GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
O/o Dy. Director (Horticulture),
"Kendriya Sadan", Vidyadhar Nagar, Jaipur
(Raj.)-302039

N.I.T. No: - 32/DD (Hort.)/JAIPUR-I, CPWD/2026-27

Name of Work: M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).

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Estimated Cost: - Rs. 18,59,831/-

Earnest Money: - Rs. 37,197/-

Security Deposit: - 2.5% of Tendered Amount

Time Allowed : - 03 (Three) Months

It is certified that this document containing pages No. 1-29

Dy. Director (Hort.)
Jaipur-I, CPWD
Jaipur

CPWD–6 FOR e-TENDERING

सत्यमेवजयते	**GOVERNMENT OF INDIA** **CENTRAL PUBLIC WORKS DEPARTMENT**	केन्द्रीय लोक निर्माण विभाग CPWD

The **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidhyadhar Nagar, Jaipur (Raj.) (Tel.No. 0141-2236266& E-mail ID: ddhj-cpwd-rj@gov.in)** on behalf of the President of India invites online Percentage Rate Bids from Approved and eligible **Horticulture** contractors of CPWD in appropriate class in single bid system for the following work:

M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).

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

1.1 The work is estimated to cost **Rs. 18,59,831/-**. This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

2. Agreement shall be drawn with the successful bidder on prescribed Form No. CPWD-7 amended up to date which is available as a Govt. of India Publication and sample also available on website www.cpwd.gov.in. Bidder 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 **03 (Three) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. The site for the work is available.

5. The bid 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 https://etender.cpwd.gov.in or www.cpwd.gov.in free of cost.

6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.

7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8. Earnest Money of **Rs. 37,197/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks **(drawn in favour of Deputy Director (Hort.), Jaipur-I, CPWD, Jaipur payable at Jaipur)** shall be scanned and uploaded on the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of of any Executive Engineer/Dy. Director (Hort.), CPWD within the period of bid submission. The EMD receiving Executive Engineer/ Dy. Director (Hort.) (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 Commercial bank having validity for a period of 90 days or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

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

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e- tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e- tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 15:30 Hrs. on 03-11-2026

9. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
   (i) The bidder is found ineligible.
   (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
   (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
   (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee 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 subcontractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

11. The description of the work is as follows:

M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).

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 bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and

specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected.

13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

14. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

15. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Chief 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 Housing & Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

16. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India, as aforesaid, before submission of the bid or engagement in the contractor's service.

17. The **bids** for the **work** shall remain open for acceptance for a period of **30 (thirty) d**ays from the date of opening of bids
    (i) If any tenderer withdraws his tender or makes any modifications in the terms & conditions 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 modifications 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.

18. This Notice Inviting bid shall form a part of the contract document. The successful bidder/contractor, on acceptance of his bid by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: -
    (a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming 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 CPWD Form-7 or other Standard CPWD Form as applicable.

19. In case of reduction in scope of work no claim on account of reduction in value of work, loss of expected profit, consequential overheads etc. shall be entertained.

20. **List of documents to be scanned and uploaded within the period of bid submission:**

1. **Insurance Surety Bond/Demand Draft/Account Payee/Bankers Cheque/Fixed Deposit Receipt/Bank Guarantee issue by any commercial Bank against EMD in favour of Deputy Director (Hort.), Jaipur-I, CPWD, Jaipur.**
2. Copy of Receipt of deposition of original EMD issued from division office of any Executive Engineer/Dy. Director (Hort.), CPWD (The EMD document shall be issued from the place in which the office of receiving division office is situated.) In Respect of portion of EMD prescribed in the shape of BG, the scanned copy of original Bank Guarantee including e-Bank Guarantee (as applicable) of any commercial bank having validity for a period of 90 days for single bid or more from the last date of bids is to be uploaded.
3. **Enlistment Order of the Contractor in CPWD (Horticulture Category)** along with all modifications therein.
4. (A) **GST Certificate of Registration,** if already obtained by the bidder.
   "OR"
   (B) **Undertaking:** If the bidder has not obtained GST registration **as applicable**, then he shall scan and upload following undertaking along with bid documents.
   "If the work is awarded to me, I/We shall obtain GST registration Certificate, **as applicable,** within one month from 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.
5. **Undertaking for site inspection:** Intending bidders must upload **Undertaking regarding site inspection:** I/we have inspected and examined the site of work and it's surrounding and fully satisfy themselves before submitting my/our bids.
6. Scanned copy of Certificate of Participation in ERP Training.
   ("The existing enlisted contractor either himself or his authorized representative shall take compulsory ERP (Enterprise Resource Planning) training through any of the CPWD Regional Training institutes (RTIs)at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD. Training will be valid only when participants are registered in LMS (Learning Management System) of ERP and certificate is issued through LMS of ERP." (In compliance of OM No. DG/Enlist. Rules-2023/10 dated 22.04.2024).
7. Scanned copy of EPFO/ESIC Registration certificate of Agency/Contractor issued by competent authority.
8. Undertaking- Regarding Contractor near relative are not employed in any capacity in the Division office/Zone office.
9. Scanned copy of Pan Card
10. Undertaking that "If the work is awarded to me, I will start the work on time and will complete within prescribe time or as desired by Engineer-in-charge."

Note: Bidder should ensure himself that above documents are uploaded in correct format and at correct location on the website.

Jurisdiction of Courts

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

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

RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No. _____ dated _____

1.	Name of work	:	**M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).**
2.	NIT No.	:	**32/DD (Hort.)/JAIPUR-I, CPWD/2026-27**
3.	Estimated Cost	:	**Rs. 18,59,831/-**
4.	Amount of Earnest Money Deposit	:	**Rs. 37,197/-** **in favour of Deputy Director (Horticulture), Jaipur-I, CPWD, Jaipur**
5.	Last date of submission of bid	:	03-11-2026 at 15:00 Hrs.

