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NIT No.: 37/DD/HD-II/DB/2026-27

Name of work : **M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.**

Estimated Cost : **Rs. 41,36,889/-**
Earnest Money : **Rs. 82,738/-**
Security Deposit : 2.5% of the tendered value
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.

Time of execution : **12 Months**

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Certified that this NIT for amounting to Rs. 41,36,889/- (Rs. Forty One Lakh Thirty Six Thousand Eight Hundred Eighty Nine Only) contains 1 to 35 pages only.

Dy. Director (Hort.)
Hort. Division-II,
CPWD, New Delhi
Email-delddh2.cpwd@nic.in
Tel. 011-23378470

NOTICE INVITING e-TENDER

N.I.T. No.	37/DD/HD-II/DB/2026-27
Name of work	M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.
Estimated Cost	Rs. 41,36,889/-
Earnest Money	Rs. 82,738/-
Performance Guarantee	(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
Security Deposit	2.5% of tendered value
Time Allowed	12 Months

This NIT is approved for the above work amounting to Rs. 41,36,889/-- (Rs. Forty One Lakh Thirty Six Thousand Eight Hundred Eighty Nine Only) contains page 1 to 35.

**Dy. Director (Hort.)
Hort. Division-II,
CPWD, New Delhi
Email-delddh2.cpwd@nic.in
Tel. 011-23378470**

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

The Dy. Director (Hort.), Horticulture Division – II, CPWD, I.P. Bhawan, New Delhi on behalf of the President of India invites online Percentage rate bids from approved and eligible contractors registered in (Horticulture Category) of CPWD in appropriate class, for the following works:-

Sl . No.	NIT No.	Name of work	Estimat ed Cost put to bid	Earnest Money	Time of Comple tion	Last date of online submission of bid, other documents as specified in the bid document	Date & time of opening of bid
1	2	3	4	5	6	7	8
1	37/DD/HD-II/DB/2026-27	M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.	Rs. 41,36,889/-	Rs. 82,738/-	12 Months	Upto 15:00 Hrs. on 15.10.2026	at 15:30 Hrs. on 15.10.2026

- The contractor has to go through carefully on the “Special Condition” given on the page no. 17-18 and fulfilled all the points therein. The contractor shall ensure that all deployed personnel possess the requisite training for their respective trades and are assigned only to the trade in which they have been trained.**
- 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 is in possession of all the documents required.
- Information and Instructions for bidders posted on website shall form part of bid document.
- The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.

Bidders are advised to keep visiting the above mentioned websites from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updates thereof, if any. An incomplete application may be liable for rejection.

- Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque or Bank Guarantee (for balance amount as

prescribed) from any of the Commercial Bank (drawn in favour of **Deputy Director (Horticulture), Horticulture Division – II, CPWD, New Delhi** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. **“EMD shall be made/ issued only from the account of the bidder/tenderer submitting the bid/tender. EMD made/ issued from the account other than that of the bidder/ tenderer submitting the bid, shall not be accepted”**. The Original EMD should be deposited either in the office of **Deputy Director (Hort.)** inviting bids of division office or 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 the tender inviting EE in the NIT.

- a. The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile / uploading tender can be resolved through the concerned Deputy Director/ Assistant Director (Phone no 01123378470, e- mail Id delddh2.cpwd@nic.in) or ERP help line no. 18001803286 or e-mail Id cpwd.support@techmahindra.com. The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

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

6. But the bid can only be submitted after deposition of original EMD (such as / Fixed Deposit Receipt / Bank Guarantee number, amount and date) either in the office of **Deputy Director (Hort.)** inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. (The EMD documents shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft or Bankers Cheque or Fixed Deposit Receipts of and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favor of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
7. The contractor already registered on the e-tendering portal will have option to continue by paying tender processing fee upto one year from the date of registration, or to switch over to (new) registration without tender processing fee any time. All new registrations from 01.04.2015 will be without tender processing fee.
8. “Bid Security Declaration” accepting that if any tendered withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.
9. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
10. Copy of enlistment order and other documents as specified in the tender documents for eligibility 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 document as specified in tender documents shall be submitted by the lowest bidder within a week physically in the office tender opening authority.

