सत्यमेव जयते

GOVERNMENT OF INDIA

CENTRAL PUBLIC WORKS DEPARTMENT

TENDER DOCUMENT

FOR

Horticulture work for supply and displaying of potted plants at CPWD, Pokhariput Office Campus, dg. 2026-27.

Issued by

BHUBANESWAR HORTICULTURE SUB- DIVISION-I
CENTRAL PUBLIC WORKS DEPARTMENT
BHUBANESWAR.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

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Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

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GOVERNMENT OF INDIA
BHUBANESWAR HORTICULTURE SUB- DIVISION-I
CENTRAL PUBLIC WORKS DEPARTMENT
BHUBANESWAR.

TENDER DOCUMENT

Name of Work: Horticulture work for supply and displaying of potted plants at CPWD, Pokhariput Office Campus, dg 2026-27.

Estimated Cost	:	**Rs.5,10,124/-**
Earnest Money	:	(To be returned after submission of Performance Guarantee)
Performance Guarantee	:	5% of tendered value
Security Deposit	:	2.5% of tendered Value
Completion Period	:	**02(Two) months**
NIT No.	:	**04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/DD(H)CPWD/2026-2027.**
LAST DATE FOR SUBMISSION OF BID DOCUMENT	:	**Up to (16.00) pm on 10/11/2026.**

***** To be filled in by the ADH**

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

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N.I.T. amounting toRs.5,10,124/- containing of page No. **1 to 47** (excluding the Index page).

APPROVED

Sd/-
Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

The **Assistant Director Horticulture, Bhubaneswar Horticulture Sub-Division-I, C.P.W.D., Bhubaneswar** on behalf of President of India invites online percentage rate tender from approved and eligible contractors of **Horticulture category of CPWD** for the following work(s):

S. No.	NIT NO.	Name of work and location	Estimated cost put to tender	Earnest Money (To be returned after submission of Performance Guarantee)	Stipulated Period of Completion of work (in months)	Last date of online submission of tender, copy of receipt of deposition of original EMD and other documents as specified in the tender document.	Time & date of opening of tender
1	**04/EE/AD(H)/ BHSD-I/BBS/BCD-I/BBS/DD(H)CPWD/2026-2027.**	**Horticulture work for supply and displaying of potted plants at CPWD Pokhariput Office Campus, dg 2026-27.**	**Rs.5,10,124/-**	**Rs. 10,202/-**	**02(Two) Months**	**Up to (16.00) pm on 10/11/2026**	**At (16.30) pm on 10/11/2026**

The enlistment of the contractors should be valid on the last date of submission of tenders.

In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders.

1. The intending tenderer must read the terms and conditions of CPWD-6 carefully. He should only submit his tender if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for tenderer posted on website shall form part of tender document.
3. The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **https://etender.cpwd.gov.in or www.eprocure.gov.in** free of cost.
4. But the tender can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting tenders or division office of any Executive

Engineer, CPWD within the period of tender submission and uploading the

***** To be filled in by the ADH**

5. mandatory scanned documents such **as Insurance Surety Bonds, Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or / and Bank Guarantee (For balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT,** copy of receipt of deposition of original EMD issued from Division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.

6. **The earnest money is accepted only in the forms :-**

   (i) Banker's Cheque of a Commercial Bank.

   (ii) Account Payee Demand Draft of a Commercial Bank.

   (iii) Fixed Deposit Receipt (FDR) of a Commercial Bank.

   (iv) Insurance Surety Bonds.

   (v) Bank Guarantee (for balance amount as prescribed) from a Commercial Bank.

7. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website.

8. The intending tenderer must have valid Class-III digital signature to submit the tender.

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

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

11. Contracto**r** must ensure to quote rate in the prescribed column (5) meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

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

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

13. SC/ST contractors enlisted under class V category are exempted from processing fee.

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

- **Horticulture Enlistment Order of the Contractor of CPWD.**
- Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any Commercial Banks against EMD drawn in favour of Executive Engineer, **Bhubaneswar Central Division-I, CPWD, Bhubaneswar**.
- Copy of receipt of deposition of original EMD issued from Division Office of any Executive Engineer (including NIT issuing EE / AE, CPWD.
- GST Registration Certificate, if already obtained by the bidder.
  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 a/c of the work executed and/or for any action taken by CPWD or GST department in this regard".
- Valid Mobile Number, E- mail address & correspondence address to be uploaded on letter head of the bidder with seal and sign.

Sd/-

Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

CPWD-6 FOR e-Tendering

1. The **Assistant Director Horticulture, Bhubaneswar Horticulture Sub-Division-I, C.P.W.D., Bhubaneswar** on behalf of President of India invites online percentage rate tender from approved and eligible contractors of **Horticulture category of CPWD** for the following work:

   Horticulture work for supply and displaying of potted plants at CPWD Pokhariput Office Campus, dg 2026-27. The enlistment of the contractors should be valid on the last date of submission of tenders.

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

   The work is estimated to cost **Rs.5,10,124/-** This estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful tenderers on prescribed Form No. CPWD 7 (or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Tenderers shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **02 (Two) 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 tender documents.

4. (i) The site for the work is available.*
   OR
   The site for the work shall be made available in parts as mentioned in Schedule 'F'.*

   (ii) The Architectural and Structural drawings for work are available. *
   Or
   The Architectural and 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 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 or www.eprocure.gov.in** free of cost.

*** ADH to strike out whichever is not applicable.**

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

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

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

8. Earnest Money in the form of **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks** (drawn in favour of **Executive Engineer**, **Bhubaneswar Central Division, C.P.W.D., Bhubaneswar)** to Division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified shall be scanned and uploaded to the e-tendering website within the period of tender submission.