1. Name of Contractor : ……..#

2. Form of EMD ……#

3. Amount of original Bank guarantee as Earnest Money Deposit : ……...#

4. Date of submission of EMD : ……#

Signature, Name and Designation of EMD
Receiving Officer (EE/DDH
AE/AE (P)/AAO)
alongwith Office Stamp

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

The **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidhyadhar Nagar, Jaipur (Raj.) (Tel.No. 0141--2236266 & E-mail ID: ddhj-cpwd-rj@gov.in)** on behalf of the President of India invites online Percentage Rate Bids from Approved and eligible **Horticulture** contractors of CPWD in appropriate class in single bid system for the following work:

Sr. No.	NIT No.	Name of work & Location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last date and time of online submission of bid, EMD Declaration, and other documents as specified in the notice/bid document	Time & Date of opening of Bid
1	2	3	4	5	6	7	9
1	**32/DD (Hort.)/JAIPUR-I, CPWD/2026-27**	**M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).**	**Rs. 18,59,831/-**	**Rs. 37,197/-**	**03 (Three) Months**	Upto 15:00 Hrs. on 03-11-2026	At 15:30 Hrs. on 03-11-2026

The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications, Standard CPWD- 7 and other terms and conditions given in the NIT and drawings. The bidder should also read the **General Conditions of Contract 2023 Maintenance Works** for CPWD Works with up to date correction slips, which is available as Government of India Publications; however, provisions included in the tender document shall prevail over the provisions contained in the standard form. The set of drawings and NIT shall be available in the office **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.).** The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. He should only submit his tender if he considers himself eligible and in possession of all required documents. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while submitting the tender online. They are requested to comply following instructions.

(A) Tenders with any condition including that of conditional rebates shall be rejected forthwith.

(B) The successful bidder shall be required to submit a Performance Guarantee of 5% (Five Percent) of the tendered amount within 7 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 7 days on the written request of the contractor and with late fee as defined in Schedule F.

(C) GST, Labour-Cess, Stamp Duty / Stamp Paper, Royalty as per Govt. norms/policiesas applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.

(D) It will be obligatory on part of the Contractor/ Bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part without assigning any reasons.

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 bidder posted on website shall form part of bid document.

3. The bid documents consisting of plans, specifications, the schedule of quantities of various types of works to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen in the office **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.)** between hours of 11:00 AM and 4:00 PM every day except on Sunday and public holidays or can be seen and downloaded from website https://etender.cpwd.gov.in or www.cpwd.gov.in free of cost**.**

4. Applicant has to deposit earnest money of **Rs. 37,197/-** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks **in favour of Deputy Director (Hort.), Jaipur-I, CPWD, Jaipur** along with tender document. 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 Commercial bank having validity for a period of 90 days for single bid works ~~and 180 days for two bid system or more~~ from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

   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 Insurance Surety Bonds, Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or/ and Bank Guarantee (for balance amount as prescribed) from any of the Commercial 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 DDH/EE/ AE), CPWD and other documents as specified.

   The bids will be submitted upto 15:00 HRS. on 03-11-2026**. The bid shall be opened at 15:30 HRS. on** 03-11-2026

5. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of https://etender.cpwd.gov.in.

6. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section ofhttps://etender.cpwd.gov.in.

7. On opening date, the contractor can login and see the tender opening process. After opening of tenders he will receive the competitor's tender sheets.

8. Contractor can upload documents in the form of JPG format and PDF format.

9. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.

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

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

10. Certain modifications may be required. Addendum / Corrigendum shall be uploaded by the Engineer-in-Charge, if felt necessary by him, which shall form part of tender document.

11. The bidders are advised to visit the site before submitting his bid to have more clarity about the site conditions and availability of space for execution of the work.

(For & on behalf of President of India)

Deputy Director (Hort.), Jaipur-I,
CPWD, Sector-10,
Vidyadhar Nagar, Jaipur (Raj.)

CPWD FORM NO. 7
GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE:	**Rajasthan**	**Zone:**	**Chief Engineer-Jaipur**
BRANCH:	**Horticulture**	**DIVISION:**	**DD(H), Jaipur-I**

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: **M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).**

i) To be submitted/uploaded online by **15:00 Hrs.** **on** 03-11-2026 through **website www.etender.cpwd.gov.in or www.cpwd.gov.in** to **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.).**

ii) The bid to be opened online in presence of tenderers who may be present at **15:30 Hrs.** on 03-11-2026 in the office of **Deputy Director (Hort.), Jaipur-I, CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.).**

T E N D E R

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 and other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz. Schedule of Quantities and in accordance in all respects with the Specifications / Special conditions, Designs, Drawings and instructions in writing as referred to in this tender document and with such materials as are provided for, by and in respects in accordance with, such conditions so far as applicable.

I/we agree to keep the tender open for **30 (Thirty) days** from the due date of its opening in case of single bid system ~~**75 (Seventy Five) days** from the date of opening of technical bid in case tenders are invited on 2 /3 bid/ system for specialized work~~ and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank is scanned and uploaded. If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I/we agree that the President of India or his successor in office shall without prejudice to any other right or remedy be at liberty to forfeit the said Earnest Money absolutely. Further if I/we fail to commence the work as specified. I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said Performance Guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of 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 Earnest Money Deposit/Performance Guarantee.

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: XX
Witness: - XX
Address: - XX
Occupation: - XX

Signature of Contractor .....
Postal Address: - .....

Telephone No.
Fax:-
E-Mail:-

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.
i) XXX
ii)XXX
iii) XXX

For & on behalf of the President of India.

Signature XXX

Dated: - .....

Deputy Director (Hort.)

XXX To be filled in by the Executive Engineer

XX To be filled in by the contractor

PROFORMA OF SCHEDULES

(Separate Performa for Civil & Elect. and Horticulture Works in case of Composite Tenders**)**

SCHEDULE 'A'
Schedule of quantities- As per NIT

SCHEDULE 'B'
Schedule of materials to be issued to the contractor

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

SCHEDULE 'C'
Tools and plants to be hired to the contractor

S.NO.	**DESCRIPTION.**	**HIRE CHARGES PER DAY**	**PLACE OF ISSUE**
		NIL	

SCHEDULE 'D'
Extra schedule for specific requirements/ documents for the work, if any NIL

SCHEDULE 'E'

Reference to General Conditions of Contract	:	**General Conditions of Contract 2023 Maintenance Works** for CPWD works as modified & corrected upto previous day of the last date of submission of bids.
1.1 Name of Work	:	**M/o Garden Area Attached to different sites under Hort. Sub-Division Jaipur, Hort. Division, CPWD, Jaipur during 2026-27. (SH:- Clearing of grass etc.).**
1.2 Estimated Cost of work	:	**Rs. 18,59,831/-**
1.3 Earnest Money	:	**Rs. 37,197/-(To be returned after receiving Performance guarantee)**
1.4 Performance Guarantee		**As per office order DG/Manual-2024/20 dt. 27.02.2026 (PG 5% of higher amount Estimate/Tender Cost + APG difference between the 80% amount of ECPT and quoted amount)**
1.5 Security Deposit		2.50% of tendered value.

