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Name of Work:- M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants.

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Certified that this NIT contains pages 1 to 42 (One to Forty Two excluding front and back cover page).

Assistant Director (Hort.)
CPWD, Indore

Cutting : Nil Correction : Nil Insertion : Nil SOH ADH

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CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING e-TENDER

The Assistant Director (Hort.), CPWD, Indore on behalf of President of India invites online Percentage rate tender from approved and eligible contractors of CPWD registered in Horticulture category for the following work (s):-

NIT NO. : **34/DDH/Bhopal/2026-27**

Name of Work **:- M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants.**

Estimated Cost: ₹ **5,49,081/-**

Earnest money **: 10,982/-,** & period of completion : **15 (Fifteen) Days** Last date & time of submission of bids **04.12.2026 upto 03:00 P.M.**

The tender forms and other details can be seen and downloaded from the website **https://etender.cpwd.gov.in**

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

The Assistant Director (Hort.), CPWD, Indore on behalf of President of India invites online Percentage rate tender from approved and eligible contractors of CPWD registered in Horticulture category for the following work:-

S.No	NIT No	Name of work & Location	Estimated cost put to bid (Rs.)	Earnest Money	Period of Completion	Last date & time of submission of bid, and other documents as specified in the press notice	Time & Date of opening of Bid
1	2	3	4	5	6	7	8
1.	**34/DDH/Bhopal/2026-27**	**M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants.**	**₹5,49,081/-**	**₹ 10,982/-**	**15 (Fifteen) Days**	**03:00** PM on **04.12.2026**	**03:30** PM on **04.12.2026**

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **https://etender.cpwd.gov.in** free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of Deputy Director (Hort.) inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission.(The EMD document shall only be issued from the place in which the office of receiving division office is situated) and uploading the mandatory scanned documents such as Demand Draft or pay order or Banker's Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Commercial Bank towards EMD in Favour of **Deputy Director (Horticulture), CPWD, Bhopal,** receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified**.**
5. Those contractors not registered on the website mentioned above, are required to get themselves registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. Contractor must ensure to quote Percentage rate . The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". **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.**

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

1. Treasury Challan / Demand Draft / Pay Order or Banker's Cheque / Deposit at Call Receipt / FDR / Bank Guarantee of any Commercial Bank against EMD.

2. **Enlistment Order of the Contractor.**

3. G.S.T. Registration Certificate of the State, in which the work is to be taken up, if already obtained by the bidder.

4. If the bidder has not obtained GST registration **as applicable** than he shall scan and upload following undertaking along with other bid documents **" If work is awarded to me, I/We shall obtain GST registration Certificate as applicable within one month from date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which, I/ we shall be responsible for any delay in payments which will be due towards me / us on account of the work executed an / or for any action taken by CPWD or GST department in this regard."**

5. Copy of receipt for deposition of original EMD issued from Division office of any Executive Engineer (including NIT issuing EE/AE), CPWD.

6. Copy of PAN card of Bidder.

7. Address with Phone No. and email-ID of bidder.

8. Undertaking for site inspection [Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids. (As per CPWD 6 Sl. No. 12 Page No. 9).

10. ERP Training Certificate through any of the CPWD Regional Training Institutes (RTIs, at Delhi, Mumbai, Chennai, and Kolkata or through the National CPWD Academy (NCA), Gaziabad or through any other special training arranged by ERP Unit at CPWD Hq. and the newly enlisted contractors or his authorized representatives shall take compulsory ERP Training with 45 days of the date of issue of enlistment order.

11. Copy of Acknowledgment of upto date filed return of GST.

CPWD - 6

Govt. of India
Central Public Works Department
Notice Inviting Tender

1. Percentage rate tenders are invited on behalf of President of India from approved and eligible contractors of CPWD registered in Horticulture category for the work of :- **"M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants."** The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

1.1 The work is estimated Cost of ₹ **5,49,081/-.**
This estimate, however, is given merely as a rough guide.

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

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

Criteria of eligibility for submission of bid documents

1.2.1 Condition for Non CPWD contractors only, if bids are also open to Non CPWD contractor.

For works estimated cost up to modified as per bidding limit of CPWD class I / Group A contractors of respective discipline as the case may be).

Three similar works each of value not less than ₹ 401 lakh or two similar works each of value not less than ₹ **502** lakh or one similar work of value not less than ₹ **803** lakh in last **7 years** ending previous day of last date of submission of bids.

Similar works means 'Building Wo ned structure'.

DELETED

The value of executed works shall t costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last date of receipt of tenders.

Note :-

For works costing above Rs. 10.5 Crore but up to Rs. 30 Crore, (However for Horticulture and Furniture etc. discipline, the figure of Rs. 10.5 Crore and Rs. 30 Crore may be modified as per bidding limit of CPWD Class II/ Group B and CPWD Class I/ Group A contractors respectively of res[ectove dosco[;ome as tje case may be) when bids are open to non-CPWD contractors also, then Class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.

~~**Class II contractors of CPWD should be registered for Western Region / Rajasthan / Delhi.**~~

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors :

For works estimated to cost above Rs. 3020 Crores (However for Horticulture and Furniture etc. discipline, the figure of Rs. 30 Crore may be modified as per bidding limit of CPWD Class I contractor of respective discipline as the case may be.– NOT APPLICABLE.

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(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. (Scanned copy to be uploaded at the time of submission of bid).

1.2.3 For CPWD class II/ Non CPWD contractors as per the provisions of clause 1.2.1 above, it will be mandatory to upload the work ex DELETED s) and the affidavit as per the provisions of clause 1.2.2.

