PART – A

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE

(Applicable for inviting open bids)

The Executive Engineer (C), Ananthapuram Division (Civil), CPWD, Ananthapuramu (Email ID: ee-atpcd@cpwd.gov.in) on behalf of President of India invites online **percentage rate bids** from approved and eligible contractors of **CPWD (**registered under **Horticulture** category**)** for the following work: -

Sl. No.	**Description**	**Details**
1	NIT No.	**04 / e-tender/ EE (C)/ ATPCD/ 2026-27**
2	Name of Work	Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh.
3	Estimated Cost Put to Tender	**Rs. 52,34,845/-**
4	Earnest Money (EMD)	**Rs. 1,04,697** /-
5	Period of Completion	**12 (twelve) months**
6	Date of Pre bid meeting will be held in the O/o Executive Engineer, CPWD, CUAP campus, Ananthapuramu.	**at 11:00 Hours on 06.11.2026**
7	Last time & date of online submission of bid, **original EMD, copy of receipt for deposition of original EMD,** and other documents as specified in the NIT.	**Up to 16:00 Hours on 09.11.2026**
8	Time & date of online opening of documents. (Mandatory documents)	**at 16:30 Hours on 09.11.2026**
9	Time & date of online opening of financial bids.	**at 17:00 Noon on 09.11.2026**
10	Last date & time of submission of hard copies of Experience Certificates if any, Registration Certificates, Affidavit if any, Undertaking and other Documents as specified in the press notice to Division Office by the **Lowest Tenderer Only**.	To be submitted during office hours within a week from the date of opening of Financial Bid. In case the last day happens to be closed holiday, these documents shall be submitted on the next working day.

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

1. As per Rules for Enlistment of Contractors in CPWD-2026:

(i) Enlisted contractors of class-III, IV and V can tender within their tendering limit for works in the region of enlisting authority only.

(ii) Enlisted contractors of class-III, IV and V by the enlisting authority of Southern Region i.e. SDG(Chennai), ADG (Kochi), ADG(Bengaluru) and ADG(Hyderabad) can only tender within their tendering limit and tendering jurisdiction i.e. Tamil Nadu, Andaman & Nicobar, Puducherry, Kerala, Karnataka, Lakshadweep, Andhra Pradesh and Telangana state of Southern Region (SR).

(iii)Further the enlisted contractors of any class shall also have to meet the other requirements of eligibility as per NIT Conditions.

2. Information and Instructions for bidders posted on website shall form part of bid document.

3. The contractor can deposit original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The contractor shall obtain the receipt of EMD from the concerned Executive Engineer (including NIT issuing EE) in the prescribed format uploaded by NIT issuing Executive Engineer. The bid document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents such as **Insurance Surety Bonds/ Account payee Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank towards EMD in favor of respective Executive Engineer, copy of receipt of original EMD and other documents specified in the press notice.**

4. 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 in the office of **the Executive Engineer, CPWD, Ananthapuram** and also can be downloaded from website **https://etender.cpwd.gov.in** or **www.cpwd.gov.in** free of cost.

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

5. But the bid can only be submitted **after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents** such as Insurance Surety Bonds, Account PayeeDemand Draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee (as prescribed) issued by a commercial bank towards **EMD in favor of Executive Engineer, Tirupati Central Division, CPWD, Tirupati,** receipt for deposition of original EMD to division office of any Executive Engineer (including NIT

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

issuing EE/AE), CPWD and other documents as specified.

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

7. The intending bidder must have valid **class-III digital signature certificate with encryption key (Combo type) to perform any operations / transactions on the e-tendering portal / Website and the bidder should download and install the e- M signer on their system as per instructions available on download section of https://etender.cpwd.gov.in**.

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

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

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

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

c) The tenderer shall quote only one overall percentage rate above or below on the designated place, which shall be applicable on both Civil and E&M components.

10. 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" (ZERO). However, if a bidder quotes nil rate, the bid shall be treated as invalid and he will not be considered as lowest bidder

a) 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.

b) It is mandatory to upload scanned copies of all the documents including GST registration. If documents are not uploaded, then bid will become invalid and shall summarily be rejected.

c) Please read para – 9 of CPWD-6 for further details.

