PART –A

INFORMATIONS AND INSTRUCTIONS FOR CONTRACTORS FOR e TENDERING, CPWD 6 & 7, PERFORMANCE SECURITY, AND BANK GUARANTEE BOND.

I,O,C: NIL

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEB SITE

(Applicable for inviting open tenders)

The Deputy Director (Hort)- Bangalore, CPWD, Bangalore invites on behalf of the President of India online percentage rate bids from approved and eligible category Enlistment Order in appropriate Class and Category issued by CPWD, Contractors of for the following work(s):

S. No.	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document	Time & date of opening of bid.
1	2	3	4	5	6	7	8
1	**30/DDH/HDB/2026-27**	**M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden**	**Estimated Cost : Rs. 19,99,791/-**	**Rs.39,996/-**	**12 months**	**Up to 17.10 Hrs on 18/11/2026**	**18/11/2026@ 17.45 Hrs**

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should submit his bid if only he considers himself eligible and he is in possession of all the documents required.

2. Information and Instructions for bidders will form part of NIT and to be uploaded on : https://etender.cpwd.gov.in

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3. The bid document consisting of plans, specifications, the schedules of quantities of items, terms and conditions of the contract and other necessary documents can be seen and downloaded from website "www.tenderwizard.com/ CPWD" or "www.cpwd.gov.in" free of cost.

4. The bid document consisting of plans, Specifications, 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 the website https://etender.cpwd.gov.in or www.cpwd.gov.in free of cost

5. 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 The **Executive Engineer,Mycd,CPWD,Mysore**, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE), CPWD and other documents as specified.

6. 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.**

7. The intending bidder must have valid Class-lll 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.**

8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

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

10. Contractor must ensure to quote rate of each item. The column meant for quoting percentagerate in figures appears in **yellow** colour and the moment rate is entered, it turns **sky blue**.

i. Tenderer shall quote the percentage rate above or below two places of decimals only.

ii. The tenderer shall quote only one overall percentage rate above or below on the designated place, which shall be applicable on all components.

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 entertained as lowest tenderer.

11. If the contractor is found ineligible after opening of bids, his bid shall become invalid.

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12. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and the hard copies as submitted by the lowest bidder, the bid shall become invalid.

13. 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.

14. The contractor submitting the bid should read the schedule, specifications, GFC drawings, additional conditions, additional specifications, particular specifications and other terms and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract 2020 for construction works with all the correction slips issued up to the last date for submission of bid, which can be downloaded for reference from the website www.cpwd.gov.in. However, provisions included in the bid document shall prevail over the provisions contained in the standard form. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. The following conditions, which already form part of the tender conditions, are specially brought to the notice of the bidders for compliance while filling the tender. They are requested to comply with the following instructions.

15. The bidder shall quote his Percentage rate keeping in mind the scope of work, schedule of quantities, specifications, GFC drawings, terms & conditions, additional conditions and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.

a) If the bidder is an individual, the application shall be signed by him above his full type written name and current address.

b) If the bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

c) If the bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current address, or alternatively, by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

d) If the bidder is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The bidder should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

16. The tender which is not duly signed as mentioned above or by authorized signatory shall be treated as non-responsive and shall be summarily rejected.

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(iii) 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.

(iv) List of Documents to be scanned and uploaded within the period of bid submission.

(v) All affidavits shall be made in current date after the date of invitation of tender.

17. GST on all materials as well as GST on Work Contract etc., or any other taxes applicable in respect of this contract shall be payable by the Contractor. Percentage rate quoted by him shall be inclusive of such taxes, levies etc. and Government will not entertain any claim for reimbursement whatsoever in respect of the same. The Percentage rate of the contract shall be inclusive of all taxes and levies and nothing extra shall be paid. Further the Percentage rate quoted by the contractor shall be inclusive of labour welfare cess; Seigniorage fee including development cess if any and the same shall be recovered from the contractor‟s bills and shall be remitted to the respective department. Recovery towards GST shall also be made from the bills as per applicable rules and shall be remitted to the respective department.

18. It will be obligatory on the part of the tenderer, to tender for and sign the tender documents for all the component parts. The department reserves the right to accept the tender in full or in part.

19. Applicants are advised to keep visiting the above mentioned web-sites 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 respects including updates thereof, if any. An incomplete application may be liable for rejection.

20. List of Mandatory Documents to be scanned and uploaded in JPG format or PDF format within the period of bid submission.

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 **The Executive Engineer,Mycd,CPWD,Mysore**
2.	Copy of Receipt for deposition of Original EMD issued from any Division office of CPWD where bidder deposited EMD (format of deposition receipt should be as per **Annexure-A**)
3.	Copy of Enlistment Order in appropriate Class and Category issued by CPWD, Contractors of Class-III and above under Horticulture Category and CPWD Enlisted Contractors of Class-III under Horticulture Category enlisted SR Region.
4.	**GST** registration certificate, if already obtained by the bidder. **OR** If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. “If work is awarded to me, I/We shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me / us on account of the work executed and / or for any action taken by CPWD or GST department in this regard"
5.	ERP Training certificate regarding successful completion of ERP Training

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Receipt of deposition of original EMD

(Receipt No.....*.... Date.....*.....)

Name of work. M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden

(i) NIT No.30/DDH/HDB/2026-27

(ii) Estimate Cost: Rs. Rs. 19,99,791/-

(iii) Amount of Earnest Money Deposit: Rs. 39,996/-

(iv) Last date of submission of bid: .....

(i) Name of Contractor..... **
(ii)
(iii) Form of EMD..... **

(iv) Amount of Earnest Money Deposit ..... **

(v) Date of submission of EMD ..... **

Signature

Name and Designation of EMD
receiving officer (DDH/EE/AE(P)/AE/AAO)
along with Office stamp.
(To be filled by EMD receiving DDH/ NIT issuing DDH/ADH).**
Note :

(i) The Deputy Director (Hort) receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting DDH. The receipt can also be issued by the AE(P)/AE/AAO/ADH.

(ii) The Deputy Director (Hort) receiving original EMD shall also intimate tender inviting Deputy Director (Hort) about deposition of EMD by the agency by email/fax/telephonically.

(iii) The original EMD receiving Deputy Director (Hort) shall release the EMD after verification from the e-tendering portal website (www.tenderwizard.com>tender free view>advance search>awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.

(iv) The tender inviting Deputy Director (Hort) will call for original EMD of the L-1 tenderer from EMD receiving Deputy Director (Hort) immediately.

CPWD-6

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CPWD-6

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING TENDER

Online Percentage rate bids are invited on behalf of President of India from approved and eligible category contractors (Horticulture) of CPWD for the work of **M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden.**

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

1.1 **The work is estimated to cost : Rs. 19,99,791/- This** cost, however, is given merely as a rough guide.

1.2 Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the comptent authority, of having satisfactorily completed similar works of magnitude specified below:-

2. Agreement shall be drawn with the successful bidders on Form No. CPWD 7 or other Standard Form as mentioned, which is available as a Govt. of India Publication and also available on website "www.cpwd.gov.in". Bidders shall quote their 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 (i) The site for the work is available.