For such bids, Class-I contractors of CPWD are however eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit to the effect that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

1.3 To become eligible for issue of bid, the bidder shall have to furnish an affidavit as under:-

I/We undertake and confirm that eligible similar works(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. (Scanned copy to be uploaded at the time of submission of bid).

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

3. The time allowed for carrying out the work will be **15 (Fifteen) Days** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. (i) The site for the work is available : Yes

OR

~~The site for the work shall be made available in parts as specified below~~:-

(ii) The architectural and structural drawing for the work is available : N.A.

~~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 the work~~.

5 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website **https://etender.cpwd.gov.in** free of cost.

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

7. While submitting the revised bid, contractor can revise the quoted rates but before last date and time of submission of bid as notified.

8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

9 Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker`s Cheque or Deposit at Call Receipt or Fixed Deposit receipt (drawn in favour of **Deputy Director (Horticulture), CPWD, Bhopal** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission .(The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed at page No 32 this NIT) uploaded by tender inviting EE in the NIT .

The receipt shall also be uploaded to the e- tendering website by the intending bidder up to the specified bid 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 Rs. 20 lakh, whichever is less, shall have to be deposited in shape prescribed above, and may be deposited in shape of Bank Guarantee of any scheduled Bank having validity for six months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders

Copy of Enlistment Order ~~and certificate of work experience~~ and other documents as specified in the press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission.

However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any Division office of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at **03.30 PM** on **04.12.2026.**

9 A) The contractors registered prior to 01.04.2015 on e-tendering portal of CPWD shall have to deposit tender processing fee at existing rates or they have option to switch over to the new registration system without tender processing fee any time.

10. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:

(i) The bidder is found ineligible.

(ii) The bidder does not deposit original EMD with Division office of any Executive Engineer, CPWD.

(iii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.

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

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

11. The contractor whose bid is accepted will be required to furnish performance guarantee (drawn in favour of **Deputy Director (Horticulture), CPWD, Bhopal)** 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be 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 Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Earnest Money deposited along with bid shall be returned after receiving the aforesaid performance guarantee**. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses / registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any, engaged by the contractor for the said work and Programme Chart (Time and Progress) within the period specified in Schedule F.**

12. **The description of the work is as follows:-**

The scope of work includes:- M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27.
SH:- Providing and displaying of winter seasonal and ornamental potted plants.

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

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

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and

the bids submitted by the contractors who resort to canvassing will be liable for rejection.

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

16. The contractor shall not be permitted to bid for works in the CPWD Chief Engineer (Bhopal) Jurisdiction (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

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

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

(i) If any tenderer withdraws his tender or makes any modification in terms & conditions of the tender which is not acceptable to the department ~~within 7 days~~ ~~**after last date of submission**~~ ~~of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50 of the said earnest money take action as per EMD declaration Proforma absolutely~~ ~~**irrespective of letter of acceptance for the work is issued or not.**~~

~~(ii) If any tenderer withdraws his tender or kakes 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 take action as per EMD declaration Proforma forfeit 100% of the earnest money absolutely~~ ~~**irrespective of letter of acceptance for the work is issued or not.**~~

~~(iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above,~~ the bidders shall not be allowed to participate in the rebidding process of the same work and also suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

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

b) Standard C.P.W.D. Form 7 amended upto a date previous to last date of submission of.

20. **For Composite Bids**

20.1.1 The Executive Engineer in Charge of the major component will call bids for the composite work. The Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.

20.1.2 The bid 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 as amended / modified upto DG/CON/314 dated 24.02.2021.

Part B:- Particular Specifications and Special conditions, specifications and schedule of quantities as applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work. (SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in Schedule A to F for major components). Special Conditions, additional terms & conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

20.1.3 For electrical works, the bidder should have **valid electrical license from competent authority in the name of the contractor. However, the contractors is allowed to participate in tender with an undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate contractors having valid electrical license of eligible class.**

20.1.4 The eligible bidders sha DELETED major component as well as for minor components of work.

20.1.5 After acceptance of the bid 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 in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate Part A and Part B of the agreement. EE in charge of minor component(s) shall operate Part C respectively along with Part A of the agreement.

20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.

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

20.1.8 If required, the main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s).

20.1.9 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 minor component. 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.

20.1.10 The main contractor has to enter into agreement with contractor(s) associated by him for execution of minor component(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor 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 agreement with the new contractor associated by him.

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

20.1.12(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer -in -charge of major component after record of completion certificate of all other components.

20.1.12(B) 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 composite contract.

21.0 In case any discrepancy, is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Deputy Director (Hort.), then the bid submitted shall become invalid ~~and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.~~ Further the tenderer shall not be allowed to participate in the re-tendering process of the work and also suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order.

22.0 A new provision of Integrity Pact (IP) was introduced in GCC-2023 it is mentioned that at the time of submission of bid, it shall be mandatory to sign the pact by the bidder failing which the bidder will stand disqualified from the tendering process and such bid would be summarily rejected.

In case of e-tendering, Integrity Pact shall be treated in the same manner as other components of the bid document. In e-tendering, the intending bidder does not sign any document physically and entire bid document is submitted through digital signature. Since IP is a part of bid document no separate physical submission is required with other documents to be submitted in the office of tender opening authority. In addition to other component of bid document, the Integrity Pact along shall also be signed between Deputy Director (Hort.) and successful bidder after acceptance of bid.