SCHEDULE 'F':

General Rules &Directions:-

1.Officer Inviting Tender	**Deputy Director (Hort.), Jaipur-I** **CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.)** or her successor thereof

Definitions:-

2(i) Engineer-In-Charge	**Deputy Director (Hort.), Jaipur-I** **CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.)** or her successor thereof
2(ii) Accepting Authority	**Deputy Director (Hort.), Jaipur-I, CPWD, Jaipur**

2(iii)	Percentage on cost of materials and labour to cover all overheads and profits	15%
2(iv)	Standard Schedule of Rates	**CPWD DSR-2025 (Horticulture & Landscaping)** with correction slips up to the last date of submission of bids.
2(v)	Department	Central Public Works Department (CPWD)
2(vi)	Standard CPWD Contract Form	General Conditions of Contract Maintenance Works 2023, CPWD Form 7 as modified & corrected upto previous day of the last date of submission of the tender.

Clause-1 :

(i)	**Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, Provident Fund Nos. or proof of applying thereof from the date of issue of letter of acceptance.**	**7days**
(ii)	**Maximum allowable extension with late fee @0.1% per day of the performance guarantee amounts beyond the period provided in (i) above**	**3 days**

Clause-2 :

	(i) Authority for fixing compensation under Clause 2	**Chief Engineer (Jaipur) or Successor thereof**

Clause-5:

	Number of days from the date of issue of letter of acceptance for reckoning date of start	**10 days**
	Time allowed for execution of work	**03 (Three) Months**

Authority to decide

	i. Extension of time	**Deputy Director (Hort.), Jaipur-I CPWD, Sector-10, Vidyadhar Nagar, Jaipur (Raj.)** or her successor thereof
	ii. Rescheduling of milestone	**Not Applicable**
	iii Shifting of date of start in case of delay in handing over of site.	**Deputy Director (Hort.), Jaipur-I, CPWD, Jaipur**

Clause 5.2:-

	Nature of hindrance register: (either Physical or Online)	Online/Offline system

Clause 5.4 :-

Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days

Sl.No.	Contract Value	Recovery Rs.
I.	Less than or equal to Rs. 1 crore	500
II.	~~More than Rs. 1 Crore but less than or equal to Rs. 5 Crore~~	~~1000~~
III.	~~More than Rs. 5 Crore but less than or equal to Rs. 20 Crores~~	~~2500~~
IV.	~~More than Rs. 20 Crores~~	~~5000~~

Clause-6 :- Electronic Measurement Book (EMB) through CPWD ERP portal	**Yes, EMB through CPWD ERP Module (Measurement to be recorded by contractor)**
Clause-7: Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	**Rs. 1.86 Lakh**
Clause-7A:-	**Yes, Applicable**
Clause 8 : Competent Authorities to inspect and issue completion certificate.	**Deputy Director (Hort.), Jaipur-I CPWD, Jaipur (Raj.)**
Clause-10A:- List of testing equipment to be provided by the contractor at site lab.	**As per requirement**
Clause-10-B (ii)& (iii) Whether clause 10-B (ii)& (iii) shall be applicable	**Not Applicable**
Clause-10C:-	**Not Applicable**
Clause 10 CA -	**Deleted**
Clause-10-CC:	**Not Applicable**
Clause-11:- Specifications to be followed for execution of work	**C.P.W.D. Specifications 2019 Vol. I &II and Specifications (Horticulture & Landscaping 2025)** with correction slips issued upto last date of submission of bids.
Clause-12: -Extra Item/Deviation	**Yes, Applicable** as per O.M. DG/CON/Maintenance 2O23/O3 dated 18/12/2023
Clause-16:-Competent Authority for deciding reduced rates for Horticulture work.	**Chief Engineer-Jaipur, CPWD, Jaipur**/
Clause 18: -List of mandatory machinery, tools & plants to be deployed by the contractor at site	Lawn mower, brush cutter, irrigation pipe, phawrahs, khurpi, jhadu, palli and other equipment & material as per site requirement
Clause 19 C:- Authority to decide penalty for each default	**Deputy Director (Hort.), Jaipur-I CPWD, Jaipur** or her successor thereof
Clause 19 D:- Authority to decide penalty for each default	**Deputy Director (Hort.), Jaipur-I CPWD, Jaipur** or her successor thereof
Clause 19 G:-Authority to decide penalty for each default	**Deputy Director (Hort.), Jaipur-I CPWD, Jaipur** or her successor thereof
Clause-25:	
(i) Conciliator:	SDG-Chandigarh
(ii) Arbitrator Appointing Authority:	CE-Jaipur
(iii) Place of Arbitration:	Jaipur

Clause-32: Requirement of Technical Representative(s) and Recovery Rates

Sl. No.	Minimum Qualification of Technical Representative	Number (of major + Minor component)	Designation (Technical Staff)	Minimum Experience (Years)	Rate at which recovery shall be made from contractor in the event of non- deployment.	
					Figures	Words
1.	Graduate - B.Sc. (Agr./Hort.) OR Diploma (Agr./ Hort.)	01 No.	Principal Technical Representative / Project Manager cum Planning / Quality / Site / Billing Engineer	02 OR 05 Years Respectively	Rs. 15,000/-	Rs. Fifteen Thousand Per Month per Person

(**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) ……. (hereinafter 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. ……. (Rupees …….only)

4. We, ……. (indicate the name of the Bank) ……., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, ……. (indicate the name of the Bank) ……., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, ……. (indicate the name of the Bank) ……., further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, …….. (indicate the name of the Bank) ……, undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to……. ……. unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …….…….. (Rupees ……..……..…….. only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.
Date ……

Witnesses:

1. Signature……..
Name and address

Authorized signatory
Name
Designation
Staff Code No.
Bank Seal

2. 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.

ADDITIONAL CONDITIONS

1. The work in general shall be executed as per the description of the item, specification attached, **CPWD specifications 2019 Vol-I & II and Specifications (Horticulture & Landscaping 2025)** with upto date correction slips.