(ii) The Architectural drawings for the work are available.

(iii) The structural drawings shall be made available in phased manner, as per requirement of the same as per approved programme of completion submitted by the contractor after award of the work.

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 at free of cost. The standard publications like General Conditions of Contract, Schedule of Rates, Analysis of Rates and Specifications with amendments / correction slips can be seen / downloaded free of cost from the website **www.cpwd.gov.in**

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. Deleted

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8. Earnest Money in the form ofPlangseu8rance 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 favor of Executive Engineer,Mycd,CPWD,Mysore**) shall be scanned and uploaded to the eTendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division offlce of any Executive Engineer, CPWD within the period of bid submission,The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format uploaded by tender inviting EE in the NIT.

A part of earnest money is acceptable in the form of Bank Guarantee also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited in shape prescribed above and balance can be deposited in shape of Bank Guarantee issued by a 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

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

2. 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 deposit original EMD with division office of any Executive Engineer, CPWD.

iii. The bidder does not upload scanned copies of all the documents (including GST registration) stipulated in the bid document ***including the copy of receipt of deposition of original EMD.***

iv. If any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of the tender opening authority, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not beallowed to participate in the retendering process of the work.

v. 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

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entertained as lowest tenderer.

3. The contractor whose bid is accepted will be required to furnish: Performance Guarantee: (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount. This guarantee shall be in the form of insurance Surety 11 Insertion : Nil Correction : Nil Omission : Nil Sr. D' man AE-(P) Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance (in case guarantee amount is less than Rs. 1,00,000/-) 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 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 and Programme Chart (Time and Progress) within the period specified in Schedule „F".

The description of the work is as follows

M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden**.**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at their 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.

4. 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

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Received without the assigning any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate if put forth by the bidders shall be summarily rejected.

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

6. 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.

7. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture / Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the Central Public Works Department or in the Ministry of 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.

8. 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.

9. The bid for the works shall remain open for acceptance for a period of Thirty **(30) days** from the date of opening of Technical bids.

10. Forfeiture of Earnest Money

i. If any tenderer withdraws his tender or makes any modifications in the terms and 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 and 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.

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iii. If contractor fails to furnish the prescribed performance guarantee within the prescribed period, the earnest money is absolutely forfeited to the President automatically without any notice.

iv. In case of forfeiture of earnest money as prescribed in para (i), (ii) and (iii) above, the bidder shall not be allowed to participate in the rebidding process of the same work.

11. 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 (Fifteen) days from the stipulated date of start of the work, sign the contract consisting of:-

a. The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

b. Standard C.P.W.D. Form 7 or other Standard C.P.W.D. Form as applicable.

12. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Deputy Director (Hort), then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, **be** at liberty **to be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.** Further the bidders shall not be allowed to participate in the rebidding process of the work.

13. Integrity Pact: The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids for all works of estimated cost put to tender equal or more than the threshold value given in Schedule 'F". In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.

14. 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*……, e-mail Id*……..) 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.

Deputy Director (Hort)- Bangalore
CPWD, Bangalore

I,O,C: NIL

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GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

Percentage Rate Tender & Contract for Works

(A) Tender for the work of. M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden**.**

(B) To be submitted by 17.10 hours on 18/11/2026 to The Deputy Director (Hort)-Bangalore**, CPWD, Bangalore**

To be opened in presence of tenderers who may be present at 17.45 hours on **18/011/2026** in the office of the Deputy Director (Hort)-Bangalore, **CPWD, Bangalore**. Issued to intending eligible bidders.

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, particular specifications, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contentsin the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings 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.

The validity period for acceptance of tenders are invited shall be **30 (thirty) days** from the last date of receipt of bids.

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 suspend me/us from bidding in CPWD tenders for a period of one year from date of issue of suspension order. 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

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

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

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

Dated: Signature of Contractor
Witness: Postal Address

Address:

Occupation:

I,O,C: NIL

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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 …….

I,O,C: NIL

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Proforma of Schedules

(Performa for Horticulture **work)**

SCHEDULE 'A' Schedule of quantities	**:**	As per Part-C
SCHEDULE 'D' Extra schedule for specific requirements / documents for the work, if any	**:**	As per bid document
SCHEDULE 'E' Reference to General Conditions of Contract	**:**	Applicable GCC is CPWD ~~General Conditions of Contract Construction Works 2023/ CPWD General Conditions of Contract EPC Projects 2024/ CPWD~~ General Conditions of Contract for Maintenance works 2023 as modified and corrected upto the previous day of last date of submission of bid.

Name of Work: M/o Garden area attached to GPRA Mysore during 2026-27 SH: Complete Maintenance of Garden.

	Estimated cost of work	**:**	**RS.19,99,791/-**
(i)	Earnest Money	**:**	**Rs 39,996/-** to be returned after receiving PG
(ii)	Performance Guarantee	**:**	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.
(iii)	Security Deposit	**:**	2.5% of tendered value

I,O,C: NIL

DDH

SCHEDULE 'F'

General Rules & Directions:

Officer inviting tender	Deputy Director (hort), CPWD, Bangalore

Definitions:

2(vi)	Engineer in charge	
	Engineer in charge	Deputy Director (Hort), CPWD, Bangalore or his successor thereof
2(vii)	Director General/ CPWD Directorate	It includes Director General / Special Director General / Additional Director General
	Successor	Any authority as notified by the CPWD Directorate before, during or after execution of work/ agreement
2(viii)	Accepting Authority	Deputy Director (Hort), CPWD, Bangalore or his successor thereof
2(x) (a)	Percentage on cost of materials and Labour to cover all overhead and profits	15%
2(x) (b)	Standard Schedule of Rates	
	(i) Horticulture work	DSR-2025 (Horticulture & Landscaping)

2(xi)	Department	Central Public works Department (CPWD)
9(ii)	Standard CPWD Contract Form	CPWD General Conditions of Contract Maintenance Works 2023 & CPWD Form-7 as modified and corrected upto the previous day of last date of submission of tender.

I,O,C: NIL

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CLAUSE-1

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

CLAUSE-2

Authority for fixing compensation under clause2	:	Superintending Engineer, Mysore or any Competent authority as designated by CPWD

~~**CLAUSE-2A**~~

~~Applicable Clause-2 / Clause 2A~~	:	~~Yes / No~~

CLAUSE-5

Number of days from the date of issue of letter : acceptance for reckoning date of start	**10 (Ten) days or date of handing of over of site whichever is later**

I,O,C: NIL

DDH

MILE STONE(S) AS PER TABLE GIVEN BELOW

Sl. No.	Description of Milestone (Financial)	Time Allowed (from date of start)	Amount to be withheld in case of non-achievement of milestone

I,O,C: NIL

DDH

Time Period allowed for execution of Work: - 12 months			
Authority to decide:			
i)	Extension of Time	:	**Deputy Director (Hort) o**r successor thereof
ii)	Rescheduling of Mile stones	:	Chief Engineer CPWD, Bangalore or successor thereof.
iii)	Shifting the date of start in case of delay in handing over of site	:	Chief Engineer CPWD, Bangalore or successor thereof.

