applicable
--	---	-----------------------

Clause 10 CA

Authority to issue base price of materials	:	CE, Guwahati
--	---	---------------------

Clause 10 CA materials Covered under this clause	Nearest material (other than cement, reinforcement bars, the structural steel and POL) for which All India Wholesale Price Index is to be followed	Base Price excluding GST (Rs.) but i/c Carriage up to site
1. Cement (OPC grade 43)	Nil	NA
2. Reinforcement bars (grade Fe 500 D or more)Primary producers	Nil	NA

* Includes cement component used in RMC brought at site from outside approved RMC plants, if any.

Clause 10 CC

	:	Not Applicable
--	---	-----------------------

Clause 11

Specifications to be followed for execution of work	:	CPWD specifications 2019 Volume I and II, modified /corrected up to last date of submission of bid including extension if any .
---	---	---

Clause 12

Nature of work	:	Maintenance work
-----------------------	---	-------------------------

Clause 12.2 and 12.3

Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work.	:	100%
--	---	------

Clause 12.5

(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work(except items mentioned in earth work sub head in DSR).	:	100%
(ii) Deviation limit for items mentioned in earthwork subhead of DSR	:	100%

Clause 16

Competent Authority for deciding reduced rates	:	Chief Engineer, Guwahati CPWD, Guwahati-35.
--	---	---

Clause 19

Clause 19C	Authority to decide penalty for each default	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
Clause 19D	Authority to decide penalty for each default	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
Clause 19G	Authority to decide penalty for each default	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035
Clause 19K	Authority to decide penalty for each default	:	Dy. Director (Hort.), Horticulture Division, Guwahati, CPWD, Guwahati - 781035

Clause 25

Settlement of Disputes by Conciliation and Arbitration:-Modification in Clause 25 of GCC 2020 for Construction/EPC/Maintenance Works. (No:-DG/CON/317 dated 28-06-2021)

Sl. No		
1.	Conciliator	ADG (RG), Guwahati or his successor
2.	Arbitrator Appointing Authority	CE (Guwahati) or his successor.
3.	Place of Arbitration	Guwahati

Part - 'B'

**केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन**

No. DG/ CON/317

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 28.06.2021

Subject: Modification in Clause 25 of GCC 2020 for Construction/EPC/Maintenance Works.

Clause 25 of General Conditions of Contract 2020 for construction, EPC and maintenance works and corresponding provisions in Schedule F are modified as below. Further, new Appendix XVII and Appendix XIX are added, and existing Appendix XVII is modified and re-numbered as Appendix XVIII.

Existing Provision	Modified Provision
Clause 25: Settlement of Disputes & Arbitration Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer/ CPM, or where there is no Chief Engineer/CPM, request the Additional Director General/Special Director	Clause 25: Settlement of Disputes by Conciliation and Arbitration Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter. 25.1 Conciliation: If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawing, record or decision given in writing by the Engineer-in-Charge; or if the Engineer-in-Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable and disputed; such party may promptly refer such disputes and amount claimed for each dispute to the Conciliator (Special Director General or the Additional Director General concerned with the work, as applicable) in the proforma

Recd
EEC

VP Sahu
VP Sahu
SE C&M

General, who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/CPM/ADG/SDG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.

The DRC will submit its decision to the concerned ADG/SDG for acceptance. ADG/SDG in a time limit of 30 days from receipt of DRC decision will convey acceptance or otherwise on the said decision. If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or the ADG/SDG fails to give his decision in the aforesaid time limit or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC)/ ADG/ SDG or on expiry of aforesaid the time limits available to DRC/ ADG/SDG, may give notice to the Chief Engineer/CPM, CPWD, in charge of the work or if there be no Chief Engineer/ CPM,, the Additional Director General /Special Director General concerned or if there be no Additional Director General/ Special Director General, the Director General, CPWD for appointment of Arbitrator on prescribed proforma as per Appendix XVII under intimation to the other party.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking arbitration.