2. In case of any variation between different applicable specifications, the following order of precedence will be followed :
   - I. Nomenclature of item
   - II. Additional condition, Additional specification and Particular specifications attached with the tender document.
   - III. CPWD Specifications 2019 Vol-I to II and Specifications (Horticulture & Landscaping 2025)
   - IV. Indian Standard Specifications of B.I.S.

3. Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried-out in accordance with the "CPWD Specifications, 2019 (Vol. I & II & CPWD Specifications, 2025 (Hort.) with up to date correction slips) and instructions of Engineer-in-Charge. Whenever CPWD Specification are silent, the latest IS Codes / Specifications shall be followed.

4. Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be inclusive of all taxes and shall apply to all heights, leads and depths and nothing extra shall be payable on this accounts.

5. The contractor shall make his own arrangements for obtaining electric connection (if required) and make necessary payments directly to the department concerned.

6. Some restrictions may be imposed by the security staff etc. on the working and for movement for labour materials etc. The contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.

7. The work will be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer in charge and nothing extra will be paid on this account.

8. The Laboratory/ Field equipments are to be arranged and maintained by the contractor at the site of work. In case the equipment required for any test is not available at site, the department shall get the test conducted from the third party. However, in that event, besides providing free materials of sample, the cost of taking of sample, packing, transportation, testing charges etc. shall be borne by the contractor irrespective of the results.

9. The Landscaping and architectural drawings shall at all times be properly correlated before executing work. However, in case of any discrepancy in the in items given in the schedule of quantities appended with the tender and Architectural drawings related to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer in charge.

10. The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department/arranged by the contractor.

11. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in charge. Nothing extra shall be paid on this account.

12. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of the works and no such claim on this account will be entertained.

13. The work is urgent as requested by client and to be completed strictly in given time schedule. The contractor has to deploy the labour and supervisory staff in shifts to meet the targeted completion date. The work may be executed in extended shifts or two shifts. The rates quoted by the contractor will be deemed to be inclusive of any extra expenditure on account of this reason. Nothing shall be paid on this account.

14. The contractor shall take instruction from the Engineer in charge for stacking of materials at any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services or compound walls are to be constructed.

15. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing/checking of such samples. In case, he or his authorized representative is not present or does not associate himself, the results or such tests/checks and consequences thereon shall be binding on the contractor.

16. **Water will be provided by the Client Department: -**
Agencies has to make arrangement of further transporting through pipe, pumps etc. Nothing will be paid on this account. Water charges to be recover as per norms from agency.

17. The contractor shall timely dispose of malba, rubbish & other unserviceable materials and wastes at their own cost to the notified / specified dumping ground and under no circumstances these shall be stacked / dumped, even temporarily, at the site.

18. In case of any mishap during the work in progress, contractor shall be fully responsible. Any kind of compensation shall not be paid by the department to contractor or his staff.

19. The trucks carrying soil, sand, manure, sludge and cow dung etc. will be duly covered to avoid spilling.

20. The contractor must study the specifications and conditions carefully before tendering.

21. The samples of the Plant/Grass/Materials shall be got approved before execution of the work from the Engineer-in-charge or his authorized representative.

22. Due to security reasons, no land/space will be provided to contractor for store/ fabrication/ labour huts or any other purpose. Contractor has to make his own arrangement. Nothing extra shall be paid on this account.

23. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work for sensitive area and as when required by department. They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Engineer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance etc.

24. Name of the staff, who are likely to execute the works, will have to be submitted to the department, before starting of work. So that necessary security passes and other clearances, if any, may be obtained well in time.

25. The contractor shall obtain and submit valid licence or registration in ESIC and EPFO as per rules.

26. GST as per rule is applicable.

27. All formalities related to ERP module for work execution/ measurement etc. shall be completed by the contractor at his own level.

28. **Royalty** at the prevalent rates shall be paid by the Contractor as per the terms of supply between them on all materials such as boulders, metals, sand and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Nothing extra shall be payable on this account.

भारत सरकार
Government of India
केन्द्रीय लोक निर्माण विभाग
Central Public Works Department
कार्यालय उपमहानिदेशक (उद्यान)
Office of Dy. Director General (Hort.)
के०लो०नि०वि०, कमरा नं० 235, ए–विंग, निर्माण भवन, नई दिल्ली-11
CPWD, Room No- 236, A- Wing, Nirman Bhawan, New Delhi-11
Tel. 23061293, Fax: 23061297, E-Mail: ddghorticulture@gmail.com/delddghort.cpwd@nic.in

सं०डी०डी०जी०(उद्यान) / GST / 2023–24 / 491 दिनांक:–29 / 11 / 2023

Office Memorandum

Sub: Implementation of GST on Horticulture Contracts of CPWD – Reg.

Consequent to the receipt of clarification on the applicability of GST on Horticulture contracts of CPWD from the office of Joint Secretary, Tax Research Unit-II, Department of Revenue, Ministry of Finance, North Block, New Delhi by e-mail dated 20.11.2023 and the recommendation of GST Council in its 52nd meeting held on 07.10.2023 in New Delhi vide Circular No. 206/18/2023-GST issued from File No. CBIC-190351/195/2023-TO (TRU-II)-CBEC dated 31.10.2023, is reproduced as under:

> *6.3 Sr. No. 3 and 3A of notification No. 12/2017-CTR exempt pure services and composite supply of goods and services in which value of goods does not constitute more than 25%, that are provided to the Central Government, State Government or Union Territory or local authority by way of any activity in relation to any function entrusted to a Panchayat under article 243G of the Constitution or in relation to any function entrusted to a Municipality under article 243W of the Constitution.*
>
> *6.4 Accordingly, it is clarified that supply of pure services and composite supplies by way of horticulture/horticulture works (where the value of goods constitutes not more than 25 per cent of the total value of supply) made to CPWD are eligible for exemption from GST under Sr. No. 3 and 3A of Notification no. 12/2017-CTR dated 28.06.2017.*

It is, therefore, informed that the applicability of GST on Horticulture items of CPWD Delhi Schedule of Rates, Analysis of Rates and Specifications (Horticulture and Landscaping) 2020 shall be followed as per the available guidelines vide DG/SE/GST/16 dated 28.05.2018 and OM no. SE/TAS/GST/19 dated 30.05.2022 in all the CPWD contracts of Horticulture works with immediate effect.

This issues with the approval of DDG(H).