23.0 Jurisdiction of Courts

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

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

INTEGRITY PACT

(Integrity Pact is applicable for all works of estimated cost put to tender equal to or more than the threshold value given in Schedule-F)

This Integrity Agreement is made at ..... on this ..... day of..... 20

BETWEEN

President of India represented by the Engineer-in- Charge (hereinafter referred to as the Principal, which expression shall unless repugnant to the meaning or context hereof includes its successors and permitted assignees)

AND

.....

(Name and Address of the bidder)

(Hereinafter referred to as the **Bidder/Contractor** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

Preamble

WHEREAS the Principal has floated the Tender (NIT No.....) (hereinafter referred to as the "**Tender**") and intends to award, under laid down organizational procedure, contract for ..... (Name of work)…….
Hereinafter referrd to as the Contract.

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

Agreement (hereinafter referred to as "**Integrity Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

In order to achieve these goals, the Principal will appoint Independent External monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned hereunder.

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

Articles

Article 1: Commitment of the Principal

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

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

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

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

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

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

1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

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

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Article 3: Consequences of Breach

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

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

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

3) **Criminal Liability:** If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s) / Contractor(s) undertake(s) to demand from all sub contractors acommitment in conformity with this Integrity Pact. The Bidder /Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors / sub-vendors.

2) The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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

Article 6- Duration of the Pact

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 Months after the completion of work under the contract or expiry of defect liability period or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

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

Article 7- Other Provisions

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

2) Changes and supplements as well as termination notice need to be made in writing.

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

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

5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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

7) In view of the nature of integrity pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/ contract is terminated till the currency of the integrity pact.

8) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/ recommendations.

Article 8- INDEPENDENT EXTERNAL MONITOR (IEM)

1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/contractors as confidential.

3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.

4) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Sub-contractor(s) with confidentiality. The IEM has also signed 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself/ herself from that case.

5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The IEM will submit a written report to the SDG/ADG concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should be occasion arise, submit proposals for correcting problematic situations.

7) If the IEM has reported to the ADG/SDG concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the ADG/SDG concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit this information directly to the Central Vigilance Commissioner.

8) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meeting could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.

9) The word IEM or monitor would include both singular and plural.

Article 9- LEGAL AND PRIOR RIGHTS

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

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

……..

(For and on behalf of Principal)

……..

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ……

(Signature, name and address)

2. ……..

(Signature, name and address)

Place: -

Dated: -

Note: To be signed by the Bidder and the Engineer-in-Charge.

CPWD 7

निविदा **T E N D E R**

मैंने/हमने कार्य के लिए निविदा आमंत्रण सूचना, अनुसूची क,ख,ग,घ, ड., और च, लागू विनिर्देश, नक्शे एवं डिजाइन, सामान्य नियम एवं निर्देश, ठेके के उपबंध, विशिष्ट शर्ते, दर अनुसूची एवं अन्य कागजात तथा ठेके की शर्तो में दिए गए नियम तथा निविदा कागजात में उल्लिखित अन्य बातों को पढ़ व जांच लिया है।

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

मै/हम, एतत्द्वारा भारत के राष्ट्रपति के लिए अनुसूची 'च' में विनिर्दिष्ट समय के अन्दरतर विनिर्दिष्ट कार्य, यथा–मात्राओं की अनुसूची तथा सभी संबंधित विनिर्देशों, डिजाइनों, नक्शों के अनुरूप तथा सामान्य नियमावली के नियम–1 और ठेके की शर्तो के खंड–11 में उल्लिखित लिखित अनुदेशों एवं ऐसी सामग्रियों, जो प्रदान की जाती है और उसके संबंध में, ऐसी शर्ते जो लागू हो, के अनुरूप निष्पादन हेतु निविदा देता हूं/देते हैं ।

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

हम निविदा को, इसके खोले जाने की निर्धारित तारीख से तीस (30)दिन के लिये खुला रखने तथा इसकी शर्तो एवं निबंधनो में, किसी प्रकार का परिवर्तन ना करने के लिए सहमत है।

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

₹ **10,982/-** की धनराशि, धरोहर राशि के रूप में नकद/ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप एतद् द्वारा अग्रेशित की जाती है/रु.....की धनराशि, , की प्रति धरोहर राशि के रूप में ट्रेजरी चालान रसीद/अनुसूचित बैंक की मांग जमा रसीद/ अनुसूचित बैंक की सावधी जमा रसीद /अनुसूचित बैंक का डिमांड ड्राफ्ट/ अनुसूचित बैंक द्वारा जारी बैंक गारंटी के रूप में अपलोड की जाती है।(जो लागु न हो उसे काट दें)। यदि मैं / हम निर्धारित निष्पादन गारंटी को निर्धारित समय अवधि में प्रस्तुत करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते है कि भारत के उक्त राष्ट्रपति या उनके कार्यालय के उत्तराधिकारी किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि जब्त करने के लिए पूर्णतया स्वतंत्र होंगे । इसके अलावा, यदि मैं/हम विनिर्दिष्ट कार्य प्रारंभ करने में असफल रहते हैं तो मैं/ हम यह मंजूर करते हैं कि भारत के राष्ट्रपति या उनके कार्यालय के उत्ताधिकारी कानून में उपलब्ध किसी अन्य अधिकार या उपचारी उपाय पर प्रतिकूल प्रभाव डाले बिना उक्त धरोहर राशि, तथा निष्पादन गारंटी जब्त करने के लिए पूर्णतया स्वतंत्र होंगे । उक्त
निष्पादन गारंटी निविदा कागजात के अनुसार उसमें निहित शर्तों व निबंधनों के अनुसार कार्यो के निष्पादन एवं आदिष्ट विचलनों को अनुसूची 'च' में वर्णित प्रतिशत से अनधिक व निविदा प्रपत्र के खण्डों 12.2 व 12.3 में निहित प्रावधानों के अनुसार निश्चित की जाने वाली दरों पर उस सीमा से अधिक के विचलनों के करने के लिए उनके द्वारा गारंटी होगी।