The CE/ADG/ SDG shall in such case appoint the sole Arbitrator or one of the three Arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral

prescribed in Appendix XVII mentioned in Schedule F, under intimation to the other party. The Conciliator may then request each party to submit to him a brief written statement describing the disputes and the points at issue. Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings, the Conciliator may request a party to submit to him such additional information as he deems appropriate. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, he may re-formulate the terms of a possible settlement in the light of such observations. If the parties reach agreement on a settlement of the disputes, they may draw up and sign a written settlement agreement on non-judicial stamp paper as per Stamp Act. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each party. The termination of conciliation proceedings shall be in accordance with Section 76 of The Arbitration and Conciliation Act, 1996. No party shall be represented before the said Conciliator by an advocate or legal counsel. The conciliation proceedings shall be completed within 45 days from the receipt of reference. This time may be enlarged by 15 days by the Conciliator. The conciliation proceedings shall be deemed to have been terminated at the end of 60 days from the receipt of reference.

25.2 Arbitration: If the aforesaid conciliation proceedings fail or the Conciliator fails to give proposal for settlement within the aforesaid period, either party may promptly give notice in the proforma prescribed in Appendix XVIII, under intimation to the other party, to the Chief Engineer or the Superintending Engineer concerned with the work (as applicable), hereinafter referred to as the Arbitrator Appointing Authority as indicated in Schedule F, for appointment of Arbitrator.

Beary
SE (C)

VP Sahu
VP Sahu
SE C&M

Tribunal consists of three Arbitrators, the contractor shall appoint one Arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/ SDG /DG for appointment of Arbitrator, as the case may be, and two appointed Arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator.

In the event of

- (a) A party fails to appoint the second Arbitrator, or
- (b) The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then the Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.

(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole Arbitrator where claimed amount is Rs. 20 Crore or less. Where claimed Value is more than Rs. 20 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the decision of the ADG/ SDG on the finding / recommendation of DRC.

It is also a term of this contract that member(s) of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts, and further he shall have earlier worked at a level not lower than Chief Engineer/ equivalent (i.e. Joint Secretary level of Government of India). This shall be treated as a mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of

However, a party may seek appointment of Arbitrator without taking recourse to the process of conciliation mentioned in sub-clause 25.1 above.

In the event of either party giving a notice to the Arbitrator Appointing Authority for appointment of Arbitrator, the said Authority shall appoint Arbitrator as per the procedure given below and refer such disputes to arbitration.

(a) Number of Arbitrators: If the contract amount is less than Rs.100 crore, the disputes may be referred for adjudication by a sole Arbitrator. If the contract amount is Rs.100 crore or more, the disputes may be referred to an Arbitral Tribunal of three Arbitrators.

(b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India).

The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.

The age of Arbitrator at the time of appointment shall not exceed 70 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.

(c) Parties to select Arbitrator: Based on the criteria specified above, a list of empanelled Arbitrators has been prepared in CPWD, and the parties shall have option to select an Arbitrator from the list sent to them.

25.3 Appointment of Sole Arbitrator: The parties may opt for appointment of the Arbitrator of the Ministry of Housing and Urban Affairs. In such cases, the party seeking arbitration has to submit an express agreement in writing as per Appendix XIX

EE (C)

VP Sahu
VP Sahu
SE C&M

Arbitral Tribunal may agree in writing for fast-track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.

Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the Arbitrator without any requirement of reference by the appointing authority. The Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.

It is also a term of the contract that fees payable to arbitral tribunal shall be as approved by DG, CPWD, OM issued vide no.2/2006/SE(TLC)/CSQ /137 dated 19-11-2019 (or its latest amendment as approved by DG, CPWD). This fee shall be shared equally by parties.

The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of place of arbitration, the arbitral tribunal shall determine the place of arbitration.

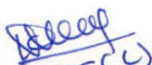
The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

towards waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 along with the notice for appointment of Arbitrator in the proforma prescribed in Appendix XVIII, under intimation to the other party. The Arbitrator Appointing Authority shall, within 30 days of receipt of the said notice, appoint Arbitrator of the Ministry of Housing and Urban Affairs as Arbitrator in the matter, provided the other party also submits waiver of Section 12(5), ibid in Appendix XIX within 7 days of the receipt of the said notice.

Where any one of the parties does not opt for the Arbitrator of the Ministry of Housing and Urban Affairs, or does not submit the waiver agreement, the Arbitrator Appointing Authority shall propose five Arbitrators from the list of CPWD Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list.

25.4 Appointment of Arbitral Tribunal of three Arbitrators: The Arbitrator Appointing Authority shall prepare two separate lists of five Arbitrators each from the list of CPWD Empanelled Arbitrators, and send one to the party seeking arbitration and other to the responding party, within 15 days of the receipt of notice. The parties will then choose any one Arbitrator from the list provided to them within 15 days of receipt of the list. The Arbitrator Appointing Authority shall then appoint those chosen by the respective parties as Arbitrators and also a third Arbitrator from the list of CPWD Empanelled Arbitrators to act as presiding Arbitrator.