11. The eligible bidder shall quote item rates put to tender including. The quoted rate shall be inclusive of all Taxes, Royalty, Octroi, GST etc. and bonus payable to workers under labour act. No reimbursement shall be made for taxes paid like GST etc. and Bonus payable under relevant Labour Act.
12. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has submitted the documents as per terms of the NIT.
13. The intending bidder must have valid class-III digital signature to submit the bid.
14. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
15. Contractor can upload documents in the form of JPG format and PDF format.
16. Contractor must ensure to quote percentage above or below or at par for civil work as well as electrical portion in template (Abstract sheet). The column meant for quoting percentage in figures appears in pink colour and the moment percentage is entered, it turns sky blue. However, if a tenderer 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.
17. The eligibility bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the eligibility bid shall be communicated to them at a later date.
18. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of works in CPWD. The department reserves the right to verify the particulars furnished by the applicant independently.
19. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified Contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
20. 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.
21. While submitting the revised bid, contractor can revise the rate / percentage of one or more item(s) subheads any number of times (he need not re-enter rate of all the times) but before last time and date of submission of bid as notified.
22. It is mandatory to fill details / upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded his bid will become invalid and processing fee shall not be refunded.
23. If the Contractor is found ineligible after opening of bid, his bid shall become invalid.
24. 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 contractor, the bid shall become invalid.
25. All cess/duties/taxes as applicable on the date of receipt of tender shall be borne by the contractor. The contractor shall quote his rates considering all such cess/duties/taxes. Contractor must have GST registration. No reimbursement shall be made for taxes paid like GST etc.

26. The bidders are advised to inspect and examine the site & its surroundings and satisfy themselves before submitting their tender. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent upon any misunderstanding or otherwise shall be allowed.
27. The bidders who propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, which contain any other condition (s) of any sort including conditional rebate will be summarily rejected.
28. The tenderer should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc., contained in the tender document very carefully, before quoting the rates.
29. The tenderer should also read the General conditions of contract for CPWD works 2023 (maintenance work) modified/Amended up to last date of submission of tender, published by DG CPWD, Nirman Bhawan, New Delhi which will be a part of the Agreement.
30. The contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.

Provision for Labour Camp”: (No. CSQ/C&M/C37(8)/2005/688, dated, 07.07.06.

31. The contractor shall have to make his own arrangement for housing facilities for staff and labour away from site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No. labour huts will be allowed to be constructed at the site. The decision about store at site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account.
32. This bid is being invited for repair/rehabilitation/upgradation of the Office Buildings. The contractor has to prepare the programme in consultation with Engineer-in-charge as per requirement and the contractor has to augment the resources accordingly.
33. Contractor can upload documents in the form of JPG format and PDF format.
34. Contractor must ensure to quote rate of each item. The column 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).
35. The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

List of Documents to be scanned and uploaded within the period of bid submission/Non submission will render the contractor ineligible.

S. No.	Documents
1.	Insurance Surety Bonds, Account Payee Demand Draft or Banker's 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 Deputy Director (Horticulture), Horticulture Division – II, CPWD, New Delhi
2.	Copy of Receipt for deposition of original EMD issued from division office of any Executive Engineer/Dy. Director(Hort.), CPWD as per Proforma A
3.	Enlistment Registration certificate.
4.	GST Registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder. If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a case the bidder shall scan and upload following undertaking along with other bid documents. “If work is awarded to me, I/we shall obtain GST registration Certificate of the State, in which work is to be taken up, 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.
5	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))
6	The contractor shall submit an undertaking stating that they have carefully read all the ‘Special Conditions’ given on page no. - 17 & 18 and shall comply with them.