11. Tenders with any condition including that of conditional rebates shall be rejected forthwith.

12. The Subject work is targeted for compliance with 3 Star GRIHA rating. In order to achieve these ratings, a high degree of responsibility and cooperation is necessary from the contractors. All materials and systems used in the project are intended to maximize energy efficiency for operation of Project throughout service life (substantial completion to ultimate disposition – reuse, recycling, or demolition)

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

with an emphasis on top **quality Materials** and systems are to maximize environmentally-benign construction techniques, including construction waste recycle, reusable delivery packaging, and reusability of selected materials. All vendors / contractors must adhere to best practices related to Green Buildings. Other than the general guidelines outlined here, all vendors/contractors will be furnished with a supplementary set of guidelines more specific to their nature of service/product. Nothing extra shall be paid for the same, unless specifically provided in any item.

13. This work requires engaging more than 20 nos. of labours / workers and therefore all necessary licenses such as labour license, EPFO and ESI, BOCW welfare registration etc., shall be taken by contractor within the time limits as prescribed under clause 1 of schedule 'F'

14. The Department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criteria.

15. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e., mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

16. **Any dispute arising out of this tender including dispute related to encashment of any Bank Guarantee/ FDR etc., shall be subject to the jurisdiction of courts of Andhra Pradesh State only**

1.	EMD- in the form of Insurance Surety Bonds/ Account payee Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank against EMD, as specified in Para 7 of CPWD – 6 for e - Tendering.
2.	Enlistment order of the Contractor under **Horticulture category**
3.	GST registration certificate of the State in which the works is to be taken up, 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 account of the work executed and/or for any action taken by CPWD or GST department in this regard".

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

4.	Receipt for deposition of original EMD issued from division office of any Executive Engineer (Including NIT issuing EE, CPWD) (Form–C).
5.	Declaration about site inspection **(Form 'K')**
6.	Certificate for ERP certificate of contractor or his authorized representative issued through e-LMS Portal.

17. **List of Mandatory Documents to be scanned and uploaded within the period of bid submission:**

Executive Engineer (C)
CPWD, Ananthapuram.

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

CPWD-6 for e-Tendering

Online percentage rate bids are invited on behalf of President of India from approved and **eligible contractors of CPWD (Horticulture Category)** for the work of –

"Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. ."

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. The work is estimated to Cost **Rs. 52,34,845/-.** This estimate, however, is given merely as a rough guide.

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

3. The time allowed for carrying out the work will be 12 Months from the date of start as defined in **schedule 'F'** or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

i)The site for the work is available.

ii) The main Architectural and structural drawings shall be made available in a phased manner, as per details given in Schedule – 'F'.

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

The standard publications like General Conditions of Contract, Delhi schedule of rates 2025 (for Horticulture and Landscaping), Specifications for Civil, Horticulture and Landscaping works, Delhi analysis of rates 2025 (for Horticulture and Landscaping)with amendments / correction slips up to the last date of submission of tender can be seen free of cost from the website **www.cpwd.gov.inor**www.eprocure.gov.in

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

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

6. While submitting the revised bid, contractor can revise the **consolidated percentage rate** any number of times (he need not re-enter **percentage rate** of all the **schedules or sub heads**) but before last time and date of submission of bid as notified.

7. Earnest MoneyRs. Rs. 1,04,697/- 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, Tirupati Central Division, CPWD, Tirupati**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 receiving Executive Engineer (Including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed as Form - C) uploaded by the tender inviting EE in the NIT.

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

A part of earnest money is acceptable in the form of bank guarantee also. In such cases, 50% of earnest money or Rs. 20 lakhs, 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 90 days or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.**

The bidder shall be fully responsible for applicability, validity and genuineness of such Bank guarantee.

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

But the bid can only be submitted after deposition of EMD in favour of Executive Engineer in the form prescribed in NIT and uploading the mandatory scanned documents such as receipt for deposition of EMD and other documents as specified.