The original EMD should be deposited either in the office of Executive Engineer inviting tenders or division office of any Executive Engineer, CPWD within the period of tender submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the tenderer in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

This receipt shall also be uploaded to the e-tendering website by the intending tenderer up to the specified tender submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or ` 20 lac, whichever is less, will have to be deposited in shape prescribed above, and balance can be accepted in form of Bank Guarantee issued by a Commercial Bank having validity for six months or more from the last date of receipt of tenders which is to be scanned and uploaded by the intending tenderers. **The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated tender validity period or immediately after acceptance of the successful tederer, whichever is earlier. However, in case of two / three bid system, earnest money deposit of tenderer unsuccessful during technical bid evaluation etc. should be returned with 30 days of declaration of result of technical bid evaluation. Entry of Demand Draft / Banker's cheque received as earnest money with the tenders is kept in the Tender Opening Register, and these need not be deposited in the Bank except for the lowest tenderer, if required.**

Copy of Enlistment Order and certificate 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 tender submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest tenderer only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority.

Online tender documents submitted by intending tenderers shall be opened only of those tenderers, **whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.**

8A) The agency should be registered in website www.etender.cpwd.gov.in.

The tender submitted shall be opened at **(16.30) PM on (10/11/2026).**

***** To be filled in by the ADH**

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Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

Receipt of deposition of EMD
(Receipt No. ..... / date .....)

Name of work:- **Horticulture work for supply and displaying of potted plants at CPWD Pokhariput Office Campus, dg 2026-27.**

NIT No.:**04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/DD(H)/CPWD/2026-2027.**
Estimated Cost**: Rs.5,10,124/-**

1. Amount of Earnest Money Deposit**:Rs.10,202/-** (To be returned after submission of Performance Guarantee)
2. Last date of submission of tender : Up to **(16.00) pm** on **(10/11/2026)**

(*****)To be filled by EE at the time of issue of NIT and uploaded along with NIT)

1. Name of contractor .....#
2. Amount of original Bank guarantee Earnest Money deposit .....#
3. Date of submission of EMD .....#

Signature, Name and designation of EMD receiving officer
(EE/AE(P)/AE/ADH/AAO) alongwith Office stamp

(#To be filled by EMD receiving EE)

* The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the tenderer and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting EE. The receipt may be issued by the AE (P)/AE/AAO.

* The original EMD receiving Executive Engineer shall release the EMD after verification from the e-Nirmit portal website (https://etender.cpwd.gov.in or www.eprocure.gov.in,>tender free view> advance search> awarded tenders) that the particular contractor is not L-1 tenderer and work is awarded.

9. The tender submitted shall become invalid if:

(i) The tenderer is found ineligible.

(ii) The tenderer does not upload scanned copies of all the documents stipulated in the tender document.

(iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of tender and hard copies as submitted **physically by the lowest tenderer** in the office of tender opening authority.

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

10. The contractor whose tender is accepted will be required to furnish performance guarantee of **5% (Five Percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank (in case guarantee amount is less than ` Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or

Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. **In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the contractor(s) will be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.**

The Contractor whose tender 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.

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11. The description of the work is as follows:

Horticulture work for supply and displaying of potted plants at CPWD Pokhariput Office Campus, dg 2026-27. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer 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 tenderers shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderers implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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

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

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

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

Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

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

17. The tender for the works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bid. If any tenderer withdraws his tender or makes and modification in the terms & condition of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely irrespective of letter of acceptance for the work is issued or not. If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptable for the wok is issued or not. In case of forfeiture of earnest money as mentioned above the bidder shall not be allowed to participate in the rebidding process of the same work.

18. This Notice Inviting Tender shall form a part of the contract document. The successful tenderers/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:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of tender 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.

18. 19. **For Composite Tenders**

18.1.1 The Executive Engineer in charge of the major component will call tenders for the building work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the building tender.

18.1.2 The tender document will include following three components:

Part A:-

CPWD-6, CPWD-7 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2020 (for construction works) as amended/modified up to last date of submission of tender including extension, if any.

Part B:-

General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:-

Schedule A to F for minor component of the work (Competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

18.1.3 The tenderers must associate himself, with agencies as per NIT conditions.

18.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work.

18.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.

18.1.6 Entire work under the scope of building tender including major and all minor components shall be executed under one agreement.

18.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.

18.1.8 The main contractor has to associate agency(s) for specialize component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of relevant component(s).

18.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge of relevant specialized component(s).

The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

18.1.10 The main contractor has to enter into MoU with agencies' (s) associated by him. Copy of such MoU shall be submitted to EE/DDH in charge of each relevant component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into MoU/ agreement with the new contractor associated by him.

18.1.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.

18.1.12A. The building work shall be treated as complete when all the components of the work are complete. The completion certificate of the building work shall be recorded by Engineer-in-Charge of major component after record of completion certificate of all other components.

18.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for building contract.

19. GST and all other tax as applicable, Education Cess, **Odisha** State construction worker's welfare cess etc. shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.

20. 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 ADH (Phone No. 9957117353/7595974350, e-mail ID hortibhu@gmail.com) 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.

Sd/-

Signature of the Assistant Director of Horticulture
For & on behalf of President of India.

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

CPWD-7

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE	Odisha	CIRCLE	----------
BRANCH	B&R	DIVISION	**Bhubaneswr Central Division, C.P.W.D., Bhubaneswar**
ZONE	CE, Bhubaneswar	SUB-DIVISION	BHSD-I

(A) Tender for the work of: **Horticulture work for supply and displaying of potted plants at CPWD, Pokhariput Office Campus, dg 2026-27.**

(i) To be uploaded online by **(16.00) PM on 10/11/2026).**

(ii) To be opened in presence of tenderers who may be present at **(16.30) PM** on **(10/11/2026)** in the office of the Assistant Director(H), Bhubaneswar Horticulture Sub- Division-I, C.P.W.D., Bhubaneswar.

TENDER

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

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **30 (Thirty) days** from the due date of its opening and not to make any modification in its terms and conditions.

A sum of **Rs.10,202/-**is hereby forwarded in **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks** as earnest money.

A copy of earnest money in **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank** is scanned and uploaded.

***** To be filled in by the ADH**

If I/We, fail to furnish the prescribed performance performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely and also **suspend me/us for one year and I/we shall not be eligible to bid for CPWD tenders 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 Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated: Signature of Contractor

Witness: Postal Address

Address:

Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for & on behalf of the President of India for a sum of ` ..... (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 .....