29/11/23

Dy. Director (Hort.) HQ/P
CPWD, Nirman Bhawan,
New Delhi

Copy: (Through CPWD Website only)

1. All SDGs/ADGs/CEs for necessary action please.
2. All Directors (Hort.) for information and necessary compliance.
3. All Deputy Directors (Hort.) for information and necessary compliance.

Dy. Director (Hort.) HQ/P

ADDITIONAL SPECIFICATIONS

1. The quantity of plants as mentioned in schedule of quantities be taken as and when required at sites.
2. The plants should be free from insect, pest and diseases.
3. The plants should be healthy and vigorous growth as specified in schedule of quantity.
4. The height of plants will be measured leaving the root portion.
5. The foliage plants should be well established with good growth.
6. The main stem or trunk of the plants should be strong enough of plants to the required height of plant.
7. The plants should be true to type and the named varieties should be tagged.
8. Moss stick used should be made on plastic pipe.
9. Moss stick used should be straight and properly fixed in the pot.
10. The rejected plants material should be removed from the site immediately.
11. Moss stick should be covered with the plants in case of plants supplied with moss stick.
12. The plants should be well established and should have good foliage.
13. Pot/Poly bag used for filling the plants should be of proper size.
14. There should be proper drainage in pots plants.
15. The flowering plants should also have proper flowering and should be true to the variety.
16. All Plants should have the tendency of growth and should not be stunted or deshaped.
17. Plant should not have any physiological disorder.
18. Tips of the Plants should have intact, there should not be any damages etc.
19. In case of flowering pots flower should be on bud stage/semi bloom/Full bloom stage.
20. Plants of bigger height should be properly supported/ stacked by bamboo stick.
21. Bulbs, seeds, seedling, suckers should properly treated with fungicides before supply.
22. The quantity may increase or decreased as per actual requirement at site.
23. The maintenance work will start after the completion of development work.

Good Earth (Special Condition)

1. The good earth should be sandy loam, well drained, fertile, having PH value in the rage of 6 to 8.5. One sample for every 300 cum of earth shall be got tested for PH value from State/Central Govt./NABL approved laboratory etc.

2. If good earth is rejected due to certain reasons, the same should be replaced immediately by the contractor at his own risk and cost.

Dy. Director (Hort.)
Jaipur-I, CPWD
Jaipur

SPECIAL CONDITIONS

1. The work shall be carried out as per CPWD yardstick and as per client requirement, CPWD Specification-2019 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 stacking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
3. **All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works and in lawn areas whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account.** After the collection of full truck load of the said rubbish/waste/garbage etc., the same shall be disposed off by the contractor to the authorized municipal dhalao/dumping ground. In case of non-removal/disposal of full truck load and even after within three days of receiving the direction from Engineer In-charge or full truck load, a penalty of Rs. 200/- per day upto 6 days shall be levied. There after malba shall be disposed off by the department at the risk and cost of the contractor.
4. Contractor/ agency shall provide proper uniform to the workers with half jacket (fluorescent material), which bears the name prominently, Design to be got approved from Engineer-in-charge, nothing extra shall be paid to the agency on this account. In the event of non compliance, a recovery of Rs. 50/- per day per employee/ worker shall be made.
5. All the workers engaged by the contractor are to be equipped with photo identity card 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 Engineer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.
6. The contractor or his supervisor will regularly meet the site Engineer-in-charge or his authorized representatives for taking the direction.
7. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have to replace at his own risk and cost the trees/shrubs/other plants of the same height and specification or as per direction of Engineer-in-charge. Nothing extra shall be paid for the same. In case of non-replacement, a recovery of Rs. 75/- per shrub, Rs. 260/- per tree, Rs. 225/- for each other foliage/decorative plant and Rs. 125/- per Sqm. for lawn shall be made. The decision of the Engineer-in-charge shall be final and binding.
8. The rejected material should be removed from site of work immediately. The Department shall not be responsible for any damage/loss of rejected material. If the same is not removed within five days after issue of notice in writing by Engineer-in-charge, then recovery @ Rs. 525/- per day shall be levied.
9. The staff deployed by the contractor for the work shall have good knowledge about horticulture works i.e. operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted plants maintenance etc. Supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.
10. The attendance register at each site/ location shall be maintained by the contractor. Engineer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.
11. The contractor shall have registration with EPFO and ESIC for safeguard interest of his workers. The contractor shall make deduction on account of EPF & ESIC to labour/staff

deployed by him on the work and will furnish detail of each worker at division office at time of running bills.

12. The material and plants shall be supplied as and when required basis and as per direction of Engineer-in-charge.
13. All the T&P, related spare parts, its repairing, fuel and other T&P items like irrigation pipe, hessian cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.
14. The Department shall not be responsible for any injury, or mishap of any worker at site due to accident during functioning of the equipment or by negligence of the contractor/agency.
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 contactor on this account.
16. The contractor have to engage the minimum labour as per CPWD yard stick of the work. The labour shall not below the age of 18 years.
17. The contractor is bound to distribute the salary/ wages to his worker by 7th of each month positively of respective worker.
18. The payment shall be made through ECS/ Cheque/ online mode to the worker in their Bank account.
19. Payments to the Contractor shall be made after produced of following documents:
    1. Documentary proof of disbursement of wages to the workers in their Bank account.
    2. Copy of relevant period attendance register duly signed by agency/ contractor.
    3. Copy of identity card/ Gate pass of the staff deployed by him on the work.
    4. Documentary proof of Contractor of EPF/ESIC to works.
20. In case any labour is absent on any day, a substitute shall invariably be provided by the contractor failing which compensation shall be levied and recovered from the payment due to him or his security deposit as per details below:-
    a. Skilled labour @ Rs. 1866/- per day.
    b. Unskilled labour @ Rs. 1408/- per day.
21. The contractor or his representative should be available at site on every visit of Engineer-in-charge as well as visit of senior officers.
22. The contractor shall have to maintain log book for tanker, tempo's and other vehicles on day to day basis if required at site and should get it countersigned by Engineer-in-charge or his authorized representative.
23. The contractor must have sufficient plants& materials at site of work to meet out day to day if required at site and also to authorize two or more nurseries from where department can take different type of plants materials as and when required.
24. The location for storing and stacking of material shall be got approved from Engineer in charge.
25. The contractor must got approved samples of plants from Engineer-in-charge or his authorized representative before supply.
26. Any work carried out without the approval of the Engineer-in-Charge at the site of work shall not be accounted and will not be paid.