The intending bidder has to fill all the details of **Banker's cheque of a Commercial Bank/ Account payee Demand Draft of a Commercial Bank/ Fixed Deposit Receipt (FDR) of a Commercial Bank/ Insurance Surety Bonds/ Bank Guarantee (for balance amount as prescribed) from a Commercial Bank against EMD** (bankers name, amount, number and date) against cost of EMD etc.

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

The amount of EMD can be paid by multiple **Banker's cheque of a Commercial Bank/ Account payee Demand Draft of a Commercial Bank/ Fixed Deposit Receipt (FDR) of a Commercial Bank/ Insurance Surety Bonds/ Bank Guarantee (for balance amount as prescribed) from a Commercial Bank against EMD,** if EMD is also acceptable in the form of Bank Guarantee.

Copy of Enlistment Order, 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 The Executive Engineer, CPWD, Ananthapuram.**

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

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

8. Pre bid conference will be held with the eligible bidders in the Office of The Executive Engineer, CPWD, Estate Office Building, CUAP campus, Janthaluru, Ananthapuram- 515701, at 11:00 hours on specified date to clear the doubts of intending bidders, if any.

Bidders shall send their queries if any before pre bid meeting latest to the Office of The Executive Engineer, CPWD, Ananthapuramu (email id: ee-atpcd@cpwd.gov.in).

Based on pre-bid meeting, addendum/ corrigendum if any will be issued and the same shall form a part of tender document.

9. The bid submitted shall become invalid if:

i) The bidder is found ineligible.

ii) **The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD in the prescribed time period.**

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

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

In case of 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

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

of Executive Engineer, 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 retendering process of the work.

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

10. The contractor, whose tender is accepted, will be required to submit an irrevocable performance guarantee at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period specified 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 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 running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in the shape of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks will be accepted for this purpose provided confirmatory advice is enclosed.

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 15 days of acceptance of the tender.

11. Site for **"Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. ."** will be made available on **"as is where is"** basis.

12. 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

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

bidders shall be responsible for arranging and maintaining, at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work. The intending bidder should submit the declaration about site inspection in **Form 'K'.**

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 bidders 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 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.

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 bid for the work shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bid. Further,

i. If any tenderer withdraws his tender or makes any modifications in the terms and conditions of the tender which is not acceptable to the department within 7days after last date of submission of bids, then the Government shall without prejudice to any

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

other right or remedy, be at liberty to forfeit **50%** of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

ii. If any tenderer withdraws his tender or makes any modifications in the terms and conditions of the tender which is not acceptable to the department after expiry of 7days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy be at liberty to forfeit **100%** of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

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

19. This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 7 days from the stipulated date of start of the work, sign the contract consisting of: -

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

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

20. For Composite Tenders

20.1 The Engineer-in-Charge of the major competent will call bids for the composite work. The cost of bid document will be fixed with respect to the combined estimated cost put to tender for the composite bid.

20.2 The bid document will include following five components:

Part A: - CPWD-6, CPWD-7 including schedule A to F for the major component (Civil) of the work, Latest Published Standard General Conditions of Contract for Construction/ maintenance/ EPC works as amended/modified up to last date of submission of tender.

Part B:- Special conditions, Particular specifications and list of preferred makes applicable to major component (Horticulture works) of the work.

Part C: -Schedule of quantities of the work.

CE/EE of major component shall also be competent authority under clause 2 & 5 for minor component as mentioned in the schedule A to F for major component.

20.3 The bidder must associate with himself, agencies of the appropriate class registered with CPWD eligible to bid for each of the specialized/minor component individually.

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

20.4 a) Tenderer shall quote the percentage rate above or below to two places of decimals only.

b) The tenderer shall quote only one over all percentage rate above or below at the designated place, which shall be applicable on both Civil and E&M components.

c) 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 entertained as lowest tenderer.

20.5 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/DDH 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, Part B, PartCand Part D of the agreement. EE/DDH in - charge of minor component(s) shall operate Part B&C along with Part A of the agreement.

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

20.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will be returned after receiving the performance guarantee.

20.8 The main contractor has enter into 'MoU' in Form "I" with his associate agency(s) for specialized/minor 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 specialized/minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-charge of specialized/minor component(s).

