

I N D E X

Name of work & Location		Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).
Sl.No.	Description	Page
	Index Page	1
	PART-A	2-18
1	Information and instructions for bidders for e-tendering forming part of bid document	3-4
2	Proforma for Receipt of deposition of original EMD	5
3	CPWD – 6 for e-Tendering	6-10
4	CPWD – 7	11-12
5	Acceptance	13
6	Proforma of Schedules	14-18
	PART-B	19-38
7	Special Condition	20
	Guarantee bonds:	
8	Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee / Security Deposit/Mobilization Advance	21-22
9	AFFIDAVIT (ANNEXURE-I)	23
10	Schedule of quantities	24

N.I.T. amounting to Rs. 4,91,061/- (Rupees Four Lakh Ninety One Thousand and Sixty One Only) is approved.

[Certified that this N.I.T. contains 24 (Twenty-Four) pages only].

Assistant Engineer
Gorakhpur Sub Division-II
CPWD, Gorakhpur

INSERTION (I)	Nil	
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

AE-GSD-II

PART-A

INSERTION (I)	<i>Nil</i>	
CORRECTION (C)	<i>Nil</i>	
OMISSION (O)	<i>Nil</i>	

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR

E-TENDERING FORMING PART OF BID DOCUMENT

The Assistant Engineer, Gorakhpur Sub Division-II, CPWD, Gorakhpur on behalf of President of India invites online **Percentage** rate tenders from approved and eligible contractors of CPWD for the following work:

	NIT No.	Name of Work & location	Estimated Cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of tender	Time & date of opening of tender
1	2	3	4	5	6	7	8
	17/EE-GKP/2026-27/07/AE/GSDII/2026-27	Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).	Rs. 4,91,061/-	Rs. 9,821/-	5 Months	Up to 15:00 Hrs. on 27.08.2026	At 15:30 Hrs. on 27.08.2026

- 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.
- Information and Instructions for bidders posted on website shall form part of bid document.
- 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 on <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
- But the bid can only be submitted after depositing of original EMD either in the office of Assistant 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) 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 Scheduled Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer, CPWD and other documents as specified.

INSERTION (I)	Nil	AE-GSD-II
CORRECTION I	Nil	
OMISSION (O)	Nil	

5. Those contractors not registered or have not updated their profiles on the website mentioned above, are required to get registered/ update their profiles beforehand. The necessary training materials including the videos with step-to-step process are available on download section of <https://etender.cpwd.gov.in>.
6. The intending bidder must have valid Class-III digital signature certificate **with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMSigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.**
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 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.

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:

- I. Fixed deposit receipt of a commercial bank/ Account Payee demand draft of a commercial bank/ banker's cheque of a commercial bank/ Insurance security Bonds/ or Bank guarantee issued by commercial bank as earnest money.
- II. Copy of receipt for deposition of original EMD (drawn in favour of **Executive Engineer, Lucknow Central Division-1, CPWD, Lucknow** issued from division office of any Executive Engineer, CPWD (including NIT issuing EE) as per Annexure-I.
- III. Enlistment Order of the Contractor in Composite Category.
- IV. (A) GST Registration Certificate, if already obtained by the bidder.
'or'
(B) Undertaking: If the bidder has not obtained GST registration, as applicable, then he shall scan and upload following undertaking along with the bid documents:
"If the 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 a/c of the work executed and / or for any action taken by CPWD or GST department in this regard.
- V. Copy of PAN card of the bidder.

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No.#..... / Date#.....)

1. Name of Work: **Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).**
2. NIT No.: **17/EE-GKP/2026-27/07/AE/GSDII/2026-27**
3. Estimated Cost: **Rs. 4,91,061/-**
4. Amount of Earnest Money Deposit: **Rs. 9,821/- (drawn in favour of Executive Engineer, Lucknow Central Division-1, CPWD, Lucknow)**
5. Last date & Time of submission of Bid: **27.08.2026 up to 15:00 Hrs.**

Name of Contractor:#

1. Form of EMD#

2. Amount of Earnest Money Deposit#

3. Date of submission of EMD#

Signature, Name and Designation of EMD receiving officer
(EE/AE(P)/AAO) along with Officer stamp

To be filled by EMD receiving EE.