27. The labour/staff is to be engaged by the contractor as per CPWD yard stick. The yard stick for reference are as given below:-

Sr.No.	Type of Area	Norms (01 Mali For)
1	Hon'ble V P House, PM House, Ministers Houses, MPs Houses, Secretary level and above Govt. Officers Bungalows	3035 Sqm or 0.75 acre
2	Residential Flats and Govt. Officers Bungalow	5058 Sqm Or 1.25 acres
3	Office accommodation	5058 Sqm Or 1.25 acres
4	Open spaces	3.00 acres
5	Play grounds	8094 Sqm Or 2.00 acres
6	Public Parks	8094 Sqm Or 2.00 acres
7	Prestigious offices, Samadhies , Kartavya Path, Buddha Jayanti Park, San Martin Park, DDU Park and Other equivalent parks having well developed garden features like lawns, hedge, topiaries, shrubs beds etc.	4047 Sqm. Or 1.00 acre
8A	Hedge cutting (Normal Hedge) upto1.2 mtr. Height	3000 m.
8B	Hedge cutting (Normal Hedge) above 1.2 mtr. to 2.4 mtr height	2000 m.
8C	Hedge Cutting (Designer Hedge/ Edge)	1500 m.
9A	Potted plants at Nursery	2000 Nos.
9B	Potted plants in Flats/Bungalow/Offices at ground level	750 Nos.
9C	Potted plants (Cement) at Nursery and display	300 Nos.
9D	Potted plants in multistoried Buildings	250 Nos.
10A	Topiary upto 1.2 mtr. height	250 Nos.
10B	Topiary above 1.2 mtr. height	200 Nos.
11	Kitchen garden	1000 Sqm
12	Vertical Garden	100 Sqm
13	Trees	
13A	Upto 3 years	250 Nos.
13B	3 to 8 years age	500 Nos.
13C	Beyond 8 years age	1200 Nos.
14	Maintenance of Shrubs Plants	500 Nos.
15	Sweeping of Kartavya Path Garden area	1.50 Acre per Sweeper
16	Sweeping of Public Parks	1.50 Acre/Per Sweeper
17	Supervisor/Chaudhary One Supervisor /Chaudhary over 18 Malis	

28. Contractor shall submit all documents / details such as ESIC, EPFO & salary payments etc. every month in Horticulture Sub-Division / Division regularly.

Special Conditions regarding Royalty of Materials to be used in Construction work

SPECIAL CONDITIONS
REGARDING ROYALTY OF MATERIALS TO BE USED IN CONSTRCTUION WORK

राजस्थान सरकार, खान (ग्रुप–2) विभाग के पत्र क्रमांक प.13(6) खान/ग्रुप–2/80–पार्ट जयपुर, दिनांक 15.11.2011 के अनुसार राजकीय विभागों, स्वायत्तशाषी संस्थाओं, राजकीय उपक्रमों में कार्यरत निर्माण ठेकेदारों से निर्माण कार्य में काम आने वाले खनिजों मेसेनरी स्टोन, मिट्टी बोल्डर, बजरी, कंकर, मोरम, साधारण मिट्टी (ईट मिट्टी को छोड़कर) की रायल्टी वसूली के संबंध में।

उपरोक्त विषयांतर्गत पूर्व में जारी किये गये परिपत्र दिनांक 06.10.2008 / 08.10.2008 को माननीय उच्च न्यायालय, जोधपुर द्वारा एस.बी. सिविल रिट सं. 1309/09 में पारित आदेश दिनांक 17.01.2011 से पिटीशनकर्त्ता द्वारा रायल्टी पेड खनिज प्राप्त कर काम में लिये जाने के बावजूद उक्त परिपत्र अल्पावधि अनुमति पत्र लेने हेतु बाध्य करता है, इस कारण निरस्त किया है तथा परिपत्र को संशोधित कर जारी करने की छूट प्रदान की गई। उक्त निर्णय के प्रकाश में परिपत्र दिनांक 06.10.2008 / 08.10.2008 के अतिक्रमण में राजकीय विभागों, स्वायत्तशाषी संस्थाओं, राजकीय उपक्रमों में कार्यरत निर्माण ठेकेदारों से निर्माण कार्य में काम आने वाले खनिजों पर देय रॉयल्टी के भुगतान बाबत् निम्न प्रक्रिया तय की जाती है। यह प्रक्रिया तुरंत प्रभाव से लागू होगी।

1. संबंधित निर्माण विभाग को कार्यादेश की प्रति मय जी–शिड्यूल, जिसमें निर्माण में काम आने वाले खनिजों की मात्रा का विवरण हो (घनमीटर अथवा टनों में), संबंधित खनि अभियंता / सहायक खनि अभियंता कार्यालय में प्रस्तुत करनी होगी।

2. ठेकेदार को निर्माण कार्य शुरू करने से पूर्व निम्न में से कोई एक विकल्प संबंधित खनि अभियंता / सहायक खनि अभियंता कार्यालय में शपथ पत्र के साथ प्रस्तुत करना होगा।
   विकल्प–ए :– यदि ठेकेदार अपने स्तर पर खनिजों का खनन करने हेतु अल्पावधि अनुमति पत्र प्राप्त करना चाहता है जिसका कार्य समाप्ति पर अधिशुल्क निर्धारण कराना चाहता है एवं रायलटी की राशि रनिंग बिलों से कटवाना चाहता है।
   विकल्प–बी :– यदि ठेकेदार अल्पावधि अनुमति पत्र प्राप्त करना चाहता है, परन्तु रायल्टी की राशि रनिंग बिलों से कटाने के बजाय खान विभाग में अल्पावधि अनुमति पत्र प्राप्त करते समय अग्रिम रूप से जमा कराना चाहता है।
   विकल्प–सी :– यदि ठेकेदार सम्पूर्ण खनिज रायल्टी पेड खरीदना चाहता है तथा रनिंग बिल की स्टेज पर निर्धारण के लिए रायल्टी भुगतान का समुचित रिकॉर्ड प्रस्तुत करेगा।
   विकल्प–डी :– यदि ठेकेदार विकल्प बी व सी को सम्मिलित रूप से काम में लेना चाहता है।