20.9 If the main contractor fails to associate agency/agencies for execution of specialized/minor components of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-charge at the risk and cost of the main contractor.

20.10 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 respective Engineer-in-charge/ DDH of the specialized/minor component of the agreement. The new agency/ agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge of respective discipline 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.

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

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

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

In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of contractor associated for such specialized/minor component, EE/DDH in charge of specialized/minor component shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the contractor associated for specialized/minor component as per the terms & conditions of the agreement drawn between main contractor and associate contractor fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associate contractor shall be recovered by EE of major or specialized/minor component from the next RA/final bill due to main contractor as the case may be.

20.12.1 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.

20.12.2 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.

20.12.3 It will be obligatory on the part of the tenderer to sign the tender documents for all components before the first payment is released.

21. The intending bidders are required to update their profile in CPWD e-tender portal and to upload their bids well in advance of lapse date of submission of tender. Any issue related to updating profile / uploading tender can be resolved through the concerned Executive Engineer / Assistant Engineer (Phone no 9490667017 E-mail id krnee-kcd@cpwd.gov.in or ERP help line no. 18001803286 or email 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

Executive Engineer
CPWD, Ananthapuram.
(For& on behalf of President of India)

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

FORM 'K'

DECLARATION ABOUT SITE INSPECTION

To,
The Executive Engineer
CPWD, Ananthapuram.

Name of Work: - "**Day to day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. .**"

Dear Sir,

It is hereby declared that as per CPWD–6 FOR e-BIDDING, I/ We the bidder(s) inspected and examined the subject site and its surrounding and satisfy myself / ourselves as to the nature of the ground and sub-soil (so far as is practicable), the forms and nature of the site./ ourselves before submitting the bid, the accommodation which may require and all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid have been obtained. I/We the bidder shall have full knowledge of the site and no extra charge consequent upon any misunderstanding or otherwise shall be claimed in later date.

I /We bidder shall be responsible for arranging and maintaining at 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 me/us implies that I / We have read this notice and all other contract documents and has / have made myself /ourselves aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

Yours faithfully

(Duly authorized signatory of the bidder)

Cor NIL,	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

BRIEF SCOPE OF WORK

HORTICULTURE AND LANDSCAPING

1. **Maintenance of Horticultural Areas**
The agency has to execute the day-to-day maintenance of lawns, trees, shrubs, hedges, potted plants and other horticultural/landscaped areas within the campus, as per the Schedule of Items & Agreement and applicable CPWD Specifications.

2. **Supply and Application of Horticultural Inputs**
The agency shall arrange for the timely supply and application of good earth, cattle manure, fertilizers and other necessary horticultural inputs required for the proper maintenance and upkeep of lawns, plants, trees, shrubs, hedges and other landscaped areas.

3. **Watering and Water Management**
a. The source of water shall be provided/arranged by CUAP/CPWD. However, the agency shall make its own arrangements for operating the existing pumping systems for drawing/collecting water from available sources such as raw water sumps, STP, bore wells, etc., located within the CUAP campus.

b. Most of the developed horticultural areas within the CUAP campus are connected through pipelines/drip irrigation systems. Wherever such pipelines or watering facilities are not available or are not located in the vicinity of the required watering areas, the agency shall transport and supply water through its own water tanker(s) or by any other suitable means to ensure timely and adequate watering of lawns, plants, trees and other horticultural areas.

c. No extra payment shall be admissible for transportation of water through tankers or other means within the campus. Keeping/providing adequate water tanker(s) within the campus by the agency shall be a **mandatory requirement under T&P (Tools & Plants)**. No separate claim in this regard shall be entertained.

d. Since Source of water shall generally be provided by CUAP/CPWD with in the campus, water charges at the rate of **1% shall be recovered from the Running Account (RA) bills/final bill**, as applicable under the Agreement.

e. In the event that CUAP/CPWD is unable to make any water source available within the campus, the agency, with the prior permission of the Engineer-in-Charge, shall arrange water from outside the campus. Necessary extra payment for such externally arranged water shall be made as per the terms and conditions of the Agreement.