Clause 5.2

Documentation of Hindrances	**1.** The contractor has to first register himself through a registration form, available on CPWD website under „Contractors Login" tab. After registration, User ID and password will be automatically generated and sent on his registered mobile and email ID. Using this User ID and Password he can access the module and view all the works which are being carried out by him in CPWD and he can register the hindrance against any particular work. After recording the hindrance by the contractor, it will be visible to all concerned officers (SO(Hort) and above) of that work. An alert through text message and email will be sent to DDH. **2.** Deputy Director (Hort) will first assign the work to the S.O. (Hort)/AD(Hort) who will give their comments on the hindrance within 2 days. After that Executive Engineer of the work will have to take appropriate action on the hindrance within 2 days. The comments of S.O. (Hort)/AD(Hort) will not be visible to contractor, only thedecision of the Deputy Director on the hindrance will be visible to contractor under "Decision of the Engineer-in-charge."

Mile stone(s) as per table given below**.** **: Applicable**

	Description of Milestone (Physical)	Time allowed in days/ months (from date of start)	Amount to be with-held in case of non-achievement of milestone
	NIL		

I,O,C: NIL

DDH

Authority to decide:

(i) Extension of time : **Deputy Director (Hort)- Bangalore CPWD, Bangalore**

(ii) Rescheduling of milestones : **Chief Engineer-Bangalore, CPWD, Bangalore or any Competent authority as designated by CPWD**

(iii) Shifting of date of start in case of delay in handing over of site : **Chief Engineer-Bangalore, CPWD, Bangalore or any Competent Authority as designated by CPWD**

PROFORMA OF SCHEDULES Clause 5 Schedule of handing over of site.

Part	Portion of site	Description	Time Period for handing over/reckoned from date of issue of letter of intent.
Full site	Full site	Full site	

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. 6.00 Lakhs (Rupees Six lakhs only)**

Clause 7A

Whether Clause 7A shall be applicable : **Yes**

No Running Account bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare

I,O,C: NIL

DDH

Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.

Clause 7B
Payment to third party
(Refer No. DG/CON/310 dated 17/07/2020)

Whether Clause 7B shall be applicable : Yes

Clause 8A

Authority to decided compensation on account if Contractor fails to submit completion plan. : **Deputy Director (Hort) - Bangalore CPWD, Bangalore**

Clause 10A **List of testing equipment to be provided by the contractor at site lab.**	:	**Nil**
Clause 10 B(ii) **Whether clause 10-B (ii) shall be applicable**	:	**No**
Clause 10C **Component of Labour expressed as percent of value of work.**	:	**Applicable**

Sl. No	Material covered under this clause	Nearest Materials (other than cement, reinforcement bars and the structural steel) for which All India Wholesale Price Index to be followed	Base Price of all Materials covered under clause 10 CA
1	Ordinary Portland Cement - 43 grade	NA	NA
2	Portland Pozolana Cement – 43 grade	NA	NA
3	Steel reinforcement bars (TMT Fe 500D)	NA	NA
4	Structural Steel	NA	NA

Clause 10CC **Not Applicable.**

Clause 11 **DDH**

Clause 11 **DDH**

Specifications to be followed
for execution of work : **C.P.W.D Specification 2019 Vol. I & II. with upto date correction Slip & DSR DAR (H&L) 2025**

Clause 12
Authority to decide deviation upto 1.5 times of tendered amount **:** Superintending Engineer**,, CPWD, Mysore**

12.2. & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work : No limit

12.5 (i)Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work : No limit

(except items mentioned in earth work subhead In DSR and related items)

(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items. : No limit

Clause 16

Competent Authority for deciding reduced rates Superintending Engineer**, CPWD, Mysore or any competent authority as designated by CPWD.**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:- All T&P and machinery required for executing the work shall be deployed by the contractor

Clause 19 C: **Engineer-in - charge to decide penalty for each default**

Clause 19 D: **Engineer-in - charge to decide penalty for each default**

Clause 19 G: **Engineer-in - charge to decide penalty for each default**

Clause 19 K: **Engineer-in - charge to decide penalty for each default**

Clause 25 **I. Conciliator: ADG, Bangalore**

II. Arbitrator Appointing Authority: SE, Mysore
III. Place of Arbitration: Bangalore/**Decided by Arbitrator and DDH-Bangalore**

Clause 32

Requirement of Technical Representative(s) and recovery Rate

Sl. No	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words
1	BSC Agri or BSc (Hort)	BSc Agriculture or Horticulture	Five Years	Horticulture Supervisor	01	Rs. 15,000 /- per month	Fifteen thousand per month

Clause 38

(i)	(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	
(ii)		Variations permissible on theoretical	
	(a)	Cement	
		(i) For works with estimated cost put to tender not more than Rs. 25 lakh	
		(ii) For works with estimated cost put to tender more than Rs. 25 lakh	
	(b)	Bitumen for all works	
	(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	
	(d)	All other materials.	Nil

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will,in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code(IPC)/Prevention of Corruption Act,1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary action as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department

all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner"s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same.
e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner"s absolute right:

1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

2) **Forfeiture of EMD/Performance Guarantee/Security Deposit**: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of Conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CPWD.

Article 7- Other Provisions

1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.

2) Changes and supplements need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

_____

(For and on behalf of Principal/Owner)

_____

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated:

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 Deputy Director (Hort) ..... (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. ..... (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.

PART -B

TERMS & CONDITIONS

&

SPECIAL CONDITIONS

TERMS AND CONDITIONS

(ORIGINAL AND MAINTENANCE WORKS)

1. The work shall be executed as per approved design and drawings, CPWD specifications 2009, particular specifications, special conditions and the specifications of Bureau of Indian Standards. Where the aforesaid provisions and conditions are silent, relevant specialized literature and manufacturer's specification shall be followed for execution of work.

2. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.

3. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Officer-in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Officer-in-charge and no claim whatsoever, shall be entertained on this account.

4. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.

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

6. Materials used on work without prior approval and testing (where testing is necessary) by the Officer-in-charge are liable to be considered unauthorized, and not acceptable. The Officer-in-charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Officer-in-charge. In case of default on the part of the contractor in removing rejected materials, the Officer-in-charge shall be at liberty to have them removed at the risk and cost of the contractor.

I,O,C: NIL

DDH

7. The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.

8. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.

9. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.

10. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.

11. Unless otherwise specified in the Scheduled of Quantities, the Rates of all the items of the work shall be considered as inclusive all charges like Transportation, Royalty and other Taxes etc.

12 The Contractor shall take instructions from the Officer-in-charge regarding collections and stacking of materials at site.

13. The Contractor shall be responsible to arrange at his own cost all necessary Tools and plants required for execution of original and maintenance works.