3. ठेकेदार द्वारा उपरोक्त बिन्दु संख्या 2 के अनुसार विकल्प प्रस्तुत कर दिये जाने पर संबंधित खनि अभियंता / सहायक खनि अभियंता द्वारा इसकी सूचना निर्माण विभाग को दी जायेगी एवं निर्माण विभाग विकल्पों के अनुसार, नीचे दी गई व्यवस्था के अनुरूप, रायल्टी वसूली बाबत् कार्यवाही करेगा।

4. विकल्प–ए के ठेकेदारों के प्रथम बिल पारित करने के पूर्व निर्माण–विभाग खनि अभियंता / सहायक खनि अभियंता द्वारा जारी अल्पावधि अनुमति पत्र की प्रति प्राप्त करेगा, अन्यथा बिल का भुगतान नहीं किया जायेगा। ऐसे ठेकेदारों के रनिंग बिलों से रायल्टी की कटौती निम्नानुसार निर्धारित दर से की जाकर चेक अथवा महालेखाकार के यहाँ समायोजन के माध्यम से मय कटौती विवरण के जमा करानी होगी –

1. सड़क निर्माण (वाइडनिंग सहित)	3%
2. भवन निर्माण	2%
3. सड़क नवीनीकरण	1.5%
4. अन्य कार्य जिनमें खनिज का उपयोग होता हो	1%

उक्त विकल्प के ठेकेदार यदि अतिरिक्त राशि जमा हो जाने के कारण रिफण्ड चाहते है तो उन्हें निर्माण कार्य समाप्ति के 30 दिवस की अवधि में अपना रिकॉर्ड यथा काम में लिये गये खनिज का ब्यौरा (निर्माण विभाग से प्रमाणितशुदा) खनिज प्राप्त किये जाने का स्त्रोत, उसके बिल/रवन्ना/अधिकृत ठेकेदार की रायल्टी पर्ची जिनमें निर्माण विभाग के ठेकेदार का नाम अंकित हो, अधिशुल्क निर्धारण हेतु खनि अीियंता / सहायक खनि अभियंता कार्यालय में प्रस्तुत करने होंगे। उक्त 30 दिवस की अवधि में रिकॉर्ड प्रस्तुत नहीं करने पर निर्माण विभाग द्वारा रनिंग बिलों से काटी गई राशि को अंतिम माना जायेगा।

5. विकल्प–बी के ठेकेदारों को अल्पावधि अनुमति पत्र प्राप्त करते समय खनिज की रायल्टी संबंधित खनि अभियंता / सहायक खनि अभियंता कार्यालय में जमा करानी होगी। निर्माण विभाग द्वारा ऐसे ठेकेदारों के रनिंग बिल कटौती किये बगैर पारित किये जा सकेंगे, परन्तु अंतिम रनिंग बिल खनि अभियंता / सहायक खनि अभियंता से अनापत्ति प्राप्त किये बिना पारित नहीं किया जायेगा।

6. विकल्प–सी के ठेकेदारों द्वारा संबंधित रनिंग बिल तक काम में लिये गये खनिज का ब्यौरा (निर्माण विभाग से प्रमाणितशुदा), खनिज प्राप्त किये जाने का स्त्रोत उनके बिल/रवन्ना/ अधिकृत ठेकेदार की रायल्टी पर्ची जिनमें निर्माण विभाग के ठेकेदार का नाम अंकित हो, अधिशुल्क निर्धारण हेतु खनि अभियंता / सहायक खनि अभियंता कार्यालय में प्रस्तुत करने होंगे। खनि अभियंता / साहयक खनि अभियंता द्वारा अधिशुल्क निर्धारण आदेश जारी कर दिये जाने पर निर्माण विभाग द्वारा संबंधित रनिंग बिल पारित किया जा सकेगा, परन्तु अंतिम रनिंग बिल खनि अभियंता / सहायक खनि अभियंता द्वारा अनापत्ति प्राप्त किये बिना पारित नहीं किया जायेगा।

7. विकल्प–डी के ठेकेदारों को अल्पावधि अनुमति पत्र प्राप्त करते समय खनिज की रॉयल्टी संबंधित खनि अभियंता / सहायक खनि अभियंता कार्यालय में जमा करानी होगी। रायल्टी पेड प्राप्त किये गये खनिज का ब्यौरा (निर्माण विभाग से प्रमाणितशुदा), खनिज प्राप्त किये जाने का स्त्रोत उनके बिल / रवन्ना / अधिकृत ठेकेदार की रॉयल्टी पर्ची जिनमें निर्माण विभाग के ठेकेदार का नाम अंकित हो, अधिशुल्क निर्धारण हेतु खनि अभियंता / सहायक खनि अभियंता कार्यालय में प्रस्तुत करने होंगे। खनि अभियंता / सहायक खनि अभियंता कार्यालय में प्रस्तुत करने होंगे। खनि अभियंता / सहायक खनि अभियंता द्वारा अधिशुल्क निर्धारण आदेश जारी कर दिये जाने पर निर्माण विभाग द्वारा संबंधित रनिंग बिल पारित किया जा सकेगा, परन्तु अंतिम रनिंग बिल खनि अभियंता / सहायक खनि अभियंता से अनापत्ति प्राप्त किये बिना पारित नहीं किया जायेगा।

8. BOT/BOOT के तहत होने वाले निर्माण कार्यो अथवा जिन निर्माण कार्यो के बिलों का भुगतान किसी भी विभाग द्वारा नहीं किया जाता है, उसमें विकल्प–ए, सी एवं डी लागू नहीं होगा, इनकी बजाय विकल्प–बी लागू होगा।

9. कार्य समाप्त होने पर निर्माण विभाग द्वारा ठेकेदार द्वारा उपयोग की गई खनिज की वास्तविक मात्रा का विवरण तथा काटी गई रायल्टी राशि का ब्यौरा संबंधित खनि अभियंता / सहायक खनि अभियंता को देना होगा।

10. यदि निर्माण विभाग द्वारा उक्तानुसार प्रक्रिया का पालन नहीं किया गया अथवा ठेकेदार द्वारा अवैध रूप से खनिज का उपयोग किया गया है तो खनिज की दस गुणा रायल्टी वसूली योग्य होगी, जिसको जमा कराने की जिम्मेदारी संबंधित निर्माण विभाग की होगी। संबंधित खनि अभियंता / सहायक खनि अभियंता एमएमसीआर, 1986 के नियम 66 तथा भू–राजस्व अधिनियम के प्रावधानों के अनुसार उक्त राशि वसूल कर सकेगा।