PROFORMA A**PROFORMA FOR RECEIPT OF DEPOSITION OF ORIGINAL EMD**

Receipt of deposition of original EMD	
(Receipt No.Date.....)	
1. Name of work:	M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.
2. NIT No.:	37/DD/HD-II/DB/2026-27
3. Estimated Cost:	Rs. 41,36,889/-
4. Amount of Earnest Money Deposit	Rs. 82,738/-
5. Last date of submission of Bid	15.10.2026 15:00

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/AE(P)/AE/AAO) alongwith office stamp	

(*) To be filled by AAO

GOVERNMENT OF INDIA
CPWD-6 FOR e-TENDERING

1. The Deputy Director (Hort.), Horticulture Division II, CPWD, New Delhi on behalf of the President of India invites online Percentage rate tenders from approved and eligible contractors registered in Horticulture Category of CPWD in appropriate class.

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. 41,36,889/-** This estimate, however, is given merely as a rough guide.
 - 1.1.1 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below: -
2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 with up-to-date amendments, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The Bid documents consisting of plans, specifications, the schedule of quantities of the various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times or withdraw it before last date and time of submission of bid as notified. No post-tender modification is allowed by the tenderers except through negotiations, if required. In case, any tenderer does so, the tender will be rejected and the tenderer will be debarred for future tendering in CPWD for two years by the concerned enlisting authority (in case of CPWD enlisted contractor) and by the concerned SE/SE (in case of non-enlisted contractor).
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of the bid as notified.
8. The contractor already registered on the e-tendering portal will have option to continue by paying tender processing fee upto one year from the date of registration, or to switch over to (new) registration without tender processing fee any time. All new registrations from 01.04.2015 will be without tender processing fee.

9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank (drawn in favour of **Deputy Director (Horticulture), Horticulture Division-II, CPWD, I.P. Bhawan, New Delhi**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The Original EMD should be deposited either in the office of Executive Engineer inviting bids of division office or 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 the 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 lakh, 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 six months 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.

This receipt of deposition of bank guarantee shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.

- (i) Copy of Enlistment Order and certificate of work experience (if required) and other documents as specified in the Press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose has deposited Original EMD with any Division of C.P.W.D, and other documents scanned and uploaded are found in order.

The bid submitted shall be **opened at 15:30 on 15.10.2026**

10. The contractors registered prior to 01-04-2015 on e-tendering portal of CPWD shall have to deposit bid processing fee at existing rates, or they have option to switch over to the new registration system without bid processing fee any time.
11. 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 Item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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 sub contractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered amount of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.

- 12. The description of the work is as follows: - **M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.**
- 13. 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.

14. 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.
15. 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.
16. 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.
17. 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 Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
18. 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.
19. The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system.

Further

- (i) If any tenderer withdraws his tender or makes any modification 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 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.

20. 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.
21. The eligible bidder shall quote percentage rates for sub head wise cost put to tender including major component as well as for minor components of work. The quoted rate shall be inclusive of all Taxes, Royalty, Octroi, GST etc. and bonus payable to workers under labour act. No reimbursement shall be made for taxes paid like GST etc. and Bonus payable under relevant Labour Act.
22. The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile / uploading tender can be resolved through the concerned Executive Engineer / Assistant Engineer (Phone no 011-23378470, e- mail Id delddh2.cpwd@nic.in) or ERP help line no. 18001803286 or e-mail id: cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest. (OM No. DG/SOP/36 Dated 25.03.2022).

**Signature of Divisional officer
For & on behalf of President of India**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

State	:	Delhi	Circle	:	--
Branch	:	Horticulture	Division	:	Horticulture Division - II
Zone	:	CE(NDZ-II)	Sub-Division	:	Sub-Division – 2/II

Percentage rate Tender & Contract for works

Tender for the work of:- **M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.**

- (i) To be uploaded by 15:00 hour on **15.10.2026** to uploaded at Office of Dy. Director (Hort.), **Hort. Division –II**, CPWD, New Delhi.
- (ii) To be opened in presence of tenderers who may be present at 15:30 hours on **15.10.2026** in the office of Dy. Director (Hort.), Hort. Division –II, CPWD, New Delhi.

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all 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 30 days from the date of opening of bid 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 (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a

guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to 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 & integrity 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 President of India.