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*** ADH/BHSD-I/CPWD/Bhubhaneswar

PROFORMA OF SCHEDULES

SCHEDULE 'A'
Schedule of quantities **Page No. 45-47**

SCHEDULE 'D'

Extra schedule for specific requirements/document for the work, if any. **As attached in tender form**

SCHEDULE 'E'

Reference to General Conditions of contract	**CPWD Form 7 of General Conditions of Contract for CPWD-20203 (with amendments up to last date receipt of tender including extension, if any)**	
Name of Work: Horticulture work for supply and displaying of potted plants at CPWD, Pokhariput Office Campus, dg 2026-27.		
Estimated cost of the work:	Horticulture Work	**Rs.5,10,124/-**
Earnest money	**Rs.10,202/-** *(to be returned after receipt of Performance Guarantee)*	
Performance Guarantee	***5%*** of the tendered value of the work	
Security Deposit	***2.5%*** of the tendered value of the work	

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender	**Assistant Director of Horticulture, Bhubaneswar Horticulture Sub-Division-I, C.P.W.D., Bhubaneswar.**

Definitions:

2(v)	**Engineer-in-Charge**	**Assistant Director of Horticulture, Bhubaneswar Horticulture Sub-Division-I, C.P.W.D., Bhubaneswar.**
2(viii)	Accepting Authority	**Assistant Director of Horticulture, Bhubaneswar Horticulture Sub-Division-I, C.P.W.D., Bhubaneswar.**
2(x)	Percentage on cost of materials and labour to cover all overheads and profits	**15% Over Head charges and Contractor's Profit on analysis of rates as per CPWD Delhi Analysis of Rates (DAR)**
2(xi)	**Standard Schedule of Rates:**	**CPWD Delhi Schedule of Rates and Specifications (HORTICULTURE& LANDSCAPING), 2025 with Amendments/ correction slips Issued up to date last date of submission of bid& local market rate.**
2(xii)	Department:	Central Public Works Department
9(ii)	Standard CPWD contract Form:	**GCC 2023, C.P.W.D. 7 with correction slips with all modifications issued upto the last date**

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

	of submission of bid.	
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 ii) Maximum allowable extension **with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above**	**7 Days** **3 Days**
Clause 2	Authority for fixing Compensation under Clause 2	**Chief Engineer, Nirman Bhawan Pokhoripat-I, CPWD, Bhubaneswar Or successor thereof**
Clause 5	Number of days from the date of issue of letter of acceptance for reckoning date of start	**10 Days**

Time allowed for execution of work		**02(Two) Months**
Authority to decide		
(i)	Extension of time	**Executive Engineer BCD-I cum Deputy Director, Horticulture, Bhubaneswar.**
(ii)	Rescheduling of mile stone	**Executive Engineer BCD-I cum Deputy Director, Horticulture, Bhubaneswar.**
(iii)	Shifting of date of start in case of delay in handing over of site	**Executive Engineer BCD-I cum Deputy Director, Horticulture, Bhubaneswar.**

PROFORMA OF SCHEDULE Clause 5 Schedule of handing over of site

Part	**Portion of Site**	**Description**	**Time Period for handing over reckoned from date of issue of letter of intent**
Part A	Portion without any hindrance	***	***
Part B	Portions with encumbrances	***	***
Part C	Portions dependent on work of other agencies	***	***
Clause 6	Mode of Measurement: - Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB)		**Computerized Measurement Book (CMB)/ERP Mode**
Clause 7	Gross work to be done together with net payment/Adjustment of advances for material collected, if any, since the last such payment		**As mutually agreed by both parties**

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*** ADH/BHSD-I/CPWD/Bhubhaneswar

	for being eligible to interim payment	
Clause 7A	**Whether Clause 7A shall be applicable**	**Yes**
Clause 8A	**Authority to decide compensation on account if the contractor fails to submit Completion Plans**	**Not Applicable**
Clause 10 B	Whether clause 10-B shall be applicable.	**Not Applicable**
Clause 10 CA	Whether Clause 10 C applicable	**Not Applicable**
Clause 10 CC	Whether Clause 10 CC applicable	**Not Applicable**
Clause 11	**Specification to be followed for execution of work: Horticulture Work**	
	CPWD DSR, Analysis of Rates and Specifications (HORTICULTURE & LANDSCAPING), 2025 with Amendments/correction slips Issued up to date last date of submission of bid.	
Clause 12		
	Authority to decide deviation upto 1.50 times of tendered amount	Not Applicable
12.2 & 12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for **Horticulture work** (such as plants etc. except Good earth and Ground preparation work). All the deviated quantity shall be paid at Agreement rates.	**100%**
12.5	Deviation Limit for items in earth work i.e. Good earth and Ground preparation work including Grassing work.	**100%**
Clause 16	**Competent Authority for Deciding reduced rates:**	Chief Engineer, Nirman Bhawan Pokhoripat, CPWD, Bhubaneswar or successor thereof
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site.	**Lawn Mower (Petrol, Diesel or Electric powered), Secateure, Hedge shears, Khurpa, Garden Rake, Rose-can, Sprayer machines, watering pipes, sprinkler outlets or any other necessary tools required and as desired by Engineer-in-Charge.**
Clause 19C	Authority to decide for each default	**Engineer-in-Charge**
Clause 19D	Authority to decide for each default	**Engineer-in-Charge**
Clause 19G	Authority to decide for each default	**Engineer-in-Charge**
Clause 19K	Compensation to be paid by contractor in case of failure to deploy qualified tradesman	**Not Applicable**

Clause 25

Constitution of Dispute Redressal Committee	**(i)**	**Conciliator : SDG, Kolkata**

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*** ADH/BHSD-I/CPWD/Bhubhaneswar

	(ii) Arbitrator Appointing Authority: Chief Engineer, CPWD, Bhubaneswar. **(iii) Place of Arbitration: HQ of Engineer-in-charge or as decided by the Arbitrator**

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 (Years)	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 32	
						Figures	Words
----------NOT APLICABLE----------							

GENERAL RULES & DIRECTIONS

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted by publication in News papers or posted on website as the case may be.