f. Overall water management, including ensuring adequate, timely and regular/ daily watering of all plants, lawns, trees and other horticultural areas, shall be the responsibility of the agency. In the event of death/damage of any plant or tree attributable to inadequate or non-availability of watering due to the agency's failure, the agency shall be responsible for necessary replantation/replacement and/or recovery of the associated cost, as determined by the Engineer-in-Charge and in accordance with the Agreement.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

4. Tools, Plants and Equipment (T&P)

The agency shall arrange and maintain all necessary Tools & Plants, machinery and equipment required for efficient execution of day-to-day horticulture and landscaping works. These shall include, but shall not be limited to, lawn mowers, water tanker(s), pruning machines, hedge trimmers, gardening tools and other necessary equipment required for proper maintenance and upkeep of the campus landscaping.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

(Form – C)

Receipt of deposition of original EMD

(Receipt No……../ date……)

---

1. **Name of work: Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. .**

2. **NIT No.** **: 04/e-tender/ EE (C)/ATPCD/2026-27**

3. **Estimated Cost** **: Rs. 52,34,845/-**

4. **Amount of Earnest Money Deposit** **: Rs. 1,04,697/-**

5. **Last date of submission of bid** **: up to 16:00 hours on 09.11.2026**

(to be filled by EMD receiving EE or NIT issuing EE, AS the case may be- #)

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/AAO)
Along with Office Stamp.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

C.P.W.D – 7

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE : Andhra Pradesh **ZONE: CE, Vijayawada**

BRANCH :B& R **Division: EE, Ananthapuram**

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Name of Work:

Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. .

(i) To be uploaded on line by 16:00 hours on 09.11.2026 through website https://etender.cpwd.gov.in or www.cpwd.gov.in

(ii) To be opened ON- LINE in presence of tenderers who may be present at 16.30 hours on **09.11.2026** in the office of O/o Executive Engineer, CPWD, Ananthapuram.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

T E N D E R

I / We have read and examined the notice inviting tender, schedule, A, B, &C, 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 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.

I/ We agree to keep the tender open for Thirty (30) days from the date of opening of bid.

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

A copy of earnest money deposit receipt in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, I / We shall be suspended for one year and shall not be eligible to bid for CPWD tenders from date of issue of suspension order. 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

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

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

Dated _____ Signatures of Contractor
Postal Address

Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs……
(Rupees……)

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

(a)

(b)

(c)

For & on behalf of President of India

Signatures: …….

Dated: ** Designation: **

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

PROFORMA OF SCHEDULES A to F

SCHEDULE 'A'

Schedule of Quantities : **Part C – 83- 87**

Estimated Cost Put to Tender : **Rs. 52,34,845/-**

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any- Part B- 32- 82

a. Conditions for Horticulture work , General terms & conditions, General Conditions (Horticulture), Additional Conditions, Conditions of Horticulture works, Special conditions etc.

SCHEDULE 'E'

Reference to General Conditions of contract: **GCC 2023 for Maintenance Works** as amended/modified up to last date of submission of tender.

Name of Work: **Day to Day Maintenance of Horticulture and landscaping developments in the new campus of Central University of Andhra Pradesh at Janthaluru, Ananthapuramu, Andhra Pradesh. .**

Estimated Cost Put to Tender : **Rs. 52,34,845/-**

(i) Earnest money : **Rs. 1,04,697/-(**To be returned after receiving Performance Guarantee).

(ii) Performance Guarantee :

a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) whichever is higher).