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
CPWD-6 FOR E- TENDERING**

E-TENDERING

1. Percentage rate bid are invited on behalf of President of India from approved and eligible contractors of CPWD for the work of **Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur)**. The enlistment of the contractors should be valid on the last date of submission of bids. In case the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of bids.

The work is estimated to cost Rs. 4,91,061/- (**Rupees Five Lakh One Hundred Fifty Five Only**). This estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful bidders on prescribed **Form No. CPWD-7** (or other Standard Form as mentioned) which is available as a Govt. of India 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 **5 (Five) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid 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 <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

INSERTION (I)	Nil	AE-GSD-II
CORRECTION I	Nil	
OMISSION (O)	Nil	

- 8- When bids are invited in three stage systems 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 Fixed deposit receipt of a commercial bank/ Account Payee demand draft of a commercial bank/ banker's cheque of a commercial bank/ Insurance security Bonds/ or Bank guarantee issued by commercial bank **(drawn in favour of Executive Engineer, Lucknow Central Division-1, CPWD, Lucknow)** 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 Assistant 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) uploaded by the tender inviting AE 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 (EM) is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 lacs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any commercial bank. The Bank Guarantee submitted as a part of Earnest Money is to be valid for a period of 90 days for single bid works and 180 days for two bid system or more from the date of submission of the tender.

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

The bid submitted shall be opened at **15.30 Hrs. on 27.08.2026.**

The bid submitted shall become invalid, shall summarily be rejected and e-Tender processing fee shall not be refunded if:

- (i) *The bidder is found ineligible.*
- (ii) *The bidder does not deposit original EMD drawn in favor of Executive Engineer, Lucknow Central Division-1, CPWD, Lucknow with division office of any Executive Engineer, CPWD or Assistant Engineer inviting bids.*
- (iii) *The bidder does not upload receipt of deposition of original EMD as per Annexure-I.*
- (iv) *The bidder does not upload scanned copies of all the documents stipulated in the bid document.*
- (v) *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.*
- (vi) *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.*

INSERTION (I)	Nil	AE-GSD-II
CORRECTION I	Nil	
OMISSION (O)	Nil	

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

INSERTION (I)	Nil	AE-GSD-II
CORRECTION I	Nil	
OMISSION (O)	Nil	

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 Gazette 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 previous 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 works shall remain open for acceptance for a period of **Thirty (30) days** from the date of opening of bids/Forty Five days from the date of opening of financial bid in case bids are invited on 2/3 bid system (strike out as the case may be) if any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then 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 bidders shall not be allowed to participate in the re-bidding process of the 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 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting Tender, all the documents including additional conditions, particular specifications and drawings, if any, forming part of the tender as uploaded at the time of invitation of tender and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard **C.P.W.D. Form-7** or other Standard C.P.W.D. Form as applicable.

20. For Composite Bids

- 20.1.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and 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 for Maintenance work as amended/modified up to the previous day of last date of submission of tender.

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

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

Part C:- Schedule A to F for minor component of the work. (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), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

- 20.1.3 The bidders must associate himself, with agencies of the appropriate class eligible to bid for each of the minor component individually.
- 20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of 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 agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s). EE of major component will operate **Part A** and **Part B** of the agreement. EE/DDH in charge of minor component(s) shall operate **Part C** along with **Part A** of the agreement.
- 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 works.
- 20.1.8 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 major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-charge of the discipline of minor component directly to the main contractor.
- 20.1.12A. 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.
- 20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

CPWD-7

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE	U.P.	ZONE	Lucknow
BRANCH	B&R	DIVISION	Gorakhpur Division
REGION	Lucknow	SUB-DIVISION	GSD-II

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

- (A) Tender for the work of: **Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).**

(Time)

(Date)

- (i) To be uploaded by **15:00** hours on **27.08.2026** at <https://etender.cpwd.gov.in>

- (ii) To be opened in presence of tenderers who may be present at **15:30 hours** on **27.08.2026** in the office of the [Assistant Engineer, Gorakhpur Sub Division-II, C.P.W.D., Gorakhpur](#)