Signature

Dated

Designation: **Dy. Director (Hort.),
Horticulture Division-II,
CPWD, New Delhi**

Special Conditions

1. All the workers should wear proper dress i.e. Light Blue Color Shirt Full Sleeve and Navy Blue Trousers along with Shoes. If a worker is found without proper dress, then a penalty of Rs 1000/- per case will be imposed by the deptt. and will be deducted from next month bill.
2. The worker will display his name and designation along with subdivision and division name and lastly CPWD logo. His shirt should display CPWD logo on the back. Logo should be of thread knitting.
3. The beldar/helpers/sewer men/Mali should have Skill India Certification and the trade like electrician, plumbers, mason, carpenter, wiremen etc. should have a degree of relevant trade from 10+2 ITI Courses or equivalent. If a worker category is available in 10+2 ITI courses then the workers being engaged must have these degrees. **AC mechanic should have ITI in refrigeration, Electrical Foremen should have either ITI or should have electrical license with 5 years of experience (Counted after the date of licensing), Fire operator should have certified diploma course degree from recognized institutions.** Else, if a workers category is not available in 10+2 ITI courses then he / she should have at least certificate from Skill India program.
4. Contractor has to design a carry suitcase (with/without trolley) which should be capable of arranging all the necessary equipment for respective trade in that suitcase AND SHOULD BE APPROVED BY THE ENGINEER IN CHARGE.
5. All the workers should be preferably below 50 years and maximum 20% of the workforce can be of age more than 50 years.
6. The contractor has to submit the details of the work executed by each workman in the form of two photos, i.e., before and after attending the complaint. The contractor has to employ a Computer Operator for arranging all these photographs in a daily folder and a monthly folder to be submitted in the form Pen-Drive to the AE concerned. In ease of failure, Rs 1 Lacs will be recovered from the bill for each month of default.
7. All the workers will come to the designated place in the morning 5 minutes before the working hours, and submit the attendance in terms of numbers present/total number as per tender. The same exercise has to be completed just 5 minutes before closing time of working hours.
8. If a worker is found absent without prior replacement, then a penalty of 3 times the daily wages as per the Minimum Wages Act will be imposed.
9. If a worker is being replaced with prior approval, then he should come in proper dress as described in Para No. 1 & 2, and he should have a qualification either more or equal to the qualification of earlier workmen.
10. It is presumed that contractor will make all the payments due to the workman through banks and if any complain of forced demand of money by the contractor or his representative is received from the workman and if contractor is found guilty, then the firm will be banned for a period of more than a year, as decided by the competent authority.
11. If the satisfaction level is reported by the resident as below good or not satisfactory, then the contractor will be given a chance to correct the mistake but even after the 2nd attempt the response is not satisfactory, then a penalty of Rs. 5,000/- will be imposed for each such unsatisfactory work.
12. A performance appraisal form will be prepared by the department and the contractor will keep the performance appraisal form on record for at least 20 residents/officers (Not to be the same lot as earlier) per enquiry, and if contractor fails to get average less than 8.0 on a scale of 1 to 10, then he will be given a notice for another month to improve and if the contractor fails to improve the rating then his work will be **terminated as per the relevant clauses of the agreement.** For continuation of the work, one month's time will be given to the contractor to wind up, and the department to call new tender and put the new agency in place. Such contractors will be debarred for 3 years from participating in such tender.

13. The contractor has to keep an eye on the balance stock of the material required for the satisfactory maintenance of the asset for which he/she has been given the job, and he must order the additional stock after getting necessary approval from competent authority, if the current stock has reached the threshold level. The purpose of this clause to maintain always a minimum balance of material in the stock.
14. The contractor will follow all the statutory provisions, guidelines, laws and any other orders being issued by the Govt. from time to time and he/she will ensure that all the necessary payments and facilities are being provided as per the Govt. orders.
15. Contractor should brief all the workmen everyday morning about the security and safety protocol and also about the polite behavior which a worker is supposed to do with residents/officer.
16. If a worker is found to be chewing Gutkha, Tobacco, Paan, etc., or having liquor, etc., or smoking, then a penalty of Rs. 5,000/- will be imposed per incident, and the worker will be removed.
17. The contractor has to deploy the carrier vehicle for carriage of T & P including lawn moving machine required at site bearing CPWD logo. If the contractor is found to carry the lawn mover and other equipment directly without the carriage vehicle, then the contractor shall be penalized @ Rs. 15,000/- per incident.