   This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power holding a power-of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the **Indian Partnership Act, 1952**.

3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.

Applicable for Item Rate Tender only (CPWD - 8)

4. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paisa and considering more than fifty paisa as rupee one.

   In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

   If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be

decided by draw of lots in the presence of CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited. In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Applicable for Percentage Rate Tender only (CPWD - 7)

4A. Applicable for Percentage Rate Tender only (CPWD-7) In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-

I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

4B. In case the lowest tendered amount (estimated cost +/- amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning 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 any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of CE of the zone EE(s) in-charge of major & minor component(s) (also DDH in case Horticulture work is also included in the tender), & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time.

6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.

Applicable for Item Rate Tender only (CPWD - 8)

8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise

proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer **and earnest money deposited shall be forfeited** .

Applicable for percentage Rate Tender only (CPWD - 7)

9. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

Applicable for Percentage Rate Tender only (CPWD - 7)

10. In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee **at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F.** This guarantee shall be in the form **Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee of any Commercial Bank.**

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

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in Charge.

13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of

GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

14. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D. employees related to him.

15. The tender for building work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

16. No labour below the age of 18 years shall be employed on the work.

Sd/-
Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

GENERAL CONDITIONS

1.1 The quoted rates should be inclusive of all the Taxes, Cartage etc. & nothing shall be paid extra except quoted rates.

1.2 The undersigned reserves the right to accept or reject the rates without assigning any reason.

1.3 The undersigned reserves the right to increase or decrease the quantity of work, as per actual requirement at site.

1.4 Time for completion of work is **02(Two) Months**

1.5 The contractor shall be required to deposit an amount equal to 5% of the Tender Value of the works as a Performance Guarantee in the form of an Irrevocable Bank Guarantee bond of any Scheduled bank or State Bank of India in accordance with the prescribed or in cash or in the form of Government Security Fixed deposit receipt etc.

1.6 No T & P shall be given to the contractor

1.7 The rejected materials should be replaced immediately by contractor at his own risk & cost.

1.8 The contractor shall follow the provision of contract labour (Regulation and Abolition Act,1970 and minimum wages Act etc).

1.9 The work shall be carried out as per CPWD Specification and as per direction of Officer –in-charge.

1.10 Irrigation shall be arranged by the Contractor where irrigation water is not available at site of work.

1.11. The contractor should have sound knowledge of Horticulture operation like weeding, hoeing, forking, manuring etc.

1.12 The contractor should have their own garden tools & plants like Brush cutter, Lawn mower, Hedge/ edge cutter, Budding & grafter knife etc.

1.13 No compensation will be payable to the contractor on account of damage or loss of his tools and plants or materials at site of work.

1.14 The contractor shall have to replace the casualty of any plant species as per the agreement.

1.15 The contractor should have **Registration in CPWD Horticulture category**.

1.16 Due to scarcity of fund, payment of work done may be delayed nothing extra shall be paid on account of delayed Payment.

Sd/-

Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

GENERAL TERMS AND CONDITIONS

1 The order of preference in case of any discrepancy as indicated in condition No. 8.1 under "Conditions of Contract" give in standard CPWD contract form may be read as the following:

i) Nomenclature of items as per schedule of quantities.

ii) Particular specification and special condition, if any.

iii) CPWD specifications.

iv) Architectural Drawings

v) Indian standard specifications of B.I.S.

vi) Sound Engineering Practice

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision/amendments as issued by the bureau of Indian standard upto last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

If there are varying or conflicting provisions made in any document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention/interpretation of the tender and his decision shall be final and binding on the contractor.

2 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the "CPWD specifications 2019 Vol. 1 and Vol. 2 (with upto date corrections slips). (Hereinafter to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.

3 The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.

The tenderer shall see the approaches to the site. In case any approach from main road is required by the contractor, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.

4 The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be liable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.

5 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing /

new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.

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

7 Other agencies doing works related with this project may also simultaneously execute their works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work, pipes cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.

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

9 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.

10 The building work shall be carried out in the manner complying in all respects with the requirements of the relevant bylaws and regulations of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-charge and nothing extra shall be paid on this account.

11 The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.

12 If as per local Municipal regulations, huts for labour are not to be erected at the site of work, the contractor shall be required to provide such accommodation at a place as is acceptable to the local body and nothing extra shall be paid on this account.

13 In case of items for which abbreviated nomenclature is not available in the aforesaid publication and also in case of extra and substituted items for which abbreviated nomenclature are not provided for in the agreement, full nomenclature of item shall be reproduced in the measurement books and bill forms for running account bills.

14 For the purpose of recording measurements and preparing running account bills, the abbreviated nomenclature indicated in the publications Abbreviated Nomenclature of Items of DSR 2021 shall be accepted. The abbreviated nomenclature shall be taken to cover all the materials and operations as per the complete nomenclature of the relevant items in the agreement and relevant specifications.

15 For the final bill, however, full nomenclature of all the items shall be adopted in preparing abstract in the measurement books and in the bill forms.

16 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

17 The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy in the item given in the schedule of quantities appended with the tender and Architectural drawings

relating to the relevant item, the former shall prevail unless otherwise given in writing by the Engineer-in-charge.

18 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.

19 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

20 If the work is carried out in more than one shift or during night no claim on this account shall be entertained.

21 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

22 The contractor shall be responsible for the watch and ward/guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.

23 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.

24 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked/collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.

25 Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

26 The materials shall be issued to the contractor at the place of delivery as mentioned in the Schedule-B during the working hours as per the rules of CPWD stores in force from time to time. If these are delivered at any other place, adjustments on accounts of the difference in cost of cartage shall be affected as per the terms of clause 12 of the contract agreement. The contractor shall however have to cart the materials to the site of work at his cost as soon as these are issued.

27 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable godowns, yards at the site of work for storing all materials as to be safe against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose, at his own cost. Materials to be charged directly to work and stipulated for issue free of cost shall also be issued to the contractor as soon as those are

received at site or at the stipulated place of issue. The provision of this para shall apply equally and fully to those as well.

