



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/CON/297

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAVAN, NEW DELHI

DATED: 04.09.2017

Sub: Amendment in General Conditions of Contract 2014- Clauses 2, 3, 5, 7, 8, 9, 10, 13 and 25

Certain proposals to amend the CPWD General Conditions of Contract 7/8 2014 so as to bring these in alignment with the law and make the provisions more equitable and efficient were recommended by the Committee. These proposals were circulated on the CPWD website for feedback and consequently, the following provisions of CPWD General Conditions of Contract 7/8 2014 are amended as under:-

By virtue of these changes relevant provisions under CPWD Works Manual would require corrections/modifications for which necessary OM will be issued separately.

Sl. No.	Existing Provision	Modified Provision
1.	CONDITIONS OF CONTRACT 2 (x) Market Rate ... profits.	CONDITIONS OF CONTRACT 2 (x) Market Rate ... profits. Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.
2.	CLAUSE 2 If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified. (i) Compensation @ 1.5% per month c	CLAUSE 2 If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or justified extended date of completion as per clause 5 (excluding any extension under Clause 5.5) as well as any extension granted under clauses 12 and 15 , he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as compensation the amount calculated at the rates stipulated below as the authority specified in schedule 'F' may decide on the amount of Tendered Value of the work for every completed day/month (as determined) that the progress remains below that specified in Clause 5 or that the work remains incomplete. (i) Compensation @ 1% per month of

	for delay of work delay to be compute on per day basis	for delay of work delay to be computed on per day basis
	<p>Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.</p>	<p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10 % of the Tendered Value of work or of the Tendered Value of the Sectional part of work as mentioned in Schedule 'F' for which a separate period of completion is originally given.</p> <p>In case no compensation has been decided by the authority in Schedule 'F' during the progress of work, this shall be no waiver of right to levy compensation by the said authority if the work remains incomplete on final justified extended date of completion. If the Engineer in Charge decides to give further extension of time allowing performance of work beyond the justified extended date, the contractor shall be liable to pay compensation for such extended period. If any variation in amount of contract takes place during such extended period beyond justified extended date and the contractor becomes entitled to additional time under clause 12, the net period for such variation shall be accounted for while deciding the period for levy of compensation. However, during such further extended period beyond the justified extended period, if any delay occurs by events under sub clause 5.2, the contractor shall be liable to pay compensation for such delay.</p> <p>Provided that compensation during the progress of work before the justified extended date of completion for delay under this clause shall be for non-achievement of sectional completion or part handing over of work on stipulated/justified extended date for such part work or if delay affects any other works/services. This is without prejudice to right of action by the Engineer in Charge under clause 3 for delay in performance and claim of compensation under that clause.</p> <p>In case action under clause 2 has not been finalized and the work has been determined under clause 3, the right of action under this clause shall remain post determination of contract but levy of compensation shall be for days the progress is behind the schedule on date of determination, as assessed by the authority in Schedule F, after due</p>

	<p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>	<p>consideration of justified extension. The compensation for delay, if not decided before the determination of contract, shall be decided after of determination of contract.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in schedule F, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied as above. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.</p>
3.	<p>CLAUSE 2A</p> <p>In case, the contractor completes the work ahead of updated stipulated date of completion considering the effect of extra work (to be calculated on pro-rata basis as cost of extra work X stipulated period/tendered cost), a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.</p>	<p>CLAUSE 2A</p> <p>In case, the contractor completes the work ahead of stipulated date of completion or justified extended date of completion as determined under clauses 5.3, 12 & 15, a bonus @ 1% (one per cent) of the tendered value per month computed on per day basis, shall be payable to the contractor, subject to a maximum limit of 5% (five per cent) of the tendered value. Provided that justified time for extra work shall be calculated on pro-rata basis as cost of extra work X stipulated period /tendered value. The amount of bonus, if payable, shall be paid along with final bill after completion of work. Provided always that provision of the Clause 2A shall be applicable only when so provided in 'Schedule F'.</p>
4.	<p>CLAUSE 3</p> <p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or</p>	<p>CLAUSE 3</p> <p>Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or</p>

<p>otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <p>(i) If the ... thereafter.</p> <p>(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</p> <p>(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.</p> <p>(iv) to (x)</p> <p>(xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:</p>	<p>otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p> <p>(i) No change.</p> <p>(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</p> <p>(iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.</p> <p><i>No change.</i></p> <p>(xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the President of India shall have powers:</p>
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	<p>(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>	<p>(a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government</p> <p>(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
5.	<p>CLAUSE 3A</p> <p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall</p>	<p>CLAUSE 3A</p> <p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limits :</p>