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:-

Sl. No	Name of work	Estimated cost	Period of completion
1	M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.	Rs. 41,36,889/-	12 Months

2. Scope of work: - This work is to be executed at **different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi.**
3. The list of bungalows / flats have been given for guidance and fixing the broad scope of work. However Engineer-in-charge [DD(Hort)] can add or deduct bungalows / flats as per requirements. If required, the work can be executed anywhere within the jurisdiction of DD(Hort.)-II.
4. Work shall be executed according to General Conditions of Contract for Central P.W.D. Works available separately at printer's outlets. The bidder may obtain the address of the outlets from the Executive Engineer.

PROFORMA OF SCHEDULES**SCHEDULE 'A'**

Schedule of quantities

SCHEDULE 'B'

Schedule of materials to be issued to the contractor: -

Sl. No	Description of item	Quantity	Rates in figures & works 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

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

-----NIL-----

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any

(a)	General Conditions and additional conditions
(b)	CONDITIONS FOR HORTICULTURE WORK

SCHEDULE 'E'**Reference to General Conditions of contract**

: General Conditions of Contract 2023 for maintenance work as amended/modified upto the previous day to last date of submission of Bid

Name of Work : **M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.**

Estimated cost of work: : **Rs. 41,36,889/-**

Earnest Money : **Rs. 82,738/-**

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

Security Deposit : 2.5% of tendered value.

SCHEDULE 'F'

Officer Inviting tender

Dy. Director (Hort.)
Hort. Divn.-II, CPWD, New Delhi

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.

As per clause 12 mentioned below.

Definitions:

- | | | |
|-------|--|---|
| (i) | Engineer-in-chargers | Dy. Director (Hort.)
Hort. Divn.-II,
CPWD, New Delhi |
| (ii) | Accepting Authority | Dy. Director (Hort.)
Hort. Divn.-II,
CPWD, New Delhi |
| (iii) | Percentage on cost of material and labour to cover all overheads and profits | : 15 % |
| (iv) | Standard Schedule of Rates | DSR 2025 (H&L) |
| (v) | Department | CPWD |
| (vi) | Standard CPWD contract form | General Conditions of Contract 2023 for Maintenance work as amended/modified upto last date of receipt of bids. |

Clause 1:

- | | | |
|-----|--|------------------------|
| (i) | Time allowed for submission of Performance Guarantee, Program chart (Time and Progress), and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there off from the date of issue of letter of acceptance.
Maximum allowable extension with late fee @0.1% per day of performance guarantee beyond the period {provided in(i)} above | 07 days

03 days |
|-----|--|------------------------|

Clause 2:

- | | | |
|--|-----|--|
| Authority for fixing compensation under clause 2 | : - | Chief Engineer, NDZ-II
CPWD, Supreme Court Metro Building, New Delhi. |
| Whether Class 2A shall be applicable | : - | Not Applicable |

Clause 5:

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

Time allowed for execution of work : **12 Months**

Authority to decide:**(i)** Extension of timeDy. Director (Hort.), Hort. Divn.-II,
CPWD, New Delhi**(ii)** Rescheduling of mile stones

Not applicable

(iii) Shifting of date of start in case of delay in
handing over of site.Dy. Director (Hort.)
Hort. Divn.-II,
CPWD, New Delhi**Clause 6**

Clause applicable

: - Electronic Measurement Book (EMB)
through CPWD ERP Portal**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.

: - 3.45 Lakhs

Clause 7A:

Whether clause 7A shall be applicable

: Applicable

Clause 10 A

NIL

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable

: Not Applicable

Clause 10 CComponent of labour expressed as percentage of
value of work: Applicable
: 90%**Clause 10 CA**

Material covered under this clause

: - Not Applicable

Clause 10 CC:Clause 10 CC to be applicable in contracts with
stipulated period of completion exceeding the
period shown in the next column

: - Not Applicable

Clause 11:

Specification to be followed for execution of work

: - CPWD specifications
DSR-2025
(Horticulture &
landscaping) with up
to date correction
slips online receipt of
amendments.**Clause 12: Type of work.**

Maintenance works

12.2 & 12.3 Deviation limit beyond which clause 12.2 & 12.3
shall apply for horticulture work. No limit

Clause 16:

Competent Authority for deciding reduced rates

: - Chief Engineer, NDZ-II
CPWD, Supreme Court Metro
Building, New Delhi.