EE (C)


VP Sahu
SE C&M

	within 15 days of receipt of choice from both the parties. It is a term of this arbitration agreement that if the parties fail to select, within the period prescribed above, an Arbitrator of their choice from the list of CPWD Empanelled Arbitrators forwarded to them, the Arbitrator Appointing Authority shall himself select and appoint Arbitrator from the said list. 25.5 Applicable Law: The provisions of the Arbitration and Conciliation Act, 1996 (Act 26 of 1996) and any further statutory modification or re-enactment thereof shall be applicable. Further, the fast-track procedure for arbitration contained in Section 29B of the said Act shall apply. 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No. 2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties. 25.7 Place of Arbitration: The place of arbitration shall preferably be as mentioned in Schedule F. However, the Arbitral Tribunal may decide the place in consultation with both the parties. 25.8 Terms of reference: The Arbitral Tribunal shall adjudicate on only such disputes as are referred to it by the Arbitrator Appointing Authority and give separate award against each dispute referred to him and shall give reasons for the award in all cases where the total amount of the claim by any party exceeds Rs.1,00,000. 25.9 Interest on Arbitration award: It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent-elite interest shall be payable on any part of the Arbitral award.
PROFORMA OF SCHEDULES Schedule F Clause 25 Constitution of Dispute Redressal Committee (DRC)	PROFORMA OF SCHEDULES Schedule F Clause 25 (i) Conciliator: (ii) Arbitrator Appointing Authority:

[Signature]
 EBC

[Signature]
 VP Sahu
 SE C&M

Chairman -	(iii) Place of Arbitration:
Member -	
Member -	
No Provision (The existing Appendix XVII is re-numbered as Appendix XVIII)	APPENDIX – XVII Reference of disputes and amount claimed for each dispute to the Conciliator. [Refer to Clause 25] To, The ADG/SDG (Region) Subject: Reference of disputes and amount claimed for each dispute to the Conciliator for settlement of disputes relating to agreement number: Dear Sir, In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby refer my / our disputes and amount claimed for each dispute to you for settlement in your capacity as Conciliator. 1. Name of applicant: 2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company: 3. Full address of the applicant: 4. Name of the work and contract number for which arbitration is sought: 5. Name of the Division which entered into contract: 6. Contract amount: 7. Date of contract: 8. Stipulated date of start of work: 9. Stipulated date of completion of work: 10. Actual date of completion of work (if completed): 11. Total number of claims made: 12. Total amount claimed: 13. Date of intimation of final bill (if work is completed): 14. Date of payment of final bill (if work is completed): 15. Amount of final bill (if work is completed): 16. Date of claim made to Engineer-in-Charge: 17. Date of receipt of decision from Engineer-in- Charge: I/We certify that the information given above is true to the best of my/our knowledge. I/We

[Signature]
BECC

[Signature]
VP Sahu
SE C&M

	enclose the statement of claims with amount of each claim. Yours faithfully, Signature of the applicant (Only the person/authority who signed the contract should sign here) Copy to: 1. The Chief / Superintending Engineer 2. The Executive Engineer..... Division
APPENDIX – XVII Notice for appointment of Arbitrator [Refer Clause 25] To, The Chief Engineer/ADG/SDG (Zone or Region) Dear Sir, In terms of clause 25 of the agreement, particulars of which are given below, I/We hereby give notice to you to appoint an Arbitrator for settlement of disputes mentioned below. 1 to 15. 16. Date of appeal to you 17. Date of receipt of your decision Specimen signatures of the applicant (only the person/authority who signed the contract should sign) I/We certify that the information 1. We have exhausted provision of DRC as per clause 25 of this agreement. 2. Statement of claims with amount of claims. 3. 4.	APPENDIX – XVIII Notice for appointment of Arbitrator [Refer to Clause 25] To, The Chief Engineer/Superintending Engineer (Zone or Circle) Subject: Notice for appointment of Arbitrator for adjudication of disputes relating to agreement number: Dear Sir, In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/We hereby give you notice to appoint an Arbitrator for adjudication of disputes mentioned below. 1. Name of applicant: 2. Whether applicant is Individual/Proprietorship Firm/Partnership Firm/Company: 3. Full address of the applicant: 4. Name of the work and contract number for which arbitration sought: 5. Name of the Division which entered into contract: 6. Contract amount: 7. Date of contract: 8. Stipulated date of start of work: 9. Stipulated date of completion of work: 10. Actual date of completion of work (if completed): 11. Total number of claims made: 12. Total amount claimed: 13. Date of intimation of final bill (if work is completed): 14. Date of payment of final bill (if work is