14. The contractor shall make his own arrangements for obtaining Electric connection, if required and make necessary payment directly to the Department concern.

15. The agency has to maintain log book for the imported water supply through tankers and should take the signature of authorized person/officers-in charge as and when the supply is made at site.

16. The operating cost of Machinery i.e. Petrol/ Kerosene Oil/ Mobile Oil etc, and proper repair and maintenance of Lawn Mowers and Pumps shall be borne by the contractor.

17. The good earth should be free from rubbish, sandy loam and it should be well drained, fertile, having the pH value in the range of 5.50 to 8.00.

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

19. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or mal functioning of the equipment or by negligence of the staff.

I,O,C: NIL

DDH

20. No compensation shall be payable to the Contractor for any damage caused by rains, storms, earthquakes and other calamity during the execution of work.

21. Water for executing the work will be supplied by the department if available, however, Water charge @ 1% of gross value of work done shall be recovered from each bill payable to the agency.

22. All applicable and prevailing taxes will be recovered from the contractor bills as applicable from time to time

23. If any damage caused for public conveniences/ services, the same shall have to be repaired instant, failing which necessary recovery shall be make from the Contractors bill.

24. If any Building, Road and Channels will be damaged by the Contractor the same will have to repair by the Contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the Civil Division concerned.

25. All the labourers shall be paid wages as per minimum wages act and the wages register shall be produced as and when required by the Officers-in charge , Regional Labour Commissioner etc.,

26. No labour complaints should reach the department regarding non-payment, short payment of wages. If any complaints are received the decision of the Regional Labour Commissioner will be final.

28 It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.

I,O,C: NIL

DDH

29. RATES

29.1 The prospective tenderer shall offer his rates for the complete work including maintenance component as per schedule of works. The tender will be evaluated considering the rates quoted for all components put together.

30. The agency has to depute 104 man days workers in a month regularly at the site of work for which, the Labourer‟s attendance sheet and Fortnight Labour Report to be submitted forprocessing of bills for payment.

31. In general, the work shall be carried out as per the General Conditions of Contract 2020.

GOOD EARTH (SPECIAL CONDITION)

1. Good earth shall be suitable for gardening free from kankar, moorum, shingle, rocks, stones, brick bats, building rubbish, sandy loam.
2. Good earth supplied shall be well drained, fertile, having the pH value in the range of 6 to 8.
3. One sample for every 300 Cum, or whenever there is a change of source of earth shall be got tested for pH Value from a reputed laboratory as approved by the Engineer-in-charge.
4. The earth shall be free from clods or lumps or calcareous clods.
5. Length, breath and height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 20% for voids before payment, unless otherwise described.
6. If good earth is rejected due to certain reasons, the same should be replaced immediately.

CONTRACTOR **DEPUTY DIRECTOR OF HORTICULTURE**

I,O,C: NIL

DDH

TECHNICAL SPECIFICATION AND TERMS & CONDITIONS FOR MAINTENANCE OF HORTICULTURE WORKS

1. GENERAL :

The technical specifications and terms & conditions for maintenance of Horticulture works should be read in conjunction with the general conditions of contract.

2. SCOPE OF WORK :

The scope of the contract covers all landscape Works as detailed under the item of work which includes lawns, ground covers, rockeries, flower beds, creepers and climbers, shrubs, topiary works, ornamental and foliage/flowering trees, at all the levels of the area including self grown trees within the area, if required to be retained.

The Officer-in-charge has the right to carry out further Landscape development in these areas and minor extensions will be included in the scope of works but major projects will be dealt with separately.

All garden areas including plantation areas are to be kept **neat and tidy throughout the period of contract.**

3. PERIOD OF CONTRACT :

The period of contract will be for **12 months.**

4. GENERAL SUPERVISION :

The maintenance will be carried out under the general supervision of Deputy Director / Asstt. Director (Hort.) of Bangalore Horticulture Division or his representative S.O (Hort.).

The areas will be regularly inspected by the authorized staff of the Department to check the attendance of contractor‟s staff, material used and for general supervision.

The instruction of departmental staff is to be carried out promptly. In case of any difference of opinion / interpretation of specifications and conditions, the matter is to be referred by the contractor to the Officer-in-charge for his decision, which shall be final and binding.

5. CONTRACTOR'S SUPERVISION :

5.1 (a) The contractor must engage one full time Supervisor who preferably should be experienced in the horticulture field.

OR

5.1 (b) Retired Chowdhury (Garden supervisor) from CPWD or other Government Deptt. Undertaking or Firm of repute with good physique & health, with sound knowledge of the subject and he should be literate enough to maintain the required records.

5.2 The Supervisor should be with mobile to ensure efficient supervision.

The staff engaged by the contractor shall not be substituted except for sickness / approved leave or otherwise found unfit for the job.

I,O,C: NIL

DDH

5.3 Minimum one supervisor is to be engaged for 10-20 of staff. In case, the total staff is less than 10 Nos. one of the skilled labour shall work as working supervisor, but, he must possess the qualification as mentioned in para 5.1 (b).

6. CONTRACTOR'S MANPOWR AND MANAGEMENT :

The contractor must engage gardeners and other staff with adequate experience of horticulture works, **not construction labour for lawn/landscape maintenance works.**

The number of field staff for different garden features and operation is specified as per Approved Yardstick of Govt. of India or is based on actual requirement as experienced where Yardstick is not prescribed. The contractor should examine this strength and in case of Disagreement on field staff strength, he should make submission with valid reasons well before the submission of tender documents or along with the tenders for consideration of the Engineer-in-charge whose decision shall be final.

The contractor shall have to engage the minimum agreed staff all the times. Due to exigencies or otherwise, if some additional staff is required to be deployed no additional payment will be made to the contractor if the works are to be carried out within the maintained area, and within the scope of work.

The contractor shall maintain attendance and other records of the manpower engaged by him required under the rules and must observe all the formalities required under the labour act.

The garden staff wear uniform / dresses of approved design and colour during the working hours.

The normal working hours will be 8 hours a day from 9.00 AM to 5.00 PM with 1 hour lunch break from 1.00 PM to 2.00 PM, subject to staggering of duty hours as per actual requirements.

During Sundays and other holidays, the contractor must deploy essential staff to ensure minimum maintenance.

For the exigencies, contractors shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.

7. IRRIGATION :

The contractor shall be responsible for the daily watering of the lawn / landscape areas, at his cost for labour and material (like Hose pipes, hydrant Keys etc.)

The contractor shall be responsible for the adequate watering of the lawn / landscape areas.

The contractor shall be responsible for washing / spraying with water of trees, shrubs and other plants as and when directed to do so.

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8. MANURING AND FERTILIZATION & SPREADING OF GOOD EARTH :

The contractor shall do the required manuring and three application (November to February) of fertilization and spreading of good earth. The labour involved in manuring and fertilizing shall be borne by him. The cost of fertilizer / manure and good earth will be paid separately / will be provided by the department.