Clause 18

List of mandatory, tools & plants to be deployed by :- As per site requirement .
the contractor at site.

Clause 19C	
authority to decide penalty for each default	Deputy Director(Horticulture), Horticulture Division-II, CPWD, I.P. Bhawan, New Delhi
Clause 19D	
authority to decide penalty for each default	Deputy Director(Horticulture), Horticulture Division-II, CPWD, I.P. Bhawan, New Delhi

Clause 19G	
authority to decide penalty for each default	Deputy Director(Horticulture), Horticulture Division-II, CPWD, I.P. Bhawan, New Delhi
Clause 19K	
authority to decide penalty for each default	Deputy Director(Horticulture), Horticulture Division-II, CPWD, I.P. Bhawan, New Delhi

Clause 25 : For all claims in disputes

Conciliator	SDG or ADG concerned with the work as applicable. The disputes and amount of each disputes (duly filled in Proforma Appendix-XVII enclosed at page No. 24.) may be promptly referred to conciliator.
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Arbitrator appointing authority : CE, NDZ-2, CPWD or his successor

Clause 32(i): Requirement of Technical Representative(s) & recovery Rate: -

Requirement of Technical staff		Minimum Qualification / Experience of Technical Representative (Years)	Designation of Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
Qualification	Number			Figures	Words
Graduate Engineer (B.Sc. Ag. / Hort.) or Diploma Hort.	1	2 or 5 respectively	Project Manager cum planning /quality/site/ billing Engineer	Rs.15,000/- per month per person	Rupees Fifteen Thousand Per Month per person

Appendix-XVII**Reference of disputes and amount claimed for each dispute to the Conciliator. [Refer to Clause 25]**

To,

The ADG/SDG

.....

.....

New Delhi

Sub: 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 made:
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 enclose the statement 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. Executive Engineer.....Division.

GENERAL CONDITIONS

- (i) The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specification and additional conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and additional conditions.
- (ii) The work shall be carried out as per CPWD specifications 2019 Vol.-I to II & DSR-2025(Horticulture & landscaping) with upto date correction slips unless otherwise specified in the nomenclature of individual items or in the specification and additional conditions, where specification are silent, the decision of Engineer-in-charge shall be final and binding on contractors.
- (iii) The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage and stacking at required place etc.
- (iv) The rates for different items of work shall apply for all heights and depths leads and lifts unless otherwise specified in the agreement or specifications applicable to the agreement.
- (v) The rate for all items of work, shall unless otherwise clearly specified include cost of all labour, material and other inputs involved in the execution of the items.
- (vi) The quantities of each item shall not exceed beyond the deviation limit mentioned in schedule-F without prior permission of the Engineer-in-charge.
- (vii) The contractor shall be required to produce samples of all materials sufficiently in advance to obtain approval of the Engineer-in-charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation, such materials shall be liable to rejection.
- (viii) Any damage done by the contractor to any existing work structure/services during the course of execution of the work shall be made good by him at his own cost.
- (ix) No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this accounts shall be entertained.
- (x) The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
- (xi) Statutory deduction on a/c of Water Charge, Income Tax, Labour Cess etc. as applicable shall be made from the gross amount of the bill.