Blue
EE (C)

VP Sahu
VP Sahu
SE C&M

Yours faithfully, (Signatures) Copy in duplicate to: 1. The Executive Engineer, Division	completed): 15. Amount of final bill (if work is completed): 16. Date of reference made to SDG/ADG for conciliation, if applicable: 17. Date of termination of conciliation proceedings: 18. I/We hereby give consent for appointment of Arbitrator of MoHUA. Waiver agreement as per Appendix-XIX is enclosed. Or I/We do not give consent for appointment of Arbitrator of MoHUA. I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the following documents. 1. Statement of claims with amount of each Claim. 2. *Agreement of waiver of Section 12(5) of the Arbitration and Conciliation Act, 1996 in Appendix-XIX. (* strikeout if not applicable). Yours faithfully, Signature of the applicant (Only the person/authority who signed the contract should sign here) Copy to the Executive Engineer..... Division
No Provision	APPENDIX-XIX Agreement towards waiver of Section 12(5) of Arbitration & Conciliation Act 1996 [Refer to Clause 25] 1. Whereas certain disputes have arisen between M/s..... (claimants) and M/s (respondents) relating to agreement No..... 2. And whereas the parties are aware that Shri is on the cadre of CPWD; presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Government of India. 3. I/we agree for the appointment of Shri

Deletion
EE (C)

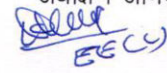
VP Sahu
VP Sahu
SE C&M

	as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of Section 12(5) of the Arbitration & Conciliation Act, 1996. Signature (Only the person/authority who signed the contract should sign here) Name..... Date: (The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer-in-Charge, if required.)
--	---



(वी.पी. साहु)

अधीक्षण अभियंता(सी.एंड एम.)



Issued from file No.CSQ/CM/17(1)/2021e-file no. 9105724

केलोनवि तथा लोनवि, दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (केलोनवि वेबसाईट के माध्यम से)।

1/6

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

NO.DG/CON-Construction-2020/337

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated 13.04.2023

Subject: Amendments in Clause 6 and Schedule-'F' of "GCC-2020 Construction works".

With the implementation of ERP system, online measurement of works is to be done for payment of works being executed by CPWD. The ERP system of e-measurement shall be adopted for this purpose in the following manner:-

The following amendment is made in "GCC-2020 Construction works".

Existing Provision	Modified Provision
Clause 6 Computerized Measurement Book	Clause 6 Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal
Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.	Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.
All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.	All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal and Computerized Level Book (CLB) having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract.
All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorized representative as per interval or program	All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his/her authorized representative as per interval

13/04/2023
K R MEENA
EE(Contract)

13/04/2023
VP Sahu
SE C&M

1

fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

or program fixed in consultation with Engineer-in-Charge or his/her authorized representative.

In case of CMB/CLB, after the necessary corrections made by the Engineer-in-Charge or his/her authorized representative, the measurement sheets/ shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.

In case of EMB, the contractor shall record measurement online on ERP Portal and shall raise RFI(Request for Inspection)online for checking the online measurements by the Engineer-in-Charge or his/her authorised representative as per programme or interval fixed in consultation with Engineer-in-Charge and/or his/her authorised representative. If after verification by the Engineer-in-Charge and/or his/her authorised representative, any change is required, then Engineer-in-Charge and/or his/her authorised representative seeking the change shall return the online rejected measurements to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer-in-Charge and/or his/her authorised representative.

Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized

Whenever bill is due for payment, in case of CMB, the contractor would initially submit draft computerized measurement sheets and these measurement(s) would be got checked/ test checked from the Engineer-in-

[Signature]
13/04/2023
P. K. SINGH
Engineer-in-Charge

[Signature]
VP Sahu 13/04/2023
SE C&M

2

representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

The Engineer-in-Charge and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

Charge and/ or his/her authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/ test checks in his draft computerized measurement(s) and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered.