A sum of ₹ **10,982/-** is hereby forwarded in Cash/ Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank as earnest money./ A copy of the earnest money in Receipt Treasury Challan/ Deposit at Call Receipt of a Scheduled Bank/ Fixed Deposit Receipts of a Scheduled Bank/ Demand Draft of a Scheduled Bank/ Bank Guarantee issued by a Scheduled Bank is scanned and uploaded **(strike out as the case may be).** If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be 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.

इसके अतिरिक्त मैं/हम सहमत हैं कि उपर्युक्त बयाना राशि या निष्पादन गारंटी जब्त हो जाने के मामले में मुझे/हमें कार्य की पुनः निविदा प्रक्रिया में भाग लेने से रोक दिया जाएगा ।

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.

मै वचन देता हूं तथा पुष्टि करता हूं / हम वचन देते है तथा पुष्टि करते हैं कि पात्रता के लिये समान निर्माण कार्य को बैक टू बैक आधार पर एक अन्य ठेकेदार द्वारा नहीं करवाया गया है। इसके अलावा यदि इस प्रकार का उल्लधंन विभाग की जानकारी में आता है तो मुझे /हमें भविष्य में केलोनिवि में निविदा देने से हमेशा के लिए वंचित कर दिया जाएगा। साथ ही, यदि कार्य के प्रारंभ होने की तारीख से पहले इस प्रकार का उल्लधंन विभाग की जानकारी में आता है तो भारसाधक इंजीनियर को बयाना राशि जमा से और कार्य निष्पादन गारंटी की समग्र राशि जब्त करने की स्वतंत्रता होगी।

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 Deposited / Performance Guarantee.

मैं/हम एतत्द्वारा घोषणा करते है कि मै/हम निविदा कागजातों, नक्शों और कार्य से संबंधित अन्य अभिलेखों को गुप्त/गोपनीय कागजात के रूप में रखेगे और उनसे प्राप्त/ली गई जानकारी किसी अन्य को, जिन्हें मैं/हम सूचित करने के लिए प्राधिकृत हो, से भिन्न किसी को,नहीं बताएगें या जानकारी को किसी ऐसे रूप में प्रयोग नही करेंगे जो राज्य की सुरक्षा के लिए प्रतिकूल हो।

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 therefrom to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

तारीख Dated #.....

ठेकेदार के हस्ताक्षर Signature of Contractor#

डाक का पता Postal Address#

साक्षी Witness : #

पता Address: #

उपजीविका Occupation : #

 # To be filled in by the contractor/witness as applicable

स्वीकृति ACCEPTANCE

मै भारत के राष्ट्रपति की ओर से तथा उनके लिए ₹ ..... (रूपए .....) की राशि के लिए उपर्युक्त निविदा (अधोलिखित पत्रों के अनुसार परिवर्तित) स्वीकार करता हूं।

The above tender (as modified you vide letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of ₹. _____

(Rupees_____)

नीचे दिए गए पत्र इस ठेका करार का हिस्सा होंगे।

The letters referred to below shall form part of this contract Agreement:-

a)

b)

c)

भारत के राष्ट्रपति की ओर से तथा उनके लिए

For & on behalf of the President of India.

हस्ताक्षरSignature .....

तारीख Dated .....

पदनाम Designation .....

Cutting : Nil Correction : Nil Insertion : Nil SOH ADH

अनुसूचियां SCHEDULES

अनुसूची 'क' SCHEDULE 'A'
मात्राओं की अनुसूची (संलग्न)

Schedule of quantities (As per PWD-3) (Enclosed) Page No. **39 to 40**

अनुसूची 'ख' SCHEDULE 'B'
ठेकेदार की निर्गत की जाने वाली सामग्रियों की अनुसूची
Schedule of materials to be issued to the contractor.

क्रम. सं. S.No.	मद विवरण Description of item	मात्रा Quantity	जिस दर पर सामग्रियां ठेकेदार को प्रभारित होगी वह दर अंकों एवं शब्दों में Rates in figures & words at which the material will be charged to the contractor	निर्गत स्थान Place of Issue
1	2	3	4	5
		NIL		

अनुसूची 'ग' SCHEDULE 'C'

ठेकेदार को भाड़े पर दिए जाने वाले औजार एवं संयत्र

Tools and plants to be hired to the contractor

क्रम सं. Sl. No.	विवरण Description	भाड़ा प्रभार प्रतिदिन Hire charges per day	निर्गत स्थान Place of Issue
1	2	3	4
		NIL	

अनुसूची 'घ' SCHEDULE 'D'

कार्य के लिए विशेष अपेक्षाएं/दस्तावेज, यदि कोई हों, की अतिरिक्त अनुसूची

Extra schedule for specific requirements/documents for the work, if any. As specified in this NIT

अनुसूची (ड) SCHEDULE 'E'

	ठेके की सामान्य शर्तो का संदर्भ	General Conditions of Contract 2023
1.	Reference to General Conditions of contract	(**Maintenance Work) amended upto correction slips issued up to date of receipt of tender**

कार्य का नाम Name of work **: M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants.**