28 The rates for all items of work shall unless clearly specialized otherwise include cost of all labour, material tools and plants and other inputs involved in the execution of the item.

The contractor (s) shall quote all inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned. In the tender documents unless specifically specified otherwise.

Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.

29 **Secured Advances:**

(i) Secured Advances on the security of bonafied materials brought at site shall be made in accordance with the provision of clause 10B(i) of the General Condition of the contract. However, bonafied materials on which secured advance has been given shall be incorporated/incorporation started on the work within 3 months of payment of secured advance. Such secured advance shall be recovered in full from the next payment made to the contractor.

Sd/-

Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

CONDITIONS FOR HORTICULTURE WORK

1. The work shall be carried out as per CPWD yardstick CPWD Specification-2019 Vol.-I & II with up to date correction slip and as per CPWD Horticulture specification.
2. The contractor shall take instruction from the officer –in-charge regarding supply and staking of material at site and execution of work etc. He shall bear all charge for storage and safe custody of materials.
3. All garden rubbish/waste/garbage etc. generated due to any operation from Horticulture work and in lawn area whatsoever shall be disposed off on daily basis by the contractor to the specified common disposal point and nothing extra shall be paid on this account. After the collection of full truck load of the said rubbish/waste/garbage etc. the same shall be disposed off by the contractor to the authorized municipal dhalao/dumping ground, in case of/disposal in the specific period, as penalty Rs. 2000/- (Rupees two thousand only) per day shall be recovered from the contractor.
4. Contractor / agency shall provide proper uniform to the workers with half jacket (fluorescent material), which bears the name of CPWD (Horticulture) prominently design to be got approved from officer-in-charge, nothing shall be paid to the agency on this account.
5. The contractor or his supervisor will regularly meet with the site officer-in-charge for taking the direction.
6. In case of any causality of shrubs, trees or any other plants, during maintenance period, contractor will have replace the trees/shrubs/other plants of the same height and specification at his own risk and cost and nothing extra shall be paid for the same, in this regard recovery of the Rs. 60/- per shrubs, Rs. 250/- per tree, Rs. 200/- for each other foliage/decorative plants and Rs. 100/- per Sqm. For lawn shall be made. The decision of the Dy. Director of Horticulture shall be final and binding in this regard.
7. The rejected and substandard materials should be removed from the site of work immediately; the Department shall not be responsible for any damage / loss of rejected material. If the same will not be removed within five days after issuing notice In writing by Executive Engineer/Deputy Director of Horticulture, then necessary recovery shall be made @ Rs.500/- per day.
8. The staff deployed for horticulture work must have good knowledge about horticulture works operations like hedge cutting, lawn mowing, planting of trees/seedlings, lawn maintenance, potted plants maintenance etc. and supervisor should be well behaved, experienced and qualified to communicate with the clients, occupants, staff and officers.
9. The contractor shall maintain the attendance of staff/labour deployed at site through bio-metric system or authentic proof of attendance; nothing shall be paid to the agency on this account.
10. The contractor shall have registration with EPFO and ESIC for safeguard interest of his workers. The contractor shall make deduction on account of EPF &ESIC to labour/staff deployed by him on the work and will furnish detail of each worker at

division office every month. No payment shall be made without producing proof of submission of ESIC & EPF of every person deployed on this work

11. The material and plant shall be supplied as and when required basis, as per direction of officer-in-charge.
12. All the T&P, related spare parts, its repairing ,fuel and other then T&P items like irrigation pipe hessian cloth, broom etc. required for maintenance shall be arranged by the contractor at his own cost.
13. The Department shall not be responsible for any injury, or death of nay worker at site due to accident during functioning of the equipped or by negligence of the contractor/agency.
14. The contractor will be responsible for police verification of the labour& permission of vehicle deployed for the execution of the work. They have to follow all the security norms/guideline s of the concerned Ministries/Department. A list of workers deployed will have to provide to the Officer-in-charge before starting the work to get the necessary security passes and other security clearance well in advance.
15. All the engaged workers are to be equipped with photo identity cards issued by the contractor and contractor will maintain their particulars (i.e. Name, father's name, Local address and permanent address etc.). A copy of the same will be provided to the Officer-in-charge. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.
16. The attendance register shall be maintained by the contractor. Officer-in-charge can verify this register at any time. This will be submitted with each RA bill along with particulars as mentioned above.
17. In case of any restriction imposed for working in the area by the security agencies or any other authorities during events, contractor shall strictly follow such restriction and nothing extra shall be payable to the contractor on this account.
18. The contractor will have to engage the minimum labour (as per yard stick of the work) not below the age of 18 years.
19. In case of absence from duty by labours, same no. of labours have to be engaged by contractor, else amount shall be recovered @ double of current minimum wages from the each contractor's bill.
20. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
21. Sample of grass may be got approved from the officer-in-charge, in case of regressing/relaying of grass.
22. In order to ensure the suitability of good earth supplied for Horticulture purpose Lab test will be required for every 300 Cum. of good earth supplied.

Sd/-

Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

SPECIAL CONDITIONS

Good Earth:

1. The good earth should be free from rubbish, brick-bats, gravels or any undesired materials and having the pH value in the range of 6 to 8.

2. In order to ensure the suitability of good earth supplied for Horticulture purpose, pH test will be required for every 300 Cum. of good earth supplied.

3. If good earth is rejected due to quality reasons, the same should be removed within 24hrs time by the Contractor at his own risk and cost, failure to do so shall attract penalty of double the amount involved for removing it, which shall be recovered from the bill.

4. The earth shall be stacked at site in stacks not less than 50 Cm high and of volume not less than 3.00 Cum and 15 Cum (after recovery of 20% voids).

Cattle Manure:

1. The manure should be always well rotten and decayed and free from any undesired materials.

2. Source of the cattle manure must be verified by Engineer-in-Charge.

3. The rejected manure must be removed within 24hrs time by the Contractor at his own risk and cost, failure to do so shall attract penalty of double the amount involved for removing it, which shall be recovered from the bill.