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

(iii) Security Deposits : 2.5%of tendered / accepted value.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

SCHEDULE 'F'- General Rules & Directions:

Officer inviting tender:	:	**Executive Engineer (C), CPWD, Ananthapuram.**
Definitions		
2(v) Engineer-in-Charge	:	**Executive Engineer (C), CPWD, Ananthapuram or his successor thereof.**
2(viii) Accepting Authority	:	**Chief Engineer, CPWD, Vijayawada or his successor thereof.**
2(x) Percentage on cost of materials and labour to cover all overheads and profits.	:	**15% (7.5% for Profits + 7.5% for overheads)**
2(xi) Standard schedule of Rates	:	**Delhi Schedule of Rates 2025 for Horticulture and Landscaping component**
2(xii) Department	:	**Central Public Works Department.**
9(ii) Standard CPWD contract Form GCC 2020, CPWD-7 as modified & corrected up to	:	**GCC-2023 for Maintenance works & CPWD - 7 as amended/ modified up to last date of submission of e-tender.**
Clause I		
(i) Time allowed for submission of performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance.	:	**7 days.**
(ii) Maximum allowable extension with late fee at 0.1% per day of performance Guarantee amount beyond the period as provided in (i) above	:	**5 days.**
Clause 2		
Authority for fixing compensation under clause-2.	:	**Chief Engineer, CPWD, Vijayawada or his successor thereof.**
Clause 2A Whether clause 2A shall be applicable	:	Not Applicable
Clause 5		
Number of days from the date of issue of letter of acceptance for reckoning date of start	:	**7days or date of handing over the site whichever is later**

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

Authority to decide:			
i)	Extension of Time	:	**Executive Engineer (C) , CPWD, Ananthapuram o**r his successor thereof with prior approval of the Chief Engineer, CPWD, Vijayawada.
ii)	Rescheduling of Mile stones	:	Not Applicable
iii)	Shifting the date of start in case of delay in handing over of site	:	Chief Engineer, CPWD, Vijayawada or his successor thereof.
	Time allowed for execution of work		12 months
Clause 5.2- Documentation of Hindrances- ERP			

1. The contractor has to first register himself through a registration form, available on CPWD website under 'Contractors Login' tab. After registration, User ID and password will be automatically generated and sent on his registered mobile and email ID. Using this User ID and Password he can access the module and view all the works which are being carried out by him in CPWD and he can register the hindrance against any particular work. After recording the hindrance by the contractor, it will be visible to all concerned officers (JE and above) of that work. An alert through text message and email will be sent to EE.

2. Executive Engineer will first assign the work to the JEs/AEs who will give their comments on the hindrance within 2 days. After that Executive Engineer of the work will have to take appropriate action on the hindrance within 2 days. The comments of JEs/AEs will not be visible to contractor, only the decision of the Executive Engineer on the hindrance will be visible to contractor under "Decision of the Engineer-in-charge."

Clause 5.4 Recovery per day for delay in submission of revised programme	:	**Rs.10,000/- per each day**
Clause 6: Computerized Measure Book (CMB) / Electronic Measurement Book (EMB) (a) Mode of Measurement: (b) Measurements to be recorded	:	**CMB** **By contractor**
Clause 7 Gross work to be done together with net Payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment	:	**5 lakhs.**
Clause 7A **Whether clause 7A shall be applicable:**		

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

A) No Running Account Bill shall be paid for the work till the applicable labour licenses, registration of contractor 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. Documents of deposition of EPF and ESI deductions in the employees accounts up to previous month. 4. 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. 5. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in Charge. (c) ln case, any of the documents submitted by the contractor is found false/forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned	:	Yes.
Clause 7B **Whether clause 7B shall be applicable:**	:	Yes.
Clause 8A **Authority to decide compensation on account if contractor fails to submit completion plans**	:	Chief Engineer, CPWD, Vijayawada or his Successor thereof
Clause 10A **List of testing equipment to be provided by the contractor at site lab.**	:	**Not Applicable**
Clause 10 B(ii) Whether clause 10-B (ii) shall be applicable	:	Applicable
Clause 10C **Component of Labour expressed as percent of value of work.**	: :	**Not Applicable**
Clause 10 CA	:	**Provision not applicable in this contract**
Clause 10CC	:	**Not Applicable**
Clause 11 **Specifications to be followed for execution of work**	:	**DSR 2025 (Horticulture & Landscaping)** of words upto date correction slips
Clause 12 **Type of work:**	:	Maintenance work. The Completion of Cost including extra items, deviations and admissible escalation shall, in no case,