9. PLANT PROTECTION :

Periodic checks are to be carried out for pests and diseases. In the event of infestation, prompt spraying of appropriate pesticides, fungicides etc. will be required for the eradication of the same.

Spraying is to be handled by Trained staff in this field. The contractor shall be held fully responsible for any damage caused to garden features by application of wrong chemicals.

The contractor shall be held responsible for any mishap or injury to the staff handling insecticides and fungicides etc.

The required insecticides, fungicides, chemicals etc. shall be supplied by the Department and the other operations in regard of the plant protection shall be carried out by the contractor.

10. LAWN MOWING AND SWEEPING :

1. Lawn should be mowed at regular intervals and grass should not be allowed to over grown under any circumstances. The frequency of lawn mowing in the following orders is to be observed except in case of unavoidable circumstances. Trimming of grass, hedge and mowing margins with the help of garden sword / hedge sheer / edge sheer / khurpa etc. should be done immediately after mowing.

2. Removal and disposal of all garden refuse, dry branches etc. and machine cut grass to an appropriate dumping area as specified by the department.

11. PRUNING AND TRAINING:

Clipping and training of hedges, edges minimum once a fortnight and trimming shrubs, Trees Creepers, Bougainvilleas and other standard at regular intervals is to done.

Stacking of plants, wherever required and stacks and supports will be adjusted from time to time. This also requires replacement of damaged trees belts / trees ties by the contractor.

Pruning, Cutting and Clipping, Deadwoods, Water sprouts, Suckers shall be removed, hedges and other standard required to achieve formal and geometric shape shall be so clipped.

Regular cutting back of certain types of plants to encourage proper growth, Pruning is to be done in such a manner as not too much change their natural and normal shape.

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Standard should be so trained that thePage 39ent a uniform shape.

12. CULTIVATION & WEEDING:

Regular minor weeding of lawns, cutting of edges of lawns, ground covers and flower beds, making basins of trees and shrubs pits and hoeing is to be done. The garden is to be kept free from weeds of alien plants. This operation must be carried out at frequent intervals through out the year, to keep the garden neat and tidy all the year round.

13. FLOWERS AND PLANT MATERIAL:

The flowers beds are to be maintained by planting winter and summer seasonal flowers. This includes preparation of flowers beds, submission of planting schemes at least three months in advance of planting indicating the varieties / colours planting beds and proper care. The department will provide all the required seeds and seedlings. In spite of that contractor must raise the seedlings in nursery as far as possible. The contractor will prepare the planting schemes for full year. The adequate number of seedlings to be planted. The contractor will make any damage to the seedlings / flowers good. In case, department is to plant / supply seedlings or flower pots when the contractor fails to comply with instructions promptly or is otherwise unable, the necessary recovery shall be made from the contractor.

The seeds & seedlings shall be supplied by the Department, planting and contractor should do other care & maintenance. However, any loss, damage to the seedlings due to the negligence of the contractor shall be made good by him. **However, 10% extra seedlings shall be provided by the Department for normal mortalities.**

The flowers beds should be thoroughly dug and prepared at least 3 to 4 weeks before actual plantation.

14. REPAIR AND REPLACEMENT:

The contractor shall carry out all minor repairs to garden features damaged due to digging in the area negligent handling by the staff, excessive erosion caused by watering/rains and all replacements of plants that die during the period of maintenance or those that are unhealthy, unsightly or of impaired condition, to be made as soon as practicable after damage is evident. Any replacement substitution suggested by the department shall be done by removal of existing plant material etc. making pits for new ones and actual planting, but the department will supply the plants.

The cost of garden features, plant material etc. due to natural calamities shall be borne by the department, however, labour required for these purposes shall be arranged by the contractor.

15. PERCAUTIONARY MEASURES:

The contractor must take all necessary precautions for carrying out the above operations. In the event of any injury / accident to any person(s) damage to government or private properties, the responsibility and liability will be entirely on the contractor.

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16. CERTIFICATE OF WORK DONE, PAYMENT AND PENALTIES:

All payment to the contractor shall be based on the monthly invoices / bills submitted by the A.D (H) & S.O (H).

In case the contractor fails to carry out the instructions, **the cost of work not done will be deducted from the monthly bills of the contractor as proposed by the A.D (H) & S.O (H) and decided by the Officer-in-charge, which may be double the cost of actual procurement cost or as decided by the Officer-in-Charge.**

17. QUANTITY OF WORK.

The quantity of work may be increased or decreased by the competent authority and the contractor shall be bound to execute the work on the quoted rates.

18. RATES:

The rates should be inclusive of all expenses such **as wages, cutting of hedge, mowing of lawn, application of fertilizers, insecticides and pesticides and carriage of Hort. Rubbish generated during the whole day operation.**

19. TOOLS AND PLANTS / AGRICULTURAL MACHINERY:

All the tools & plants / agricultural machinery required for the proper maintenance of the lawn / landscape works is to be arranged by the contractor including Hose pipes & Manual or power Driven Lawn Mowers, manually operated Sprayers etc. 1 No. lawn mower is necessary for the site and its running and repair cost to be met by the contractor.

Deputy Director (Hort)
HD, CPWD, Bangalore

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 08.12.2023

Subject: Modifications in Conditions of Contract, Clause 5 and schedule F in clause 5 of GCC 2023 Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance works.

Existing Provision	Modified Provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xvii) (xviii) No provision	**CONDITIONS OF CONTRACT** **Definitions** 2. No change:- (i) to (xvii) No Change **(xviii) Concurrent delay: Concurrent delays are those delays occurring in the work concurrently in any combination or combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.**
Clause 5 Time and Extension for Delay The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedyavailable in law.	**Clause 5 Time and Extension for Delay** The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid **and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then** the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to

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	any other right or remedy available in law. **The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.**
5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of	5.1 **The contractor** as soon as possible but within 7 (seven) days of **issue of letter of** award of work **shall submit a time and progress chart to the Engineer-in-Charge. Such chart shall be made in due** consideration of
a. Schedule of handing over of site asspecified in the Schedule 'F' b. Schedule of issue of designs as specified in the Schedule 'F'.	a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of design(s) **and drawing(s)** as specified in the Schedule 'F'.
i. the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.	i. The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) days **of receipt of such chart, make modifications thereafter,** if **any,** and communicate the approved **chart** to the contractor, failing which the **chart** submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.
ii. In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.	ii. In case of non-submission of **time and progress chart** by the contractor, the **chart prepared by the** Engineer-in- Charge shall be deemed to be final.