Plants :

1. The plants should be full of fresh and healthy foliage.

2. The plants should be free from insect, pest and diseases.

3. Plant should be well developed and healthy.

4. The height of the plants will be measured from top of the pots/root ball.

5. The plants should be well settled, acclimatized and seasoned before supplying at site.

6. The plants should be true to the variety and Variety name should be tagged.

7. Moss stick used should be made on plastic pipe.

8. Moss stick should be straight and properly fixed in the pot.

9. The rejected plants materials should be removed from the site immediately.

10. Moss stick should be covered with the plants in case of plants supplied with moss stick.

11. The Plant should be well established and should have good foliage.

12. Good earth and manure used for filling the pot/poly bag should be free from any inert materials and mixed to proper ratio.

13. Pot/ Poly bag used for filling the plants should be of proper size.

14. There should be proper drainage in pots for plants.

15. The flowering plants should also have proper flowering and should be true to the variety.

16. All plant should have the tendency of growth and should not be stunted or de-shaped.

17. There should be no stagnation of water in the pots.

18. Plant should not have any physiological disorder.

19. Tips of the Plants should have intact, there should not be any damages etc.

20. In case of flowering pots flower should be on bud stage/semi bloom stage.

21. In case of potted plant pots should have uniformity/same size and quality.

22. Plants of bigger height should be properly supported/stacked by bamboo stick.

23. Pots/Polybags soil should not be infectious and plant should be free from all kind of diseases.

24. Bulbs, seeds, seedling, suckers should properly treated with fungicides before supply.

25. During execution of work if any casualties of plant occur, the same shall have to be replaced by the same specified species.

All the quantities of plants mentioned in Schedule of Quantities is for estimated purpose only, hence, actual quantities of plants shall be finalized only after feasibility of actual requirements at site or as decided by officer-in-charge.

Sd/-

Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

On non-judicial stamp paper of minimum Rs. 100

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)
Form of Bank Guarantee for Earnest Money Deposit/Performance Guarantee/Security Deposit/Mobilization Advance

1. Whereas the Executive Engineer ..... (name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government") has invited a bids under ..... (NIT Number)..... dated.....for (name of the work) ..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. ..... (Rupees ..... only) valid upto ..... (date)*..... as Earnest Money Deposit from..... (name and address of contractor).....(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer.....(name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government" has entered into an agreement bearing number.....with.....(name and address of the contractor).....(hereinafter called "The Contractor") for execution of work.....(name of work)..... The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. ..... (Rupees .....only) valid upto ..... (date)..... As **Performance Guarantee/Security Deposit/Mobilization Advance** from the said contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, ... (indicate the name of the bank) ..... (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs ..... (Rupees ..... only) on demand by the Government within 10 days of the demand.

3. We, ... (indicate the name of the Bank) ....., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ..... (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 rerating 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. with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date .....

Witnesses:

1. Signature .....
   Name and address

   Authorized signatory
   Name
   Designation
   Staff code no.

2. Signature .....
   Name and address

   Bank seal

*Date to be worked out on the basis of validity period of 9990 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.

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

1. Whereas the Executive Engineer ..... (Name of division) ....., CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under.....(NIT Number).....dated.....for.....(Name of the work).....The government has further agreed to accept irrevocable Bank Guarantee for Rs. .....(Rupees.....Only).....valid up to...(date).....as **earnest money deposit** from.....(Name and address of the contractor).....(hereinafter called "The contractor") for compliance of his obligation in accordance with terms and conditions of the said NIT.

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 rerating 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. 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:

3. Signature .....
   Name and address

   Authorized signatory
   Name
   Designation
   Staff code no.

4. Signature .....
   Name and address

   Bank seal

Receipt of Earnest Money

Receipt of deposition of original EMD (Receipt No.-...../date:-.....)

1. Name of work:- **Horticulture work for supply and displaying of potted plants at CPWD Pokhariput Office Campus, dg 2026-27.**

2. NIT No:- **04/EE/AD(H)/BHSD/BBS/BCD-I/BBS /DD(H)/CPWD/2026-2027.**
3. Estimated Cost:- **Rs.5,10,124/-**
4. Amount of earnest Money Deposit**:- Rs.10,202/-**To be returned after submission of Performance Guarantee
5. Last date of submission of tender:- Upto **(16:00) PM** on **(10/11/2026).**

(*** To be filled by NIT approving authority/EE at the time of issue of NIT and uploaded alongwith NIT)

1. Name of Contractor:-.....
2. Form of EMD:-.....
3. Amount of earnest Money Deposit:-.....
4. Date of submission of EMD:-.....

Signature, Name and Designation of EMD
Receiving officer (EE/ADH/AE(P)/AE/AAO)
Along with Office stamp

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No.** **04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*****
ADH/BHSD-I/CPWD/Bhubhaneswar

APPENDIX – XVII

Reference of Dispute and amount claimed for each dispute to the conciliator

[Refer Clause 25]

To The ADG/SDG

..... (Zone or Region)

.....

Subject: Reference of Dispute and amount claimed for each dispute to the conciliator for settlement of disputes relating to agreement No.....

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/we hereby refer my/our dispute to you for settlement in your capacity as conciliator.

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/company
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Stipulated Date of start of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of claim made to Engineer-in-charge.
17. Date of receipt of decision from Engineer-in-charge.

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the statement of claims with amount of each claim.

Yours faithfully,

.....

(Signature of applicant)

(Only the person/authourity who signed the contract should sign here)

Copy to:

1. The Chief Engineer.....
2. The Executive Engineer.....Division

APPENDIX – XVIII

Notice for appointment of Arbitrator

[Refer Clause 25]

To

The Chief Engineer/Superintending Engineer

..... (Zone or Region)

.....

Subject: Notice for appointment of arbitrator for adjudication of disputes relating to agreement No…….

Dear Sir,

In terms of clause 25 of the aforesaid agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for adjudication of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Company.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount
7. Date of contract
8. Stipulated Date of start of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of reference made to SDG/ADG for conciliation, if applicable.
17. Date of termination of Conciliation proceedings.
18. I/We hereby give consent for appointment of Arbitrator of MOHUA. Waiver agreement as per Appendix-XIX is enclosed.