TENDER

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

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

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

*A sum of **Rs. 9,821/-** is hereby, forwarded in receipt Treasury Challan/Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank/bank guarantee issued by scheduled bank as earnest money.*

If I/We, fail to furnish the prescribed performance guarantee or fail to commence the work 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 EMD absolutely. Further, if I/We fail to commence work as specified, I/We agree

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

		CPWD
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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 EMD and performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and 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 myself / our self becoming liable for action as per my/our forfeiture of EMD or forfeiture of both EMD & 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 EMD & Performance Guarantee.

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

Dated

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

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 the President of India

Signature _____

Dated _____

Designation _____

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

PROFORMA OF SCHEDULES

PROFORMA OF SCHEDULES

(Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders) (Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of Quantities (as per PWD-3) : **Page - 24**

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract- GCC- 2023 for Maintenance work as amended/modified up to day previous to the last date of submission of bids.

Name of Work:	Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).
Estimated cost of the work:	Rs. 4,91,061/-
Earnest Money Deposit and performance guarantee in favour of Executive Engineer, Lucknow Central Division-1, CPWD, Lucknow	
(i) Earnest money	Rs. 9,821/- (to be returned after receiving performance guarantee)
(ii) Performance Guarantee	Performance Guarantee: (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
(iii) Security Deposit	2.5% of the accepted tendered value of the work

INSERTION (I)	Nil	
CORRECTION I	Nil	
OMISSION (O)	Nil	

AE-GSD-II

SCHEDULE 'F'**General rules and directions:**

Officer inviting tender	Assistant Engineer, Gorakhpur Sub Division-II, C.P.W.D., Gorakhpur.
Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with Clause 12.2.& 12.3	See at appropriate clause under definitions.

Definitions:2(v) **Engineer-in-Charge**

For Civil items of work

Assistant Engineer, Gorakhpur Sub Division-II, C.P.W.D., Gorakhpur.

2(viii) **Accepting Authority**

Assistant Engineer, Gorakhpur Sub Division-II, C.P.W.D., Gorakhpur.

2(x) Percentage on cost of materials and labour to cover all overheads and profits 7.5%

2(xi) **Standard Schedule of Rates:**

Civil Items of Work:

D.S.R. 2023 with correction slips up to last date of submission of tender.

Electrical Items of Work:

NA.

2(xii)	Department:	Central Public Works Department
9(ii)	Standard CPWD contract Form:	GCC maintenance works 2023, CPWD form-7 as modified & corrected upto last date of submission of tender

Clause 1

- i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance 07 Days
- ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period as provided in (i) above 03 Days

INSERTION (I)	Nil	
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

AE-GSD-II

Clause 2 Authority for fixing Compensation under Clause 2 **Chief Engineer, Lucknow, CPWD, Lucknow. Or successor thereof**

Clause 2 A Whether Clause 2A shall be applicable **No**

Clause 5 i) Number of days from the date of issue of letter of acceptance for reckoning date of start **10 Days**

Mile Stone/Bar Chart (s)- **N.A.**

Time allowed for execution of work **5 (Five) Months**

Authority to decide	Extension of time	Assistant Engineer, Gorakhpur Sub Division-II, C.P.W.D., Gorakhpur.
	Rescheduling of mile stone	NA
	Shifting of date of start in case of delay in handing over of site	NA

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.	Not Applicable
Clause 7A	Whether Clause 7A shall be applicable	Applicable
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.	Not Applicable
Clause 10 C	Component of labour expressed as percentage of value of work	Not Applicable
Clause 10 CC		Not Applicable