Dy. Director (Hort.)
Hort. Division-II,

Additional Conditions

1. As the present work shall be executed **to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi** the work cannot be suspended even for one day after starting the work. The Engineer-in-charge have liberty to forfeit earnest money & performance guarantee deposited by the agency, after one day notice through site order book in this regard.
2. If because of any reasons work has to be stopped, it shall be responsibility of contractor to bring the facts to the notice of the either field staff or Engineer-in-charge, failing which the said period shall not be accounted for Hindrance period.
3. The contractor has to work in restricted area and in restricted time due to security reasons. He shall be bound by the instructions of security staff and Engineer-in-charge in this respect & no claim shall be entertained due to imposed restrictions of time.
4. Contractor shall provide name, father's name, residential address and other details i/c photo as may be required by the security staff for issue of photo pass to the labour deployed on work. The Department shall arrange only passes for getting into the building only, if required.
5. The contractor shall be responsible for behaviour and conduct of his workers. No worker with doubtful integrity or having a bad record shall be engaged at site of work by the contractor.
6. Other agencies may also simultaneously be executing the work of electrification, Horticulture or external services and other building works for the same bldg. alongwith this work. The contractor shall especially co-ordinate and cooperate with the other agency carrying out this work and no claim in this regard will be entertained.
7. Some restrictions may be imposed by the security staff etc. on the working and or movement of labour and materials, etc, the contractor shall be bound to follow all such restrictions /instructions and nothing shall be payable on this account.
8. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.
9. Due to restriction on driving slow moving vehicles/hand driven rickshaws in NDMC areas, the contractor has to make his own arrangement of motorized transportation & nothing extra shall be paid on this account. Legal action shall be taken against violation.
10. The dismantling wherever required shall be done in a manner so that no other portion of the building or its fixtures are damaged. If any damage are done to the building it shall be made good by the contractor at his own cost and no claim what so ever shall be entertained on this account.

11. The sites where the work is to be executed on any day shall be got approved from the representatives of the Engineer-in-charge at the site of work. No work shall be carried out in without the approval of the representative of the Engineer-in-charge at the site of work. Such works carried out without the approvals of the representative of the Engineer-in-charge shall be rejected and will not be measured and paid for.
12. The contractor will not have any claim in case of any delay by the Engineer-in-Charge in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
13. The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers.
The decision about how many sheds can be allowed for chowkidars and storekeepers at project site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account”.
14. All Sub-Standard material if brought by contractor shall be rejected and shall have to be removed by him at his cost from the site immediately and this office will not be responsible for the safe custody of the same. And Engineer-in-charge shall have powers to get it disposed in case of failure by contractor at the risk and cost of contractor.
15. The Sub-standard work shall be rejected outright and shall not be measured and no claim what so ever, shall be entertained in this regard. The decision of the Engineer-in-charge shall be final and binding in this regard.
16. Nothing extra shall be paid to the contractor for excess consumption of materials in case of the materials arranged by him.
17. The Dy. Director (Hort.) has got the right to accept or reject the tender as whole or part of it and no claims whatsoever will be entertained on this account.
18. The contractor and/or his authorized representative should inspect the site order book every day and got the compliance noted by the representative of Engineer-in-charge or Engineer-in charge.
19. No T & P shall be supplied by the Department.
20. Due to Security reason the contractor shall have to arrange time table of labour according to the security requirement staff and Engineer-in-charge instructions. The contractor should see the site before tendering.
21. Where ever in this NIT VAT, Service Tax & Sale Tax mentioned may be read as GST.

Dy. Director (Hort.)
Hort. Division-II,

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 slips and as per CPWD Delhi Schedule of Rates, Analysis of Rates and Specifications (HORTICULTURE & LANDSCAPING), 2025.

The minimum field staffs are to be engaged for maintenance as per approved yard stick of Govt. of India. The yard stick for reference is given below:-