कार्य की अनुमानित लागत Estimated cost of work	₹ **5,49,081/-**
(i) धरोहर राशि Earnest money:	₹**10,982/- (To be returned after receiving Performance Guarantee)**
(ii)निष्पादन गारंटी Performance guarantee :	5% of tendered value. निविदित मूल्य का 5 प्रतिशत
(iii) प्रतिभूति निक्षेपः Security Deposit:	2.5% of tendered Value

अनुसूची 'च' SCHEDULE 'F'

सामान्य नियम एवं दिशानिर्देशः

General Rules & Directions:

	निविदा आमंत्रण करने वाला प्राधिकारी Officer inviting tender -	**Assistant Director (Hort.)/CPWD/Indore or his successor thereof**
	कार्य की मदों की मात्रा के लिए अधिकतम प्रतिशत जिससे अधिक निष्पादित मदों के लिए दरों का निर्धारण खण्ड 12.2 और 12.3 के अनुसार होगा Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3.	निम्नानुसार see below
	Definitions:	
2(v)	भारसाधक इंजीनियर Engineer-in-Charge	**Assistant Director (Hort.)/CPWD/Indore or his successor thereof.**
2(viii)	स्वीकार कर्ता प्राधिकारी Accepting Authority	**Assistant Director (Hort.)/CPWD/Indore or his successor thereof.**
2(x)	अतिरिक्त और लाभों को पूरा करने के लिए श्रम एवं सामग्रियों की लागत पर प्रतिशतता Percentage on cost of materials and labour to cover all overheads and profits.	**15% (Fifteen per cent)**

Cutting : Nil Correction : Nil Insertion : Nil SOH ADH

2(xi) दरों की मानक अनुसूची
Standard schedule of Rates — For Hort.:- **Delhi Schedule of Rate 2025 (Hort.) with correction slips issued up to date of previous to last of submission of bid.**

2(xii) विभाग
Department — **Central Public Works Department**

9(ii) मानक के.लो.नि.वि. ठेका फार्म — CPWD Form **7** **and GCC 2023 for Maintenance work amended upto correction slip issued up to date of receipt of tender**

खण्ड Clause 1

(i) स्वीकृति पत्र जारी होने की तारीख से निष्पादन गारंटी के प्रस्तुतीकरण के लिए अनुमत समय
Time allowed for submission of performance guarantee, programme chart (Time & 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 : 07 days

(ii) (उपर्युक्त i) में दी गई अवधि के पश्चात् अधिकतम अनुमेय एक्सटेंशन
Maximum allowable extension with late fee @ 0.10% per day of performance guarantee amount beyond the period as provided in (i) above : 03 days

खण्ड Clause 2

खण्ड 2 के तहत प्रतिकार निश्चित करने वाला प्राधिकारी
Authority for fixing compensation under clause 2 — **Chief Engineer (Bhopal), CPWD, Bhopal or his successor thereof.**

खण्ड Clause 2A

क्या खण्ड 2 क लागू होगा
Whether clause 2A shall be applicable — **Not Applicable**

खण्ड Clause 5

कार्य आरंभ की तारीख की गणना के लिए स्वीकृति पत्र के जारी होने की तारीख से दिनों की संख्या
No. of days from the date of issue of letter of acceptance for reckoning date of start — **10 days.**

लक्ष्य नीचे दी गई सारणी के अनुसार
Milestone(s) : - As per Table given below

लक्ष्य (मील–पत्थर) सारणी
Table of milestone(s)

S No	Description of Milestone (Physical)	Time allowed (From date of start)	Amount to be withheld in case of non-achievement of milestone as assessed from the running payments
		N.A.	

कार्य निष्पादित करने के लिए अनुमत्य समय

Time allowed for execution of work — **15 (Fifteen) Days**

Authority to decide

(i) Extension of Time — Assistant Director (Hort.)/CPWD/Indore or his successor thereof.

(ii) Rescheduling of mile stones — Assistant Director (Hort.)/CPWD/Indore or his successor thereof.

(iii) Shifting of date of start in case of delay in handing over of site — Assistant Director (Hort.)/CPWD/Indore or his successor thereof.

Schedule of handing over the 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**	**Whole**	**10 days**
Part B	**Portion with encumbrances**	**NA**	**NA**
Part C	**Portion dependent on work of other agencies**	**NA**	**NA**

खण्ड 6 Clause 6

Computerized Measurement Book/ **Electronic Measurement Book** — **C.M.B./Electronic Measurement Book**

खण्ड Clause 7

अंतरिम भुगतान के लिए पात्र होने के लिए अंतिम ऐसे भुगतान के बाद कुल भुगतान एकत्रित सामग्रियों के अग्रिमों के समायोजन सहित किया जाने वाला कुल कार्य

Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment — **Rs. 5,49,081/-**

खण्ड 7 क Clause7A

Weather clause 7 A shall be applicable — **Yes**

(a) No running Account Bill shall be paid for the work till the applicable GST registration of the same State in which work is to be taken up, labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge)

(b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payment:-

1. Details of person employed with date of their employment up to previous month.

2. Documents of payment made to the employees directly into their bank accounts up to previous month.

3. Documents of attendance through biometric attendance or other mode up to previous month.

4. Documents of deposition of EPF and ESI deductions in the employee's accounts up to previous month.

5. Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month.

6. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in-Charge.

(c) In case, any of the documents submitted by the contractor is found false/forged at a later date, action for debarment of contractorwill be taken by the SE/CE concerned.