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iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.	iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.
iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report	iv. The contractor shall submit the Time and Progress Chart **containing upto date progress of work** using the mutually agreed software or in **the** format decided by Engineer-in-Charge. **Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from running account bill without any notice in this regard.**
v. **No provision**	v. **While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories :** **a) delays due to reasons beyond the control of both parties (sub-clause 5.2)** **b) delays attributable to the Department and concurrent delays (sub-clause 5.3).** **c) delays solely attributable to the contractor (sub-clause 5.5)**
5.2 If the work(s) be delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in	**5.2 Delays due to reasons beyond the control of both parties:** If the work(s) delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in

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executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control	executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.
Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.	Then upon the happening of any such event causing delay, the contractor shall **within 03 (three) days** give **online** notice thereof **through ERP Portal** to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work(s). **The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through ERP portal.** **The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s)** **In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.** **The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.** **The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice.** **In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five)**

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	days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.	**No change.**
5.3 In case the work is hindered in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.	**5.3 Delays attributable to the department** In case the work is hindered, in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, **then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give online notice there of through ERP Portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work.** **The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP portal.** **The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).** **In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.** **The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.**

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(EE (Contact)

	The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. **In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.**
Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.	Such extension of time or rescheduling of milestone**(s)** shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and **shall have** no **claim of** damages.
5.4 Request for rescheduling of Mile stones or extension of time, to be eligible forconsideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix - XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.	5.4 **Rescheduling of milestone(s) and 'extended date of completion'** The request for rescheduling of Milestone**(s) and** extension of time, shall be made by the Contractor **through ERP Portal once in a month on the basis of hindrances accepted by Engineer-in-Charge under sub-clause 5.2 and sub-clause 5.3.** The Contractor shall indicate in such a request **number of days** by which rescheduling of milestone**(s) and**/or extension of time is desired.
With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution	**Deleted**

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of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.	
No provision	**The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub-clauses 5.2, 5.3 and 5.5.** **The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.**
5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones.	5.4.1 **Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).**
E-in-C shall finalize/ reschedule a particular mile stone before taking an	**Engineer-in-Charge** shall finalize/ reschedule a particular mile stone

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action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.	before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 **(twenty one)** days of the date of receipt of such request from the Contractor **on ERP Portal.**
5.5 In case the work is delayed by any reasons, in the opinion of the Engineer- in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.	5.5 **Delays attributable solely to the contractor** **In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay in the ERP portal. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding.** **The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract.** **In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of**

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	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) **SCHEDULE 'F'** **Clause 5** **Authority to decide:**	**PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)** **SCHEDULE 'F'** **Clause 5**
i. Extension of time ..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	i. **Authority to convey the decision of shifting of milestone and** extension of time ..... (Engineer-in-Charge or Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be)
ii. Rescheduling of mile stones ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)	ii. **Authority to decide rescheduling of milestone and** extension of time ..... (SE/**SE&PD/ CE/ CE&ED).**
iii. Shifting of date of start in case of delay in handing over of site ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	iii. Shifting of date of start in case of delay in handing over of site ..... (SE/**SE&PD/CE/ CE&ED).**

This OM is applicable for all NITs uploaded after date of issue of this OM.

This is issued with the approval of DG CPWD.

08.12.2023

(वी. पी.साहू)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance e-file 9161772

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

11.12.2023

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 18.12.2023**

Subject: Modifications in Conditions of Contract, Clause 12 and Schedule E and F of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 Maintenance Works:

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (x)(a)	**CONDITIONS OF CONTRACT** **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (x) (a) **No change**
(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.	(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued **previous day of the last date of submission of the tender.**
(xi) to (xv)	**(xi) to (xv) No change**
(xvi) No provision	**(xvi) Extra items** are those items which are not available in the contract. a. **Non Schedule Extra Items** are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. **Scheduled Extra Items** are those items which are available in the Standard Schedule of Rates specified in Schedule F.
(xvii) No provision	**(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation amount admissible as per agreement etc.**

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(xviii) No provision	**(xviii) Maintenance work:** Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition/ alteration, annual repair, comprehensive maintenance work etc.
Clause 12 Deviations/ Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.	**Clause 12 Deviations/ Variations Extent and Pricing** **No change**
The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0	**The completion cost shall, in no case, exceed 1.5 times the contract amount.** **Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.**

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times of contract amount with recorded reasons and take suitable corrective action.	**Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.**
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	12.1 The time for completion of the works shall, in the event of any deviation**(s) and extra item(s)** resulting in additional cost over the **contract amount will** be extended, if requested by the contractor, as follows : (i) In the proportion **to** the additional cost of work, bears to the original **contract amount** plus (ii) 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing **Extra items are those which are not available in the contract.** For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the	**12.2 Deviation, Extra Items and Pricing** **Deleted** **Deleted**

R.K. JAIN 4653
(EE (Contact)

I,O,C: NIL

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estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.	
In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable),	**(a) Non Schedule Extra Item(s)** - The contractor, **shall** within fifteen days of the receipt of order **to execute extra item(s)** or occurrence of the item(s), submit **analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.** **The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in** manufacturer's specification. **Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s).** **The rate of extra item will be** **i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.** **ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.**
failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.	Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

R.K. JAIN
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I,O,C: NIL

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Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Where the contractor submits **analysis of rate(s) of extra item(s)** in the manner prescribed above, the Engineer-in-Charge shall, within **60** days of the receipt of the **analysis of rate**, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) **of extra item(s)**. The contractor shall be paid in accordance with the rate(s) so determined. **However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F.** **The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).**
(b) No Provision	**(b) Scheduled Extra Items** **i. For percentage rate tender, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.** **ii. For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).**

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The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.
12.3 Deviation, Deviated Quantities, Pricing **All the deviated quantities shall be paid at agreement rates**	**12.3 No change**
12.4 The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	**12.4 No Change**
12.5 No provision	**12.5 Cost index** **Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rate(s) of extra item(s).**
12.6 No provision	**12.6 Labour rates** **Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.**
PROFORMA OF SCHEDULES **(Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)** **SCHEDULE 'E'** Reference to General Conditions of Contract	**PROFORMA OF SCHEDULES** **(Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)** **SCHEDULE 'E'** Reference to General Conditions of Contract : **(GCC EPC Projects 2022/ GCC Maintenance Works 2023/ GCC Construction Works 2023)**

R.K. JAIN 4.2023
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	Applicable GCC is ..... as modified & corrected upto previous day of the last date of submission of the tender. **(NIT approving authority to mention one GCC in the space provided above)**
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Officer inviting tender ..... Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below	**SCHEDULE 'F'** GENERAL RULES & DIRECTIONS: **No Change** **Deleted**
9 (ii) Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	9(ii) Standard CPWD contract Form **General Conditions of Contract Maintenance Works 2023,** CPWD Form 7/ 8 as modified & corrected upto **previous day of the last date of submission of the tender.**
Clause 12 12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	**Clause 12** **Deleted**

This issues with the approval of DG CPWD.