    Or

    I/We do not give consent for appointment of Arbitrator of MOHUA.

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose the following documents.

a) Statement of claims with amount of each claim.

b) Agreement of waiver of section 12(5) of the Arbitration and conciliation Act 1996 in Appendix-XIX.

16. Date of appeal to you

Yours faithfully,

.....

(Signature of the applicant)

(Only the person/authority who signed the contract should sign here)

Copy in duplicate to:

The Executive Engineer,

..... Division

Correction ---- Nil Insertion ---- Nil
Omission ---- Nil Overwriting ---- Nil **[NIT No. 04/EE/AD(H)/BHSD-I/BBS/BCD-I/BBS/ DD(H)CPWD/2026-2027.*** ADH/BHSD-I/CPWD/Bhubhaneswar

APPENDIX – XIX

Agreement towards waiver of section 12(5) of Arbitration & Conciliation Act 1996

[Refer Clause 25]

1. Whereas certain disputes have arisen between M/s ……(Claimants) and M/s……..(Respondents) relating to agreement No……..

2. And whereas the parties are aware that Shri……..is on the cadre of CPWD, presently on deputation as Arbitrator, Ministry of Housing and Urban Affairs, Govt. of India.

3. I/We agree for the appointment of Shri……..as the sole Arbitrator for adjudication of the disputes, and we hereby waive the applicability of section 12(5) of the Arbitration & Conciliation Act, 1996.

Date……..

Yours faithfully,

…….

(Signature of the applicant)

(Only the person/authority who signed the contract should sign here)

(The name of the Arbitrator, Ministry of Housing and Urban Affairs, Government of India may be enquired from the Engineer-in-charge, if required)

Schedule of Quantity

N/W	**Horticulture work for supply and displaying of potted plants at CPWD, Pokhariput Office Campus, dg 2026-27.**						
	Estimate ID : Supply of potted plants at pokahariput office						
SLNo	**Description**	**Qty**	**Unit**	**Rate**	**Amount**	**DSR No.**	
1	Foliage and Shade Loving Plants					3	
1.1	Providing, stacking and Displaying Aglaonema Parrot Jungle plant (three in one), having ht. 30 cm and above with 20 to 25 leaves, well developed, fresh & healthy in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	74.05	3703.00	3.1	SR
1.2	Providing, stacking and Displaying Aglaonema Snow White hybrid plant (three in one), having ht. 30 cm & above with 6 to 8 leaves, bright colour, well developed, fresh and healthy in 25 cm size of Earthen pot / Plastic pot (Specimen Plant) and as per direction of the officer-in-charge.	50	Each	240.60	12030.00	3.4	SR
1.3	Providing, stacking and Displaying Areca Palm having ht. 1.80 m to 2.10 m with 8 to 10 suckers, well developed, fresh and healthy with lush green foliage in 30 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	382.50	19125.00	3.17	SR
1.4	Providing, stacking and Displaying Croton Golden specimen having ht. 90 cm to 105 cm with 5 to 6 branches, well developed, fresh and healthy foliage in 30 cm size of Earthen pot /Plastic pot and as per direction of the officer-in-charge.	50	Each	185.05	9253.00	3.28	SR
1.5	Providing, stacking and Displaying Croton Petra Bangalore (Specimen) variety having ht. 60 cm to 75 cm with 4 to 6 branches, well developed, fresh & healthy foliage approximately 60-65 leaves in 30 cm size of Earthen pot/ Plastic pot and as per direction of the officer-in-charge.	50	Each	555.20	27760.00	3.34	SR
1.6	Providing, stacking and Displaying Dieffenbachia Maculata having ht. 45 cm to 60 cm with 5 and above leaves, well developed, fresh and healthy & attractive variegated foliage in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	160.40	8020.00	3.37	SR
1.7	Providing, stacking and Displaying Dracaena 'Song of India' specimen plant (three in one), having ht. 60 cm & above, well developed, fresh and healthy with good foliage in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	148.05	7403.00	3.39	SR
1.8	Providing, stacking and Displaying Monestaria plant mounted on moss stick 90 cm ht., 2 to 3 plant in one pot well developed with fresh & healthy foliage in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	222.10	11105.00	3.51	SR
1.9	Providing, stacking and Displaying Money Plant Golden leaves mounted on moss stick 90cm ht., having 3 plants at equal distance, well developed with full of fresh, shinning and healthy leaves from bottom to top in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in- charge.	50	Each	209.75	10488.00	3.54	SR
1.1	Providing, stacking and Displaying Philodendron Oxicodium Golden Colour Mounted on moss stick 1.20 m ht., having 3 to 4 plants placed at equal distance, well developed with full of fresh & healthy leaves in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in- charge.	50	Each	246.75	12338.00	3.6	SR
1.11	Providing, stacking and Displaying Philodendron Selloum having ht. 45 cm to 60 cm with 12 to 16 leaves, well developed, fresh and healthy foliage in 30 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	234.40	11720.00	3.63	SR
1.12	Providing, stacking and Displaying Philodendron Ceylon gold having ht. 30 cm to 45 cm with 8 to10 leaves, well developed, fresh & healthy bright colour leaves in 15 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	197.40	9870.00	3.64	SR
1.13	Providing, stacking and Displaying Philodendron Xanadu having 15 to 20 leaves, well developed with full of fresh & healthy leaves in 25 cm size of Earthen pot / Plastic pot and as per direction of the officer-in- charge.	50	Each	199.90	9995.00	3.65	SR