खण्ड 10 क Clause10A

कार्यस्थल प्रयोगशाला में ठेकेदार द्वारा उपलब्ध कराये जाने परीक्षण उपकरण की सूची

List of testing equipment to be provided by the contractor at site lab. — N.A.

खण्ड Clause10B(ii)

क्या खण्ड 10 ख (ii) लागू होगा

Whether clause 10B (ii) shall be applicable — **No**

खण्डClause10C

Component of labour expressed as Percent of value of work — **25%**

Clause 10 CA (Applicable / Not Applicable) — **Not applicable**

खण्डClause10CC : Not Applicable

~~खण्ड 10 गग उन संविदाओं पर लागू होगा जिसमें कार्य समापन की अवधि, अगले कालम में दर्शाई गई अवधि से अधिक अनुबंधित है।~~

~~Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column : 12 Months~~

~~Schedule of component of other Materials, Labour, etc. for price escalation~~

~~Component of Civil (except materials covered under clause 10 CA) value of work : : (Xm) - 42%~~

~~Component of Labour- expressed as percent of total value of work : (Y) - 25%~~

खण्ड Clause 11

कार्य निष्पादन के लिए अनुपालन — **Horticulture & Landscaping Rates & Specification 2025 with up to date correction slips and CPWD Maintenance Manual 2023.**

खण्ड Clause 12 Authority to decide deviation upto 1.5 times of tendered amount — The completion cost shall, in no case, exceeds 1.5 times the contract amount.

Type of Work — **Maintenance work**

12.2 & 12.3

विचलन सीमा जिसके परे खण्ड 12.2 तथा 12.3 भवन निर्माण कार्य के लिए लागू होंगे

Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work (Other than foundation) — **Unlimited**

(i) Deviation limit beyond which clauses 12.2 & 12.3

12.5	shall apply for foundation work (except items mentioned in earth work subhead of DSR and related items)	**Unlimited**
	(ii) Deviation limit for items mentioned in earth work subhead of DSR and related items	**Unlimited**

खण्ड Clause 16

घटी हुई दरे निर्धारित करने की लिए सक्षम प्राधिकारी
Competent Authority for deciding reduced rates — **Chief Engineer (Bhopal), CPWD, Bhopal, Bhopal (for Hort. Work) or his successor thereof.**

खण्ड Clause 18

कार्यस्थल पर ठेकेदार द्वारा लगाये जाने वाली अनिवार्य मशीनरी औजार एवं सयंत्रों की सूची :–
List of mandatory machines, tools and plants to be deployed by the contractor at site. — **NIL**

खण्ड Clause 19 C…… authority to decide penalty for each default : ADH/CPWD/Indore or his successor thereof.

खण्ड Clause 19 D……authority to decide penalty for each default : ADH/CPWD/Indore or his successor thereof.

खण्ड Clause 19 G ……. authority to decide penalty for each default : ADH/CPWD/Indore or his successor thereof.

खण्ड Clause 19 K ……. authority to decide penalty for each default : ADH/CPWD/Indore or his successor thereof.

खण्ड Clause 25

(i) **Conciliator** : **A.D.G. (RBH), CPWD, Bhopal**
(ii) Arbitrator Appointing Authority : **CE (Bhopal), CPWD, Bhopal**
(iii) Place of Arbitration : **Bhopal or as decided by Arbitral Tribunal In consultation with both the parties.**

खण्ड Clause 32

"Requirement of Technical Representative(s) and Recovery Rate :

S.No	Minimum Qualification of Technical Representative	Discipline	Designation	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figures	Words
1	Graduate in Agriculture or Diploma in Agriculture	Horticulture works	Project Manager cum Planning / Quality / Site / Billing Engineer	2-Years or 5-Years	ONE	Rs.15,000/-PM.	Rupees Fifteen Thousand Per Month each

सरकारी सेवा से सेवानिवृत्त वे सहायक अंभियंता जो डिप्लोमाधारक हों, ग्रेजुएट अंभियंता के बराबर माने जाएंगे ।

Cutting : Nil Correction : Nil Insertion : Nil SOH ADH

"Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers."

Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers

खण्ड Clause 38		**Not applicable**
I) क)	सीमेन्ट और बिटुमन की अनुमानमूल मात्रा निर्धारित करने के लिए अनुसूची/विवरण	केलोनिवि द्वारा मुद्रित दिल्ली दर अनुसूची 2019 के आधार पर
I) (a)	Schedule/statement for determining theoretical quantity of cement & bitumen	On the basis of Delhi Schedule of Rates 2025 printed by C.P.W.D. with correction slips issued up to date of receipt of tender.
II)	अनुमानमूलक मात्राओं में अनुमत्य विचलन Variations permissible on theoretical quantities.	
क)	सीमेन्ट जिन कार्यो के लिए निविदा में अनुमानित मूल्य रू. 5 लाख से अधिक न हो	
a)	Cement for works with estimated cost put to tender not more than Rs. 25 lakhs	Not Applicable
	जिन कार्यो के लिए निविदामें अनुमानित मूल्य रू. 5 लाख से अधिक हो	2 प्रतिशत जमा/घटा
	for works with estimated cost put to tender more than Rs. 25 lakhs	2 % plus/minus.
ख।)	बिटुमन सभी कार्यो के लिए	2.5 प्रतिशत केवल जमा और घटा के पक्ष में शून्य
b)	Bitumen for all works	2.5% plus only & Nil on minus side.
ग)	इस्पात प्रत्येक व्यास, कोट और श्रेणी के लिए पूनर्वलन और संरचनात्मक इस्पात काट	2 प्रतिशत जमा/घटा
c)	Steel Reinforcement and structural steel sections for each diameter, section and category.	2% plus/minus
घ)	सभी अन्य सामग्रियां	शून्य
d)	All other materials	Nil

DELETE

Annexure 'A'

On non-judicial stamp paper of minimum Rs. 100

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

1. Whereas the Executive Engineer.....(name of division) ..... CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under ..... (NIT number) ..... dated ..... for ..... (name 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 relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

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

Date .....