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

Clause 11	Specification to be followed for execution of work:	
For Civil items of work	CPWD Specifications 2019 Vol. 1 and Vol. 2 with up to date correction slips. (Hereinafter called CPWD specifications also)	
Clause 12	Nature of Work	Maintenance Work.
	Authority to decide deviation up to 1.25 times of tendered amount	Executive Engineer, Gorakhpur, CPWD, Gorakhpur. Or successor thereof
	Authority to decide deviation up to 1.25 times to 1.50 times of tendered amount	Chief Engineer, Lucknow, CPWD, Lucknow. Or successor thereof
	Authority to decide deviation up to 1.50 times to 2.00 times of tendered amount	ADG, Lucknow, CPWD, Lucknow. Or successor thereof
Clause 12.2		Applicable
Clause 12.3		Applicable (i.e., all the deviated quantities, shall be paid at agreement rates).
Clause 12.5		Applicable
Clause 16	Competent Authority for Deciding reduced rates:	
	For Civil items of work	Chief Engineer, Lucknow, CPWD, Lucknow.
Clause 18	List of mandatory machinery, tools & plants to be deployed by the contractor at site	NA.
Clause 19C	Authority to decide penalty for each default	Assistant Engineer Gorakhpur Sub Division-II C.P.W.D., Gorakhpur., Or successor thereof.
Clause 19D	Authority to decide penalty for each default	Assistant Engineer Gorakhpur Sub Division-II C.P.W.D., Gorakhpur., Or successor thereof.
Clause 19G	Authority to decide penalty for each default	Assistant Engineer Gorakhpur Sub Division-II C.P.W.D., Gorakhpur., Or successor thereof.
Clause 19K	Authority to decide penalty for each default	Assistant Engineer Gorakhpur Sub Division-II C.P.W.D., Gorakhpur., Or successor thereof.
Clause 25	Constitution of Dispute Redressal Committee (DRC)	As approved by ADG, Lucknow or successor thereof

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

Clause 32	Requirement of Technical Representative(s) and Recovery Rate:			Applicable	
000	Requirement of Technical Qualification	Number (of Major + Minor component)	Minimum experience (Year)	Designation Technical staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
-	-	-	-	-	-
Clause 38					
i)	Schedule/ statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 printed by CPWD			D.S.R. 2023	
ii)	Variations permissible on theoretical quantities				

a)	Cement for works with estimated cost put to tender not more than Rs. 25 lakhs.	3% plus/minus
	For works with estimated cost put to Tender is more than Rs. 25 lakhs	2% plus/minus
b)	Bitumen all works	2.5% plus only & nil on minus side.
c)	Steel reinforcement and structural steel Sections for diameter, section and category.	2% plus/minus.
d)	All other materials	Nil

**Assistant Engineer
Gorakhpur Sub Division-II**

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

PART-B

INSERTION (I)	<i>Nil</i>	AE-GSD-II
CORRECTION (C)	<i>Nil</i>	
OMISSION (O)	<i>Nil</i>	

Special Conditions

1. The work shall be carried out as per direction of Engineer-in-charge.
2. The requirement of manpower services is purely temporary and the persons deployed by agency shall be treated as employees of agency only. No claim submitted by the staff for permanent absorption in department on the place of working /engaged on govt. duty shall be entertained.
3. The contractor has to pay at least minimum wages prescribed by the Government as per the category mentioned below and have to deposit EPF, ESIC contribution as per the regulations;
Computer Operator :01 Highly Skilled
MTS/Sewer man/Sweeper/Mali : 03 Unskilled
The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
4. The desired qualifications of manpower is as below;
Computer Operator: Shall have passed 10+2 or 3 years diploma after 10th or Graduate and shall have knowledge of operating computer systems, working in MS Word, MS Excel, MS Power point, compiling emails, typing in Hindi and English with at least speed of 40 words per minutes.
MTS/Sewer man/Sweeper/Mali: Shall have basic knowledge of Hindi reading and shall have working experience.
5. No engaged worker/staff shall be replaced by the contractor without pre-intimation of department. Engineer-in-Charge shall have right to reject any person if his/her services are not found satisfactory and contractor shall have to replace that person immediately.
6. The department shall not be responsible for conduct of person deployed for services. Contractor shall have to submit police verification of persons deployed for services if asked by the Engineer-in-Charge to ascertain the clean background of the person.
7. The working days shall be from Monday to Saturday on all working day between 9:30 AM to 5:30 PM to the entire satisfaction of Engineer-in-charge. In case of unauthorized absence of any worker, a penalty **@ Rs. 700/- per day for computer operator and Rs. 500/- per day for Peon/Dak runner** shall be deducted from the bill of the contractor and the measurement for the day shall be treated as Zero for that particular person.
8. Wages (Not less than Minimum wages as notified by Ministry of labour & employment, Govt. of India on time to time) due to every worker/staff shall be paid to him directly by contractor through Cheque, RTGS, ECS or online transfer in Bank account of all the workers.
9. Payment shall be made upto 7th of every month for the previous month. If agency does not follow this then Rs. 200 per day shall be recovered for each worker/staff from bill. The agency must provide all relevant document related to wages of workers.
10. The department shall have full right for reducing the scope of work or discontinuing any of the service at any time. The decision of Engineer-in-charge on all conditions shall be final and binding to contractor.
11. The contract can be terminated any time given one week notice if any deficiency in service is found and department shall not be bound to continue contract for stipulated period.
12. The deployed staff can be replaced by the agency only with the consent of Engineer-in-Charge. The decision of Engineer-in-charge shall be final and binding.
13. The agency shall quote rates inclusive of all taxes including GST.
14. The Income Tax and other statutory taxes shall be deducted from each bill.