In case of EMB, the contractor shall have to download EMB for the approved RFI (request for inspection), from ERP Portal, submit printout of final EMB, having pages of A-4 size without any corrections, duly bound and with its pages machine numbered.

The Engineer-in-Charge and/ or his/her authorized representative would thereafter check this CMB /EMB and record the necessary certificates for their checks/ test checks.

The final, fair, computerized measurement book (CMB) / downloaded copy of EMB /CLB given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurement(s) would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit afresh CMB / CLB / EMB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department.

Thereafter, the CMB / CLB / EMB shall be taken in the Divisional Office records, and allotted a number as per the Register of CMBs/ EMBs/ CLBs. This should be done before the corresponding bill is submitted to the Division Office for payment.

Signature
13/4/2023

Signature
13/04/2023
VP Sahu
SECAM

3

The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.	The contractor shall submit two spare copies of such CMBs/ EMBs/CLBs for the purpose of reference and record by the various officers of the department.
The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the 'bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.	The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the register of CMBs/ EMBs/CLBs in the same way as done for the measurement book meant for measurements.
The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.	The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his/her authorized representative.
Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.	Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
<i>[Signature]</i> 13/04/2023 CT MEENA Engineer	<i>[Signature]</i> 13.04.2023 VP Sahu SE CAM

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the

The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his/her authorized representative-in-charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his/her authorized representative-in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his/her authorized representative may cause either themselves or through another officer of the department to check the measurements/levels recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this contract that checking and/or test checking the measurements/levels of any item of work in the CMB/ EMB/CLB and/ or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates

[Signature]
13/04/2023
VP Sahu
Sr. Civil

[Signature]
13-04-2023
VP Sahu
Sr. Civil

5

contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.	nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: No provision	SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Clause 6 : Computerised Measure Book (CMB) / Electronic Measurement Book (EMB) Mode of measurement : CMB / EMB Note:- One option to be kept by NIT approving authority.

This issues with the approval of Director General, CPWD.



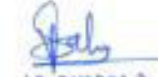
(वी.पी.सिंह)
अधीक्षक अभियन्ता(सी. एंड एम.)

Issued from file No. CSQ/CM/17(1)/2022/GCC Construction works
e-file no. 9152368

के.लो.नि.वि. तथा लो.नि.वि. दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (के.लो.नि.वि. वेबसाईट के माध्यम से) ।



13/04/2023
K. N. MEENA
EE (Control)



13.04.2023
VP SINGH
SE CM

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/15
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

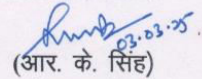
Dated: 03.03.2025

Subject: Modifications in Clause 14 of GCC 2023 for Maintenance Works.

The following amendments are made in the Clause 14 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.	Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The contractor, from whom a part work / part incomplete work of any item(s), has been taken out of his hands, shall not be allowed to participate in the tendering/quotation process of part work / part incomplete work of any item(s).

This issues with the approval of DG, CPWD.


(आर. के. सिंह)

कार्यपालक अभियन्ता (एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance e-file-9184028 (DFA/9319526)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Construction 2023/17
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

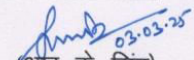
Dated: 03.03.2025

Subject: Modifications in Clause 14 of GCC 2023 for Construction Works 2023.

The following amendments are made in the Clause 14 of GCC 2023 for Construction Works 2023:

Existing provision	Modified provision
Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.	Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The contractor, from whom a part work / part incomplete work of any item(s), has been taken out of his hands, shall not be allowed to participate in the tendering/quotation process of part work / part incomplete work of any item(s).

This issues with the approval of DG, CPWD.


(आर. के. सिंह)

कार्यपालक अभियन्ता (एम.)

Issued from file No. CSQ/CM/17(1)/2023/Construction e-file-9184028 (DFA/9319526)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/18
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

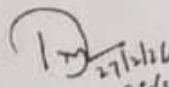
VIDYUT BHAWAN, NEW DELHI

Dated: 27.02.2026

Subject: Modifications in General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Maintenance Works

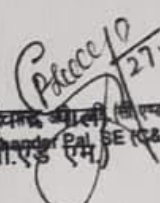
The following modifications are made in the General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Maintenance Works.