उक्त विकल्प के ठेकेदार यदि अतिरिक्त राशि जमा हो जाने के कारण रिफण्ड चाहते है तो

11. ठेकेदार द्वारा प्रतिबंधित क्षेत्रों जैसे चारागाह भूमि, केचमेंट एरिया, वन / अभ्यारण्य / राष्ट्रीय उधान तथा उनके सेफ्टी जोन क्षेत्र, विभिन्न न्यायालयों द्वारा प्रतिबंधित क्षेत्रों में खनन कार्य नहीं किया जायेगा एवं स्वीकृत खनन पट्टा / लाईसेंस क्षेत्र में या किसी खातेदारी भूमि में बगैर पट्टाधारी /लाईसेंसधारी या संबंधित खातेदार की लिखित सहमति के बिना खनन कार्य नहीं किया जायेगा। इस बाबत् अल्पावधि अनुज्ञापत्र का आवेदन पत्र पेश करते समय ही शपथ पत्र देना होगा।

यह परिपत्र वित्त (राजस्व डिवीजन) विभाग की आर्ड डी संख्या 101103210 दिनांक 30.10.2011 की सहमति से जारी किया जाता है तथा इस विषय में राजस्य सरकार द्वारा माननीय सर्वोच्च न्यायालय में दायर की गई एसएलपी पर होने वाले निर्णय के अध्यधीन रहेगा।

राजस्थान सरकार, खान (ग्रुप–2) विभाग के पत्र क्रमांक प.13(6) खान/ग्रुप–2/80–पार्ट जयपुर, दिनांक 18.10.2012 के अनुसार इस विभाग के समसंख्यक परिपत्र दिनांक 15.11.2011 के बिन्दु संख्या 6 में आंशिक संशोधन किया जाता है कि इस बिन्दु में वर्णित रॉयल्टी पेड खनिज प्राप्त करने वाले ठेकेदारों के अधिशुल्क निर्धारण प्रत्येक रनिंग बिल व अंतिम बिल की स्टेज पर किये जाने की बजाय प्रथम रनिंग बिल की स्टेज एवं अंतिम बिल की स्टेज पर ही किये जाए।

इसके अलावा उक्त परिपत्र के बिन्दु संख्या 8 को निम्नप्रकार प्रतिस्थापित किया जाता है :–

"BOT/BOOT के तहत होने वाले निर्माण कार्यो, जिनमें बिलों का भुगतान निर्माण विभाग द्वारा संवेदक को नहीं किया जाता है, उनमें विकल्प–'ए' लागू नहीं होगा, विकल्प–बी लागू होगा, विकल्प–सी एवं विकल्प–डी इस शर्त के साथ लागू होंगे कि कार्य समाप्ति पर संवेदक द्वारा निर्माण विभाग से खनिज की मात्रा का विवरण प्राप्त किया जाकर अधिशुल्क निर्धारण हेतु बिन्दु संख्या 4 में वर्णित दस्तावेज खनि अभियंता को प्रस्तुत करने होंगे एवं खनि अभियंता द्वारा रायल्टी की अदेयता का प्रमाण–पत्र जारी किया जावेगा। निर्माण विभाग द्वारा संवेदक को टोल वसूली अधिकार पत्र / कार्य पूर्ण का प्रमाण पत्र तब तक जारी नहीं किया जावेगा, जब तक संवेदक खनि अभियंता से रॉयल्टी की अदेयता का प्रमाण पत्र प्राप्त कर प्रस्तुत नहीं कर देवें।

राजस्थान सरकार, खान (ग्रुप–2) विभाग के पत्र क्रमांक प.13(6) खान/ग्रुप–2/80–पार्ट जयपुर, दिनांक 09.01.2013 के अनुसार इस विभाग के समसंख्यक परिपत्र दिनांक 15.11.2011 में निर्माण विभाग के ठेकेदारों से खनिजों पर रायल्टी वसूली एवं परमिट के संबंध में व्यवस्था की गई है, जिसमें आंशिक संशोधन परिपत्र दिनांक 18.10.2012 से किया गया है। उक्त के क्रम में परिपत्र दिनांक 15.11.2012 में बिन्दु संख्या 12 निम्न प्रकार जोड़ा जाता है :–

"12. जो ठेकेदार रायल्टी पेड खनिज प्राप्त कर निर्माण कार्य सम्पादित करना चाहते है, परन्तु प्रथम या अंतिम रनिंग बिल की स्टेज पर अधिशुल्क निर्धारण नहीं करवाना चाहते है, उन्हें विकल्प 'ई' के रूप में वर्गीकृत किया जाकर उनके अंतिम बिल से रायल्टी की कटौती निम्नानुसार निर्धारण दर से की जाकर चेक अथवा ए0जी0 एडजेस्टमेंट के माध्यम से खान विभाग के आय मद में जमा करवाई जाए :–

1.	सड़क निर्माण / वाइडनिंग एवं भवन निर्माण कार्य	3%
2.	रिपेयरिंग एवं अन्य कार्य	1.5%

उक्त विकल्प लेने वाले ठेकेदारों को कार्य शुरू करने से पूर्व एक शपथ पत्र निर्माण विभाग में देते हुए प्रति खान विभाग को पृष्ठांकित किया जाना होगा कि वे अवैध खनन से खनिज प्राप्त नहीं करेंगे एवं खान विभाग द्वारा खनन स्त्रोत एवं परिवहन पर अवैध खनन निर्गमन के विरूद्व की जाने वाली कार्यवाही पर किसी प्रकार की उजरदारी उनके द्वारा प्रस्तुत नहीं की जायेगी।

उक्त विकल्प BOT/BOOT ठेकेदारों द्वारा लिये जाने पर उन्हे कार्य की कुल लागत का उपरोक्त दरों से राशि खनि अभियंता कार्यालय में तीन समान किस्तों में कार्य समाप्ति से पूर्व जमा करानी होगी। निर्माण विभाग द्वारा कार्य की अंतिम संशोधित लागत से खनि अभियंता को अवगत कराया जाएगा तथा तीनों किस्त जमा हो जाने के खनि अभियंता द्वारा सत्यापन किये जाने पर बिन्दु संख्या 8 अनुसार निर्माण विभाग के अभियंता द्वारा टोल वसूली अधिकार पत्र / कार्य पूर्णता प्रमाण पत्र जारी किये जायेंगे।