Witnesses :

1. Signature .....

   Name and address

   Designation

   Staff code no.

   Bank seal

2. Signature .....

   Name and address

Authorized signatory

Name

* Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.

** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

INFORMATION AND INSTRUCTION FOR EXECUTIVE ENGINEER FOR E-TENDERING
(PRESCRIBED FORMAT OF RECEIPT OF DEPOSITION OF ORIGINAL EMD)

1. **The Executive Engineer of all divisions of CPWD should receive the original EMD for tender of other division.**

2. **The NIT approving authority /DDH at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD alongwith NIT :-**

Receipt of deposition of original EMD
(Receipt No……/date…….

Name of work:- **M/o Garden area attached to GPOA (CGO Complex, CGHS Malcom and Malwa House) under Horticulture Sub-Division Indore, Horticulture Division Bhopal during 2026-27. SH:- Providing and displaying of winter seasonal and ornamental potted plants.**

1. **NIT No:- 34/DDH/Bhopal/2026-27.**
2. **Estimated Cost:-** ₹ **5,49,081/-**
3. **Amount of Earnest Money Deposit :-** ₹ **10,982/-**
4. **Last date of submission of bid:- 04.12.2026**

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

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

Signature, Name and Designation of EMD
Receiving officer (EE/DDH/AAO)
alongwith Office stamp

(# To be filled by EMD receiving EE)

3. **The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting DDH. The receipt may be issued by the DDH/AAO.**

4. **The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by email/fax/telephonically.**

5. **The Original EMD receiving Executive Engineer shall release the EMD after verification from the e-tendering portal website (https://etender.cpwd.gov.in) that the particular contractor is not L-1 tenderer and work is awarded.**

6. **The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.**

GENERAL TERMS AND CONDITIONS FOR HORTICULTURE WORK

1. The work shall be carried out as per C.P.W.D. Specification - 2019 Vol. - I to II & Hort. Specification 2025 with up to date correction slips and as per CPWD Yard stick.
2. The contractor shall be responsible for arrangement of all necessary tools and plants required at site of work for which nothing shall be provided by the department.
3. The contractor shall make his own arrangements for obtaining electric/water connections, if required, and make necessary payment directly to the Department concerned.
4. The Department shall not be responsible for any injury partial or permanent or death of any workers at site due to accident or mal functioning of the equipment or by negligence of the staff.
5. The contractor shall at his own expense arrange for safety provision as per CPWD safety code.
6. No compensation shall be payable to the Contractor for any damage caused by rains, storms, earthquakes and other calamity during the execution of work.
7. It shall be the sole responsibility of the Contractor to ensure before undertaking the maintenance work that number of trees/shrubs/hedge/ lawn area all are in healthy conditions no casualty and deficiency of plants exist at site and he has to bring the same into the notice of the Dy. Director of Hort. within 3 days of undertaking of the maintenance work failing which, it shall be presumed that there were neither casualty nor deficiency of the plants in the entire area being undertaken for maintenance.
8. If any damage caused for public conveniences/services, the same shall have to be repaired instant, failing which necessary recovery shall be made from the Contractors bill. If any Building, Road and Channels, Cable /Electrical fitting etc. damaged by the contractor the same will have to repair or made good by the contractor at his risk and cost, otherwise the complete cost will be recovered as intimated by the division/department Concerned.
9. Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all height, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same. The rates will be desired in accordance with clause 12 of the agreement, if not already specified.
10. 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, opening etc. in the work as may be required for the other agencies. Nothing extra over the Agreement rates shall be paid for doing these.
11. 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.
12. The contractor shall fully comply with all legal orders and directions of the Public or local authorities of municipality and abide by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall by paid/reimbursed for the same.
13. The contractor will make his own arrangement for accommodation of labourers and nothing shall be paid on this account.
14. The contractor shall be responsible for removal of garden waste from the site and disposed off at designated dumping area as per specified Items of work which includes all leads and lifts as per directions of Officer-in-Charge.
15. Minimum workers shall be deputed by the contractor as per approved yard sticks of Horticulture Maintenance Manual 2023 and not below the age of 18 years.
16. The contractor shall have to arrange all required tools & plants & other stock items like Bamboo, Sutli, Hessian cloth. Tokari etc. for the proper development & maintenance of garden feature.

Repair cost of tools & plant items shall be borne by the contractor & nothing shall be paid extra on this account.