Existing provision	Modified provision
General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F.	General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F.
Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.	Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.
Sl. No. (ii) to (v)	No change
SCHEDULE 'E' Reference to General Conditions of contract Sl. No. (i)	SCHEDULE 'E' Reference to General Conditions of contract No change


D.P. Jindal
EE (Contract)

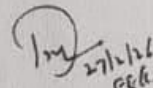
(ii) Performance Guarantee : 5% of tendered value.	(ii) Performance Guarantee : (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, 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.
Sl. No. (iii)	No change

This issues with the approval of DG, CPWD.


 27.02.2026
 वरिष्ठ अभियंता (सी.एंड.एम.)
 अधीक्षण अभियंता (सी.एंड.एम.)

Issued from file No. CSQ/CM/17(1)/2026/ Maintenance e-file 9212995
(DFA/ 9365660)

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)


 27/2/26
 EE (Contract)
 D.P. Jindal
 EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

No. DG/CON/Construction 2023/20
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

VIDYUT BHAWAN, NEW DELHI

Dated: 27.02.2026

Subject: Modifications in General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Construction Works

The following modifications are made in the General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Construction Works.

Existing provision	Modified provision
General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F.	General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F.
Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.	Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.
Sl. No. (ii) to (v)	No change
SCHEDULE 'E' Reference to General Conditions of contract Sl. No. (i)	SCHEDULE 'E' Reference to General Conditions of contract No change


 27/2/26
 EE (C)
 D.P. Jindal
 EE (Contract)

(ii) Performance Guarantee : 5% of tendered value.	(ii) 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.
Sl. No. (iii)	No change

This issues with the approval of DG, CPWD.

अधीक्षण अभियंता (सी.एण्ड.एन.)
Chandigarh, SE (C&M)

Issued from file No. CSQ/CM/17(1)/2026/Construction e-file 9212995 (DFA/9365660)

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाइट के माध्यम से)

27/12/26
EE (C)
D.P. Jindal
EE (Contract)

GENERAL CONDITION

Terms and Condition

1. The quoted rates should be inclusive of all the Taxes, Cartage etc. & nothing shall be paid extra except quoted rates.
2. The undersigned reserves the right to accept or reject the rates without assigning any reason.
3. The undersigned reserves the right to increase or decrease the quantity of work, as per actual requirement at site.
4. No T & P shall be given to the contractor
5. The rejected materials should be replaced immediately by contractor at his own risk & cost.
6. The contractor shall follow the provision of contract labour (Regulation and Abolition Act, 1970 and minimum wages Act etc).
7. The work shall be carried out as per CPWD Specification and as per direction of Officer -in-charge.
8. Irrigation shall be arranged by the Contractor where irrigation water is not available at site of work.
9. The contractor should have sound knowledge of Horticulture operation like weeding, hoeing, forking, manuring etc.
10. The contractor should have their own garden tools & plants like Brush cutter, Lawn mower, Hedge/ edge cutter, Budding & grafter knife etc.
11. No compensation will be payable to the contractor on account of damage or loss of his tools and plants or materials at site of work.
12. The contractor shall have to replace the casualty of any plant species as per the agreement.
13. The contractor should have Registration in CPWD Horticulture Category.

Deputy Director (Hort.)
Horticulture Division Guwahati
 CPWD, Guwahati - 35

CONDITIONS FOR HORTICULTURE WORK

1. The work shall be carried out as per CPWD yardstick CPWD Specification-2019 Vol. I & II with up to date correction slip and as per CPWD Horticulture specification.
2. The contractor shall take instruction from the officer -in-charge regarding supply and staking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
3. Contractor / agency shall provide proper uniform to the workers with half jacket (fluorescent material), which bears the name of CPWD (Horticulture) prominently design to be got approved from officer-in-charge, nothing shall be paid to the agency 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 this regard recovery of the Rs. 60/- per shrubs, Rs. 250/- per tree, Rs. 200/- for each other foliage/decorative plants and Rs. 100/- per Sqm. For lawn shall be made. The decision of the Dy. Director of Horticulture shall be final and binding in this regard.
6. The rejected and substandard materials should be removed from the site of work immediately; the Department shall not be responsible for any damage / loss of rejected material. If the same will not be removed within five days after issuing notice In writing by Deputy Director of Horticulture, then necessary recovery shall be made @ Rs.2000/- per day.
7. 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.
8. The contractor shall have registration with EPFO and ESIC for safeguard interest of his workers.
9. The material and plant shall be supplied as and when required basis, as per direction of officer-in-charge.
10. 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.
11. The Department shall not be responsible for any injury, or death of nay worker at site due to accident during functioning of the equipped or by negligence of the contractor/agency.
12. The contractor will be responsible for police verification of the labour& permission of vehicle deployed for the execution of the work. They have to follow all the security norms/guideline s 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 the minimum labour(as per yard stick of the work) not below the age of 18 years.
17. In case of absence from duty by labour, 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. Sample of grass may be got approved from the officer-in-charge, in case of regressing/relaying of grass.
20. 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.