- a. Office accommodation. (1.25 Acres = One Mali) As per yard stick.
 - b. M/o Earthen / Plastic Potted plants displayed at Ground floors @ 1 Mali per 750 Nos.
 - c. M/o Cement Potted plants @ 1 Mali per 300 Nos.
 - d. M/o potted plants displayed at multi storied office buildings@ 1 mali for 250 Nos. Earthen/Plastic Pots.
2. The total Nos. of field staff / Mali to be engaged will be as per schedule of Qty. The staff should have experience. The normal working hours will be 8 hours a day subject to staggering of duty hours as per actual requirement.
 3. 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.
 4. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture works whatsoever shall be disposed off on regular basis by the contractor to the specified common collection/disposal point at designated place and nothing extra shall be paid on this account.
 5. The site shall be cleared from all type of rubbish, surplus T & P etc. complete in all respect at the time of completion of work.
 6. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the direction.
 7. In case of any causality of shrubs, trees or any other plants/materials due to negligence of contractor, during maintenance period, contractor will have replaced the trees/shrubs/other plants/materials of the same height and specification at his own risk and cost and nothing extra shall be paid for the same. The decision of the Dy. Director of Horticulture shall be final and binding in this regard.
 8. The rejected and substandard material should be removed from the site of work immediately the Department shall not be responsible for any damage/loss of rejected material.
 9. The staff deployed for horticulture work must have good knowledge about horticulture works operations like potting, repotting, watering to pots, shaping & pruning of potted plants, planting of trees/seedlings, potted plants maintenance etc.
 10. 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 every month.
 11. 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 in advance by the contractor at his own cost.

12. The Department shall not be responsible for any injury or death of any worker at site due to accident during execution of work.
13. No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of work and no such claim on this account will be entertained.
14. The location of storing and stacking of material shall be decided by the Officer-in-charge.
15. The contractor will be responsible for police verification of the labour & permission of vehicles deployed for the execution of work. They have to follow all the security norms/guidelines of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance, if required.
16. 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.
17. GST as applicable. In case of any variation in GST or other Tax liability to contractor need to manage / bear in future himself.
18. The agency shall made his own arrangement for storage of materials, T&P articles etc. and accommodation for his labour.
19. During execution of work any damage caused to Govt. property/articles by the labours, the same shall be got rectified by the agency and nothing extra shall be paid on this account.
20. 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.
21. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
22. Contractor will have to give payment on minimum wages, fixed by Government of India/ State Govt. whichever is higher as per direction of Officer-in-charge, which are revised time to time through Bank or ECS or online transfer to the Bank account of deployed staff. Any increase in the labour wages by Govt. of India subsequently may be retrospective effect, shall be binding to the contractor and labour shall be paid at the increased rates w.e.f. the date mentioned in the notification.
23. The contractor shall follow provision of contract labour (Abolition and regulation) ACT 1970 & minimum wages ACT.
24. The contractor preferably distribute the salary / wages to his worker by 7th of each month, positively, by ECS or online transfer to the Bank account of deployed staff, as feasible.
25. The following documents should be the part of bill submitted by the agency and Engineer-in-Charge/ authorized representative of Engineer-in-Charge should verify these documents before making payment: -
 - (i) Document of payment made to the employees directly in their bank accounts.
 - (ii) Document of attendance.

- (iii) Document of deposition of ESI & EPF deductions in the employee's accounts. If any bill submitted for payment before deposition of ESI/EPF deductions, then document of deposition of ESI/EPF deduction for the previous month.
- (iv) Any penalty imposed on the agency for delay in disbursing payment & deposition of ESI/EPF deductions in the employee's accounts.
- (v) Any other documents required to ensure the disbursing minimum wages on or before time and ESI/EPF deduction deposited in their account timely.

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 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 tounless 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.

SCHEDULE OF QUANTITY

Name of work :- M/O garden area attached to different non-residential office building under Horti. Sub-Divn. 2/II, HD-II, CPWD New Delhi During 2026-2027.

S.no.	Description of items	Quantity		Rate	Unit	Amount
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, herbs, edge, flower beds, foliages, creepers etc. including hoeing pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter, removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required), top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by officer-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide, Pesticide and plants will be provided by the department and lawn mover and brush cutter with fuel & other T & P material/articles shall be provided by the contractor).					
	Office accommodation. (1.25 Acres = One Mali) As per yard stick.	103549.68	Sqm	4.95	Per Sqm/ Per month	512571.00
2	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 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 750 Nos. Earthen/Plastic Pots).	30000	Nos	32.75	Per pot/ Per month	982500.00

3	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 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 300 Nos. Cement Pots).	14280	Nos	81.85	Per pot/ Per month	1168818.00
4	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).	15000	Nos	98.20	Per pot/ Per month	1473000.00
Total						4136889.00

Dy. Director (Hort.)
Hort. Division-II,
CPWD, New Delhi