1.14	Providing, stacking and Displaying Rhapis Palm specimen having ht. 1.50 m to 1.65 m with 40 to 50 lush green suckers, well developed, fresh & healthy foliage leaves in 40 cm size Pot / Challi / Tray and as per direction of the officer-in-charge.	80	Each	598.40	47872.00	3.71	SR
1.15	Providing, stacking and Displaying Seaforthia Palm having ht. 1.50 m to 1.80 m with 12-15 suckers, well developed, fresh and healthy lush green leaves from bottom to top in 30 cm size of Earthen pot / Plastic pot and as per direction of the officer-in-charge.	50	Each	555.20	27760.00	3.74	SR
1.16	Providing, stacking and Displaying Aglaonema Ice plant ht. 25 cm having 10 to 12 fresh, healthy and attractive colourful leaves, well developed in 25 cm size Earthen pot/Plastic pot and as per direction of the officer-in- charge.	50	Each	207.30	10365.00	3.83	SR
1.17	Providing, stacking and Displaying Aglaonema sam plant, ht.30 cm well developed three in one, having 18 to 20 fresh, healthy and attractive colourful leaves in 25 cm size Earthen/Plastic pot and as per direction of the officer-in-charge.	50	Each	222.10	11105.00	3.84	SR
1.18	Providing, stacking and Displaying Rubber plant variegated, well developed, having 45 to 60 cm ht. with fresh, healthy and attractive colourful leaves in 20 cm size Earthen pot/Plastic pot and as per direction of the officer-in-charge.	20	Each	148.05	2961.00	3.9	SR
1.19	Providing, stacking and Displaying Spathiphyllum (peace lilly), having 15 cm to 25 cm ht. blooming stage with fresh & healthy foliage well developed in 15 cm of Earthen pot/plastic pot and as per direction of the officer-in-charge.	50	Each	101.15	5058.00	3.92	SR
1.2	Providing, stacking and Displaying Aglaonema Catherine having ht. 20 cm and above well developed, fresh & healthy 12 & more attractive leaves in 16 cm to 20 cm Ceramic pot and as per direction of the officer- in-charge.	15	Each	394.80	5922.00	3.95	SR
1.21	Providing, stacking and Displaying Areca Palm (dwarf) having ht. 90 cm to 105 cm with 45 to 50 suckers well developed fresh and healthy with lush green foliage in 30 cm Earthen /Plastic pot and as per direction of the officer-in-charge.	50	Each	512.05	25603.00	3.101	SR
1.22	Providing, stacking and Displaying Money plant (Golden or Variegated or Green) with fresh & healthy full of foliage well developed in 12 cm to 15 cm Ceramic pot and as per direction of the officer-in-charge.	20	Each	246.75	4935.00	3.105	SR
1.23	Providing, stacking and Displaying Radermachera plant having 150 cm and above height well developed, multibranched with fresh and healthy bottom to top full of lush green foliage in 35 cm Cement pot/ plastic pot and as per direction of the officer-in-charge.	50	Each	555.20	27760.00	3.11	SR
1.24	Providing, stacking and Displaying Sansevieria dwarf having height 15 cm and above with fresh & healthy leaves well developed in 12 cm to 15 cm Ceramic pot and as per direction of the officer-in-charge.	20	Each	246.75	4935.00	3.111	SR
1.25	Providing, stacking and Displaying Sansevieria variegated having height 30 cm and above with fresh & healthy foliage 8 and more leaves well developed in 16 cm to 20 cm Ceramic pot and as per direction of the officer-in-charge.	20	Each	308.45	6169.00	3.112	SR
1.26	Providing, stacking and Displaying Spathiphyllum (peace lilly) having ht. 25 cm and above, blooming stage with fresh & healthy foliage, well developed in 16 cm to 20 cm Ceramic pot and as per direction of the officer-in-charge.	20	Each	320.80	6416.00	3.114	SR
1.27	Providing, stacking and Displaying Zanzibar Gem having height 20 cm and above with fresh & healthy leaves 12 and more well developed in 16 cm to 20 cm Ceramic pot and as per direction of the officer-in-charge.	20	Each	401.00	8020.00	3.116	SR
	Sub-Total				347691.00		
2	Ornamental Plants					5	
2.1	Providing, stacking and Displaying Ficus reginold Topiary well developed with fresh & healthy 6 to 7 big ball specific size 210 cm to 240 cm ht plant in 45 cm Cement Pot/ Plastic Pot and as per direction of the officer-in-charge.	10	Each	2159.15	21592.00	5.27	SR

2.2	Providing, stacking and Displaying Topiary plant of Ficus Nuda well developed with fresh & healthy foliage from Top to Bottom with single piller 75 cm to 90 cm spread, 195 cm to 210 cm ht. plant in 35 cm Cement Tray /Cement Pot/ Plastic Pot and as per direction of the officer-in-charge.	10	Each	1357.20	13572.00	5.39	SR
2.3	Providing, stacking and Displaying Topiary plant of Ficus Panda well developed with fresh & healthy foliage with 3 to 4 Ball and 60 cm to 75 cm spread each Ball, 135 cm to 150 cm ht. plant, in 35 cm Cement Tray /Cement Pot/ Plastic Pot and as per direction of the officer-in- charge.	10	Each	1233.80	12338.00	5.4	SR
2.4	Providing, stacking and Displaying Leucophyllum Frutescens well developed fresh & healthy foliage 45 cm to 60 cm ht. bushy plant in 30 cm Earthen Pot/Plastic Pot and as per direction of the officer-in-charge.	15	Each	259.10	3887.00	5.58	SR
2.5	Providing, stacking and Displaying Malpighia plants of ball shape of 60 cm to 75 cm ht. with 190 cm to 210 cm circumference in middle, supported by GI wire frame, having 5-6 plants with fresh & healthy foliage in 35 cm Cement pot/Plastic Pot and as per direction of the officer-in- charge.	10	Each	4318.35	43184.00	5.61	SR
2.6	Providing, stacking and Displaying Malpighia plants of conical shape of 160 cm to 180 cm ht. with 140 cm to 150 cm circumference in bottom, supported by GI wire frame, having 5 to 6 plants with fresh & healthy foliage in 40 cm Cement pot/Plastic Pot and as per direction of the officer-in-charge.	10	Each	6785.95	67860.00	5.62	SR
	Sub-Total				162433.00		
				Total Rs.	510124.00		

Sd/-
Assistant Director (Horticulture)
Bhubaneswar Horticulture Sub-Division-I
CPWD, Bhubaneswar.