Deputy Director (Hort.)
Horticulture Division Guwahati
 CPWD, Guwahati - 35

SCHEDULE OF QUANTITY

Name of Work: - M/o Horticulture work at AG Office Maidamgaon, Beltola & AG Officer's Residential complex, Jatia, Guwahati (Assam) during 2026-27. (SH: Complete maintenance of entire garden features).

State : Assam
Branch : B & R (Hort)

Division : HD/CPWD/Ghy
Sub-Division : HSD/CPWD/Ghy

Item No.	Description of item	Qty for 12 Months		Rate	Unit	Amount (in Rs)
1	Complete maintenance of the entire garden as per yard stick in the garden area i.e lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. Including hoeing, weeding 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 will be provided by the department & lawn mover and brush cutter with fuel, other T & P material/articles shall be provide by the contractor)					
1.1	Office accommodation (1.25 Acres = One Mali) As per yard stick. (3471 Sqm x 12 months= 41652 Sqm)	41652	Sqm	4.30	Per Sqm/month	179104.00
1.2	Residential Flats and Govt. Officers Bungalow (1.25 Acres = One Mali) As per yard stick (1656 Sqm x 12 months= 19872 Sqm)	19872	Sqm	4.30	Per Sqm/month	85450.00
2	Complete maintenance of trees (out side garden features) jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc. (excluding the cost of material which shall be supplied by the department and other T & P material/articles shall be provided by the contractor) as per direction of officer in-charge.					
2.1	Trees for 250 Nos. / (upto 3 years of age) (95 x 12 months = 1140 Nos)	1140.00	No	84.55	Per tree/ Month	96387.00

2.2	Trees for 500 Nos. / (3 to 8 years of age)(95 No x 12 Months= 1140 Nos)	1140.00	No	42.30	Per tree/Month	48222.00
3	Complete maintenance of shrubs (outside garden features), jobs like making of basin at regular interval including weeding, watering, pruning and application of fertilizer etc, (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge. (1 Mali for 500 Nos. Shrubs)(255 Nos x 12 Months= 3060 Nos)	3060.00	No	42.30	Per Shurb/ Month	129438.00
4	Maintenance of potted plants displayed at ground floor in bungalows, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots colouring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer-in-charge (1 mali for 750 Nos. Earthen/Plastic Pots). (335 No x 12 Months= 4020 Nos)	4020.00	No	28.20	Per Pot / Month	113364.00
5	Maintenance of cement potted plants at ground floor in flats and ground floor bungalows, office complex including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots colouring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (1 mali for 300 Nos. Cement Pots). (30 Nos x 12 Months= 360 Nos)	360.00	No	70.45	Per Pot per Month	25362.00

6	Maintenance of potted plants displayed at multi storied office buildings, flats/ bungalows including application of good earth, manure, insecticide, pesticide and fertilizer, removing of dry parts by pruning, cleaning dry leaves and displaying in appropriate place and replacement of broken pots coloring of pots and change of location of pots and replacing with fresh plants as and when required (Materials provided by the department) as per direction of officer in charge (1 mali for 250 Nos. Earthen/Plastic Pots). (150 Nos x 12 Months= 1800 Nos)	1800.00	No	84.55	Per Pot per Month	152190.00
7	Removal of garden waste unserviceable material i.e.all type of waste, grass, hedge,dry leaves etc. by mechanical transport (TATA 407 or equivalent capacity) i/c loading, unloading & dispose off upto dumping place with lead upto 10 km complete as per direction of officer-in-charge .	72	trip	1236.65	per trip	89039.00
8	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).	20	Cum	565.55	Per Cum	11311.00
9	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 reduced by 8% for Payment).	20	Cum	565.35	Per Cum	11307.00
	Total =					941174.00

Chief Estimator
CPWD, Guwahati-35

Deputy Director. (Hort)
Division- Guwahati
CPWD, Guwahati-35