18.12.2023
(वी. पी.साहू)
अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9163323

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

R.K. JAIN
(EE (Contact)

I,O,C: NIL

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/04

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 08.02.2024**

Subject: Modifications in Conditions of Contract and Clause 19 of GCC 2023 for Maintenance Works

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

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	**CONDITIONS OF CONTRACT** **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
(i) to (xix)	**(i) to (xix) No change**
(xx) No provision	**(xx) Adolescent Person: A person who has completed his/her fourteenth year of age but has not completed his eighteenth year.**
(xxi) No provision	**(xxi) Hazardous works: Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.**
Clause 19 Labour Laws to be complied by the Contractor	**Clause 19 Labour Laws to be complied by the Contractor**
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.	**No change**
The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.	**No change**
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	**No change**

I,O,C: NIL

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The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, **amended by Amendment Act No. 35 of 2016 and thereafter time to time.** **No change** **No change**
Clause 19A No labour below the age of eighteen years shall be employed on the work.	Clause 19A No **person** below the age of **fourteen** years shall be employed on the work. **However Adolescent Persons can be employed on non-hazardous works/process.**
C.P.W.D. Contractor's Labour Regulations **2. DEFINITIONS** i. (c) Who is an out worker, that is to say, person to whom any article or materials are ..... premises under the control and management of the principal employer. No person below the age of 18 years shall be employed to act as a workman.	**C.P.W.D. Contractor's Labour Regulations** **2. DEFINITIONS** i. (c) No change. No person below the age of **fourteen** years shall be employed **on the work. However Adolescent Persons can be employed on non-hazardous works/process.**

This issues with the approval of DG CPWD.

05.12.2024

(वी. पी.साहू)
अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2024/Maintenance e-file 9169019

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

I,O,C: NIL

DDH

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/05
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD 01.03.2024

NIRMAN BHAWAN, NEW DELHI Dated: ~~20.02.2024~~

Subject: Modifications in Conditions of Contract, Clause 19 and 20 of GCC 2023 for Maintenance Works

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

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 9. **Signing of Contract:-** The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:- (i) to (iii) No Provision	**CONDITIONS OF CONTRACT** **Definitions** 9. **Signing of Contract:-** The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:- (i) to (iii) No change **In the event of successful tenderer being a firm/company, then the agreement shall be signed by all the partners or directors thereof individually. In the event of the absence of any partner/director, it shall be signed on his behalf by a person holding a power of attorney (duly notarized by notary public or board resolution in case of company) authorizing him to do so.**
Clause 19 B Payment of Wages (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.	**Clause 19 B Payment of Wages** **(i)** The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 **and Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended time to time.**

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(EE (Contact)

I,O,C: NIL

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	Thus higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer .
(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.	**(v)** The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, **Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) and** the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
Clause 20 Minimum Wages Act to be Complied With The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.	**Clause 20 Minimum Wages Act to be Complied With** The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, **Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii)** amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

This issues with the approval of DG CPWD.

01.03.2024
(V.P. Sahu)
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023 e-file no. 9163323

To all the concerned officers of CPWD/PWD for information and necessary action please. (Through CPWD Website)

29/02/2024
R.K. JAIN
(EE (Contact)

I,O,C: NIL

DDH

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/06
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 01.03.2024

Subject: Modifications in Clause 7 of GCC 2023 for Maintenance Works

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

Existing provision	Modified provision
Clause 7 Payment on intermediate certificate to be regarded as Advances No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. ..... calendar month of the measurements recorded upto previous month as per clause 6.	**Clause 7 Payment on intermediate certificate to be regarded as Advances** No change.
The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.	The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.
No provision	**However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in schedule 'F' is achieved. In such case(s) no interest / compensation shall be recoverable from contractor.** **Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).**

This issues with the approval of DG CPWD.

01.03.2024
(V.P. Sahu)
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file no. 9135972

To all the concerned officers of CPWD/PWD for information and necessary action please. (Through CPWD Website)

01/03/2024
R.K. JAIN
(EE (Contact

I,O,C: NIL

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Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/07
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 05.03.2024

Subject: Modifications in Clause 19 of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance Works.

Existing provision	Modified provision
Clause 19 Labour Laws to be complied by the Contractor	**Clause 19 Labour Laws to be complied by the Contractor**
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.	**No change**
The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.	**No change**
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	**No change**
The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.	**No change.**
The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.	**No change**

05/03/2024
R.K. JAIN
(EE (Contact)

I,O,C: NIL

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No provision	**The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.**
Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	Any failure to fulfil these requirements shall attract the penal provisions of **the relevant act and in** this contract
Clause 19 M **No Provision**	**Clause 19 M Sexual Harassment of Women at Workplace** **The contractor shall comply with all provision(s) and guideline(s) of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).**

This issues with the approval of DG CPWD.

05.03.2024
(V.P. Sahu)
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023 e-file no. 9163323

To all the concerned officers of CPWD/PWD for information and necessary action please. (Through CPWD Website)

07/03/2024
R.K. JAIN
(EE (Contact)

I,O,C: NIL

DDH

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/08
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated:** 03-06-2024

Subject: Modifications in Clause 36 of GCC 2023 for Maintenance Works

The following amendment is made in the Clause 36 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 36 If relative working in CPWD then the contractor not allowed to tender The contractor shall not be *permitted* to tender for works in the CPWD circle *(Division in case of contractors of Horticulture/Nursery categories)* 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 the *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 *C.P.W.D. or in the Ministry of Housing and 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. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.*	**Clause 36 If relative working in CPWD then the contractor is not allowed to participate in the tendering process** The contractor **(enlisted or non-enlisted in CPWD)** shall not be **allowed** to **participate in the** tender for work(s) in the CPWD **Zone**/circle **/Division/Sub-Division** responsible for award and/**or** execution of contract**(s)** in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the **Chief Engineer** and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working or are subsequently employed by him and who are near relatives to any Officer **working** in the **CPWD**. Any breach of this condition by the contractor would render him liable to be **debarred for a period upto two years from tendering in CPWD as decided by the accepting authority mentioned in Schedule F and his decision will be excepted from clause 25.**
NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.	No change.

This issues with the approval of DG, CPWD.

03.06.2024
(V.P. Sahu)
Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance **e-file 9135972**

All CPWD and PWD officers for information and necessary action. (Through CPWD website)

17/07/2024
R.K. JAIN
EE (Contract)

I,O,C: NIL

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Central Public Works Department

Office Memorandum

No. DG/CON/Maintenance 2023/09

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 03-06-2024

Subject: Additions in 'General Rules and Directions' of GCC 2023 for Maintenance Works

The following additions are made in GCC 2023 for Maintenance Works under 'General Rules and Directions':

Existing provision	Modified provision
General Rules and Directions Sl. No. 1 to 16	**General Rules and Directions** No Change
No Provision	**17. <u>Price Preference to SC/ST individual contractor for item rate/percentage rate tender</u>:** **Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:-** **i. For work(s) upto and equal to an estimated cost of Rs.2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s).** **ii. For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of ½% may be accepted in such cases.** **iii. The price pretence upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor. The above concession shall be allowed only after proper verification of the individual contractor's claim of belonging to SC/ST community.**
Schedule F **No Provision**	**Schedule F** **Price Preference to SC/ST individual contractor is valid upto ..... (date)**

This issues with the approval of DG CPWD.