17. In lieu of technical staff required as per clause 32, contractor has to engage one no. supervisor having smart phone enabled with whatsapp. The supervisor has to send photos to concern SO/AD of daily labour deployment and all day to day major activities. Nothing extra to be paid for this. The photograph showing the maintenance/development work shall be submitted by the contractor at the end of every month from the date of start to date of completion covering all garden activities feature otherwise recovery shall be made as per clause 32 of the Agreement.
18. The Engineer- in- charge reserve the right to change the site/location/execution of works.
19. The contractor should provide all facility such ESI, EPF, Bonus etc as per office memorandum no. DG/SE/CM/CON/Misc/ 286 issued by Director General of CPWD on dt-30-06-2015.
20. No claim for the idle Labour, machinery and establishment on account of suspension/stoppage of work for any reason whatsoever shall be admissible under any circumstances.
21. The site shall be cleared and the surplus material / horticulture waste / rubbish etc. shall be disposed off as directed by The Engineer-in-Charge.
22. The contractor will be responsible to provide safe Drinking water to Labour engaged in execution.
23. Royalty at present rate and all other incidental expenditure shall have to be paid by the contractor on all material like cattle manure, good earth, sand, sludge etc. collected by him for execution of the work.
24. There shall be no burning of leaves, plastic etc. at site, otherwise Contractor shall be solely responsible for any penalty for this offence.
25. The agency should ensure that at prevailing minimum wages rates of Central Government are paid to the workers. In this regard, following procedure to be adopted.
    (a) Wages due to every worker shall be paid to him direct by contractor through Bank or ECS or Online transfer to his Bank Account.
    (b) It shall be the duty of the contractor to ensure the disbursement of wages through bank account of labour.
26. No contractor /Builder or any person would be permitted to store /dump Horticulture waste/material or debris on metalled road. All precautions to be taken to ensure that no dust particles are permitted to pollute the air quality as a result of such storage. Any material dumped on mattalic road shall be removed immediately from it otherwise same shall be removed by department and recovery from bill at the double rate to the cost of removal shall be done from contractor bill.
27. The basin of each shrub/plant shall be of required size so as to retain required quantity of water in a time, otherwise it will be presumed that sufficient watering to plants has not been done by the contractor, less watering to plants is not acceptable.
28. The contractor shall maintain the attendance of staff/labour deployed at site through Authentic Proof of attendance of workers, which shall be provided by the contractor at his own cost and daily attendance shall be submitted to the Sub-Division and nothing shall be paid to the agency on this account.
29. 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 be will furnish detail of each worker at Division office with Bill.
30. 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 before

start of Work. The expenditure on this account will be borne by contractor and nothing will be reimbursed for it.

31. 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.
32. In case of absence from duty by labour, an amount @ double of current minimum wages shall be recovered from the contractor's bill.
33. 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.
34. The contractor shall follow provision of contract labour (Regulation and Abolition) ACT- 1970 & minimum wages ACT.
35. GST as applicable. In case of any variation in GST or other Tax liability to contractor need to manage / bear in future himself.
36. Any damage/ mis-happenings/ legal proceedings/ compassion occurred during the executing of the contract shall be borne by the contractor & department shall not be responsible for any such occurrence.
37. All expenditure to be incurred for testing of samples e.g. packing, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor. (As per Office Memorandum No. DG/MAN/410 Dated: 22.10.2021).
38. The contractor shall maintain Register, Log Book and Photos with date for the work as per Schedule.
39. Payment for maintenance charges
    (a) The contractor will start maintenance of existing plant, shrubs and trees, which are in good condition, from date of start of work and payment for maintenance will be made as per his quoted rate.
    (b) The maintenance of area where the contractor will do new plantation will be done at his cost for one month after plantation. This one month will be counted after plantation work is completed in batch sizes of at-least 1500 sqm and declared completed by Officer-in-Charge. After this one month of maintenance at the cost of contractor, payment for maintenance for new plantation area will be made as per his quoted rate. Due to site constraints, Officer-in-charge may reduce the batch size as per his discretion.
40. 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.
41. The contractor or his representative should be available at site on every visit, of officer-in-charge as well as visit of senior officers.
42. Additional labour will be provided by the contractor as & when required nothing shall be paid extra for it.

Assistant Director (Hort.)
Central P.W.D, Indore

SPECIAL CONDITIONS

GOOD EARTH

1. The good earth/soil shall be suitable for gardening free from Kanker, Moorum, Shingle, rocks, stones, brick bets, building rubbish and any other foreign matter. The earth shall be free from clods or lumps of size bigger than 75 mm in any direction. It shall have P.H. value ranging between 6.5 to 8.5
2. The earth shall be stacked at site in stacks at site in stacks not less than 50 cm high and of volume not less than 3.0 cum.
3. Length, breadth & height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 20% for voids before payment unless otherwise described.

MANURE/ SLUDGE

1. The manure shall be well decayed organic & vegetable matter obtained in the dry state, free from grits, brick-bats, pebbles, stone and any other unwanted materials. It shall be obtained from approved disposal work.
2. Manure/sludge shall be stacked at site in stacks not less than 50cm height and of volume not less than 3 cum.
3. Length, breadth & height of stacks shall be measured correct to a cm. The volume of the stacks shall be reduced by 8% for looseness in stacking to arrive at the net quantity for payments.

SPECIFICATIONS OF PLANTS

The plants included under Sub Head 3 to 11 should be as per following specification.

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 pot/ Gunny bag/ Poly bag.
5. The plants should be well settled and should not be newly shifted.
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 stablished and should have good foliage.
12. Pot/ Poly bag used for filling the plants should be of proper size.
13. There should be proper drainage in pots for plants.
14. The flowering plants should also have proper flowering and should be true to the variety.
15. All plant should have the tendency of growth and should not be stunted or deshaped.
16. Plant should not have any physiological disorder.
17. Tips of the Plants should have intact, there should not be any damages etc.
18. In case of flowering pots flower should be on bud stage/semi bloom/ Full bloom stage.
19. Plants of bigger height should be properly supported/stacked by bamboo stick.
20. Bulbs, seeds, seedling, suckers should properly treated with fungicides before supply.

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