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

On non-judicial stamp paper of minimum Rs. 100

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

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

Or

Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of contractor) (hereinafter called "the contractor") for execution of work (name of the 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.

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|--|--|
| 1. Signature.....
Name and address | Authorized signatory
Name
Designation
Staff code no.
Bank seal |
| 2. Signature
Name and address | |

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

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

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

ANNEXURE**AFFIDAVIT**

I/ we have submitted a bank guarantee for the work (Name of work) Agreement Nodated

From..... (Name of bank with full address)

to the Executive Engineer (Name of division) with a view to seek exemption from payment of security deposit / performance guarantee / guarantee money for work in cash. This bank guarantee expires on.....

I /we undertaken to keep the validity of the bank guarantee intact by getting it extended from time to time at my/ our own initiative up to a period Months after the recorded date of completion of the work or as directed by the Engineer-in-charge.

i/we also indemnify the government against any losses arising out of..... non encashment of the bank guarantee if any Deponent

Signature of contractor

The affidavit is to be given by the executants before a first-class Magistrate.

INSERTION (I)	Nil	AE-GSD-II
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

		CPWD
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SCHEDULE OF WORKS

Name of Work: Providing services of Manpower for Gorakhpur Division and Gorakhpur Sub Division-II, CPWD, Gorakhpur (Ch. To. Contingencies of work under Executive Engineer, CPWD, Gorakhpur).

Item No.	Description of items	Quantity	Unit	Rate	Amount
1	Providing services of computer operator for uploading/downloading various data from internet, CPWD programme like E- Sewa, E- tendering, PIMS, WBPMS, Online Sugamya Bharat Report, Online Hindi Pragati Report, Online Land reporting system report, Online Rain water harvesting system report, PFMS, E-MB, Bhavishya, LIMBS, Preparing NIT, NIQ, Estimate, Justification etc. and Hindi, English Letter typing works, Monthly returns & e-mail etc. in Highly category in the O/o EE,CPWD, Gorakhpur as per entire satisfaction and direction of Engineer-in-charge:- (Note:- One job will be counted for the services provided for one complete calendar month by one person on all working days from 9:30 AM to 5:30 PM for the purpose of payment).	5.00	Per month	33,577.00	1,67,885.00
2	Providing services for Peon/DAK runner and other miscellaneous works in the O/o EE, Gorakhpur and O/o Assistant Engineer, GSD-II, CPWD, Gorakhpur (Note:- One job will be counted for the services provided for one complete calendar month by one person on all working days from 9:30 AM to 5:30 PM for the purpose of payment).	14.00	Per month	23,084.00	3,23,176.00

Total Rs. 4,91,061.00

**Assistant Engineer
Gorakhpur Sub Division-II
CPWD, Gorakhpur**

INSERTION (I)	Nil	
CORRECTION (C)	Nil	
OMISSION (O)	Nil	

AE-GSD-II