03.06.2024

(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9163323

All CPWD and PWD officers for information and necessary action.(Through CPWD website)

R.K. JAIN 10/5/2024
EE (Contract)

I,O,C: NIL

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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/10

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 09.10.2024**

Subject: Modifications in Clause 10A of GCC 2023 for Maintenance Works.

The following amendment is made in the Clause 10A of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 10A Materials to be provided by the contractor The contractor shall ..... as specified in Schedule F.	**Clause 10A Materials to be provided by the contractor** **(i)** No Change
No Provision	**(ii) Maintenance of Material at Site (MAS) Register** **(a) MAS register of the key materials including Cement, Steel Bitumen, Paint, Primer, Distemper, Varnishes, Tile Adhesive, Admixture, Anti termite chemical Water proofing compound material and other items as required by Engineer-in-Charge, and shall be maintained as per proforma in Appendix-XX of GCC. All the entries in the MAS registers are made by the designated staff of the contractor and same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-Charge. However, contractor is responsible for maintenance and safe custody of MAS registers.**
(b) No provision	**(b)The self-attested copies of tax paid bill of all the materials entered in the MAS register shall be submitted by the contractor at the time of review by representative of Engineer-in-Charge. In case of any doubt, genuineness of the tax paid bills; it can be verified by the representative of the Engineer-in-Charge or the Engineer-in-Charge, however, onus of genuineness of tax paid bills rest with the contractor.**

09.10.24
R K SINGH
EE(Manual)

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I,O,C: NIL

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Appendix-XX

REGISTER OF MATERIAL AT SITE (MAS)

1. **Division/Sub-division** .....
2. **Name of Work** .....
3. **Name of Article/Item** .....
4. **Estimated Requirements** .....

S. No.	Date of Receipts (Details of Challans/ Bills, Specific location wherePlants and Materials received/ Vehicle No.	Received from/ Issued to	Quantity Received	Date of issue	Specific location where Plants& Materials Displayed / Delivered / issued	Quantity Issued	Balance Quantity	Signature of authorized representative of contractor	Signature of authorized representative of Engineer-in-Charge/ AE/EE/	Remarks
1	2	3	4	5	6	7	8		9	10

This issues with the approval of DG, CPWD.

(दिनेश कुमार उज्जैनिया)
अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/ Maintenance/2024
e-file 9184028 (DFA/9301389)

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

09.10.24
R K SINGH
EE(Manual)

2/2

I,O,C: NIL

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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Mainteance-2023/11

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 29.10.2024

Subject: Modifications in Conditions of Contract, Clause 10A of GCC Maintenance Works 2023.

Following amendments are made in the GCC Maintenance Works 2023 :-

Existing Provision	Modified Provision
Clause 10A: Materials to be provided by the Contractor (i) The contractor shall, ... thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.	**No Change**
The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.	**Field Laboratory:** The contractor shall at his own expense, setup a material testing lab equipped with the testing equipment as specified in schedule F at site for conducting routine field test.
No Provision	**External Laboratory: Letter for submitting sample(s) for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in-Charge of the work along with name(s) of test(s) to be done on the material.** **The contractor shall collect the sample(s) from the site and submit it to the lab; make necessary payment for the testing charges. He will inform on the same day through email to**

29.10.24
R K SINGH
EE(Manual)

I,O,C: NIL

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percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case of any ..... be forfeited. If the revised ..... their tenders. In case all ..... process of the work.	below on estimated cost of tender including all sub sections/sub heads as the case may be **on the revised template which has been sent to them by the Tender Inviting Authority (TIA)**, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. No change

This issues with the approval of DG, CPWD.

(दिनेश कुमार उज्जैनिया)
अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/ Maintenance/2024
e-file 9185053 (DFA/9307326)

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

R K SINGH
EE(Manual)

I,O,C: NIL

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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/13

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 31.01.2025**

Subject: Modifications in Clause 7A of GCC 2023 for Maintenance Works

The following amendments are made in the Clause 7A of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 7A No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.	**Clause 7A** **(a)** No Running Account Bill/**Final Bill** shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge. **(b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payment:-** **1. Details of person employed with date of their employment up to previous month.** **2. Documents of payment made to the employees directly into their bank accounts up to previous month.** **3. Documents of attendance through biometric attendance or other mode up to previous month.** **4. Documents of deposition of EPF and ESI deductions in the employee's accounts up to previous month.** **5. Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month.** **6. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in-Charge.** **(c) In case, any of the documents submitted by the contractor is found false/forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned.**

This issues with the approval of DG, CPWD.

(दिनेश कुमार उज्जैनिया)
अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9184028 (DFA/9313089)
केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

I,O,C: NIL

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PART – C

SCHEDULE OF QUANTITIES

&

PERCENTAGE SCHEDULE

I,O,C: NIL

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SCHEDULE OF QUANTITY

Name of Work : M/o garden area attached to GPRA Mysore during 2026-27.

SH: Complete maintenance of garden features

Sl. No	Description	Qty	Unit	Rate	Amount
1	Complete maintenance of the entire garden features having as per yard stick in the garden area i.e. lawn trees, shrubs, hedge, flower beds, foliages, creepers etc. including hoeing,weeding pruning replacement of plants, gap filling, watering, mowing of lawn, grass cutting by lawn mover and brush cutter , removal of garden waste, applying insecticide, pesticide & fertilizers(whenever required) top dressing of lawn with good earth and manure and maintenance of other garden related works as directed by office-in-charge (Cost of Good Earth, Manure, Fertilizer, Insecticide , Pesticide will be provided by the Department & lawn mover and brush cutter with fuel, other T & P material/articles shall be provided by the contractor.)				
1.1	Lawn area (4004 sqm x 12 months) =48048	48048	Per sqm per mth	5.87	282042.00
2	Complete maintenance of trees (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material / articles shall be provided by the contractor) and as per direction of officer in charge				
2.1	Trees (3-6 years) (33 x12 moths = 396 No)	396	each per month	57.95	22948.00
2.2	Trees (Beyond-8 years) (152 x 12 months=1824 No)	1824	each per month	24.15	44050.00
3	Complete maintenance of shrubs (Out side garden features), jobs like making of basin at regular interval i/c watering, weeding, pruning & application of fertilizer etc, (excluding the cost of material which shall be supplied by the department and other T & P material / articles shall be provided by the contractor) and as per direction of officer in charge				
3.1	Shrubs (2004 x 12 months =24048 No)	24048	each per month	57.95	1393582.00
4	Cutting of Hedge/edge including removing of cut material,cleaning , hoeing of hedge/edge bed watering, manuring & applying insecticides and fungicides etc. (excluding the cost of material which shall be supplied by the department) and as per direction of officer in charge.		per mtr per month		

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4.1	Hedges (2001 rmt x 12 months = 24012 rmt)	24012		10.71	257169.00
				Total	1999791.00
	Assistant Director (Hort) B H S D -II CPWD, Bengaluru		Deputy Director (Hort) H D CPWD, Bengaluru		

I,O,C: NIL

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