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

		exceed 1.50 times the contract amount. Contractor has to devise a system to keep a watch on quantum of work taken up vis-à-vis balance items required to complete defined scope of work and will give the alerts to Engineer-In-Charge before taking up extra items, deviations. If completion cost exceeds 1.25 times tendered amount, prior approval to be taken from competent authority before execution beyond 1.25 times of tendered amount and total project cost inclusive of all deviations, Extra items together should not exceed 1.50 times the tendered amount. **Work executed beyond 1.50 times will neither be recorded nor be paid.**
Clause 12.3 Deviation limit beyond which clauses 12.2& 12.3 shall apply.	:	Unlimited (For individual items) All deviated quantities shall be paid at agreement rates
Clause 12.5 Cost Index	:	Latest available cost index at the time of beginning of execution of extra items (s) shall be used in sub clause 12.2(a) and 12.2(b) for calculation of rate of extra item (S)
Clause 12.6 Labour rates	:	Labour rates will be based on latest available circular issued by central Govt./ State govt Whichever are higher as well as applicable for the work
Clause 16 Competent authority for deciding the reduced rates	:	Chief Engineer, CPWD, Vijayawada or his Successor thereof
Clause 18 List of mandatory machinery, tools & plants to be deployed by the contractor at site	:	T&P and machinery required as directed by the Engineer-in-charge.

Clause -19C:-	Authority to decide penalty for each default	:	Executive Engineer (C), CPWD, **Ananthapuram**
Clause -19D: -	Authority to decide penalty for each default	:	Executive Engineer (C), CPWD, **Ananthapuram**
Clause -19G: -	Authority to decide penalty for each default	:	Chief Engineer, CPWD, Vijayawada

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

Clause -19K: - Authority to decide penalty for each default : i. Chief Engineer, CPWD, Vijayawada

: ii. Rs.1000/- per tradesman per day

Clause 25

i. Conciliator for settlement of Disputes	Additional Director General, Region Hyderabad, CPWD, Hyderabad or his successor thereof.
ii. Arbitrator Appointment Authority	Chief Engineer, CPWD, Vijayawada or his Successor thereof

Place of Conciliation: Hyderabad

Clause 32: Requirement of Technical Representative(s) and recovery rates

Sl. No.	Requirement of Technical Staff		Minimum experience (Years)	Designation of technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32
	Qualification	Number (of Major/ Minor Component)			
1	B.Sc Graduate Or Diploma in Horticulturte	**1**	2 or 5 respectively	Project Manager cum Planning / quality / site/billing Engineer	Rs. 25,000/- per month per person.

Assistant Engineers/ AD (H) retired from Government services those are holding Diploma will be treated at par with Graduate Engineers.

Diploma holders 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.

Clause 38

(i) (a) Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2021 printed by C.P.W.D. with correction slips up to the last date of submission of bids.

(ii) Variations permissible on theoretical quantities.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P)	EE(C)

(a)	Cement for works with estimated cost put to tender more than 25 lakhs	: **2**% plus/minus
(b)	Bitumen for all works	: **2.5**% plus only & nil on minus Side
(c)	Steel Reinforcement and structural steel sections for each diameter, Section and category	: **2**% plus/minus
(d)	All other materials	: Nil

Executive Engineer (C)
CPWD, Ananthapuram

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

Annexure I

On Non – Judicial stamp paper of minimum Rs. 100/-

Form for Bank Guarantee for Earnest Money Deposit/Performance Guarantee / Security Deposit / Mobilization Advance / for release of amount withheld for Milestones

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

   ** or **

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

2. We, ……. (Indicate the name of the bank) …… (hereinafter referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. …….. (Rupees ……. Only) on demand by the Government within 10 days of the demand.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

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 amount 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 dispute 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 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 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 debater 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.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	

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

Date …….

Witness:

1. Signature …….. Authorized signatory
   Name and address Name
   Designation
   Staff Code no.

2. Signature …….. Bank Seal
   Name and Address

Note:

1. *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.

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

3. The Bank Guarantee shall be drawn on non-judicial stamp paper of minimum Rs.100.

Cor NIL	Ins NIL
Omi NIL	Ovw NIL
AE(P) EE(C)	