	<p>be refunded within following time limits :</p> <p>(i) If the Tendered value of work is up to Rs. 45 lac : 15 days.</p> <p>(ii) If the Tendered value of work is more than Rs. 45 lac and up to Rs. 2.5 Crore : 21 days.</p> <p>(iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.</p> <p>If Performance Guarantee is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on Performance Guarantee amount to the contractor from the date of expiry of prescribed time limit.</p> <p>A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered amount subject to maximum limit of Rs. 10 lacs.</p>	<p>(i) If the Tendered value of work is up to Rs. 45 lac : 15 days.</p> <p>(ii) If the Tendered value of work is more than 45 lac and up to Rs. 2.5 Crore : 21 days.</p> <p>(iii) If the Tendered value of work exceeds Rs. 2.5 Crore : 30 days.</p> <p>Deleted</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
6.	<p>CLAUSE 5</p> <p>The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.</p>	<p>CLAUSE 5</p> <p>The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. However, the handing over of site by the Engineer in Charge, in full or in part (if so provided in contract), shall be completed within two months from issue of acceptance letter. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.</p>
7.	<p>5.1</p> <p>As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the</p>	<p>5.1</p> <p>As soon as possible but within twenty one days of award of work and in consideration of</p> <p>a) Schedule of handing over of site as specified in the Schedule 'F'</p> <p>b) Schedule of issue of designs as specified in the Schedule 'F'</p> <p>(i) the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 30 days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in-</p>

<p>Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.</p> <p>(a) Project Management shall be done by using project management software for works costing more than Rs. 5 Crore.</p> <p>(b) The project management shall be done using M.S. Project software for works costing more than Rs. 5 Crore and up to Rs. 20 Crore. For works costing more than Rs. 20 Crore, project management shall be done using Primavera Software.</p> <p>PROGRAMME CHART</p> <p>(i) The Contractor shall prepare an integrated programme chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within ten days of award of the contract. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the above programme.</p> <p>(ii) The programme chart should include the following:</p> <p>(a) Descriptive note explaining sequence of the various activities.</p> <p>(b) Network (PERT / CPM / BAR CHART).</p> <p>(c) Programme for procurement of materials by the contractor.</p> <p>Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate</p>	<p>Charge. The work programme shall include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones given in Schedule 'F'.</p> <p>(ii) In case of non submission of construction programme by the contractor the program approved by the Engineer-in-Charge shall be deemed to be final.</p> <p>Deleted</p>
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<p>shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.</p> <p>(iii) If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the modified programme.</p> <p>(iv) The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take action against the contractor as per terms and conditions of the agreement.</p> <p>(v) The contractor shall submit the progress report using MS Project/Primavira software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per day basis in case of delay in submission of the monthly progress report.</p>	<p>Deleted</p> <p>(iii) The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>(iv) The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 2500/- (for works costing upto Rs. 20 Crores) / Rs. 5000/- (for works costing more than Rs. 20 Crores) shall be made on per week or part basis in case of delay in submission of the monthly progress report.</p>
<p>8. 5.2 If the work(s) be delayed by:-</p> <p>(i) force majeure, or</p> <p>(ii) abnormally bad weather, or</p> <p>(iii) serious loss or damage by fire, or</p> <p>(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>(v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in</p>	<p>5.2 If the work(s) be delayed by:-</p> <p>(i) force majeure, or</p> <p>(ii) abnormally bad weather, or</p> <p>(iii) serious loss or damage by fire, or</p> <p>(iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>(v) delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in</p>

	<p>executing work not forming part of the Contract, or</p> <p>(vi) non-availability of stores, which are the responsibility of Government to supply or</p> <p>(vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or</p> <p>(viii) Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control.</p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority as indicated in Schedule 'F' but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p>	<p>executing work not forming part of the Contract, or</p> <p>(vi) non-availability of stores, which are the responsibility of Government to supply or</p> <p>(vii) non-availability or break down of tools and Plant to be supplied or supplied by Government or</p> <p>(viii) any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.</p> <p>then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge for entry in the hindrance register (physical or web-based as prescribed in schedule F) but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.</p> <p>The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.</p>
9.	No Provision	<p>5.3 In case the work is hindered by any reasons, in the opinion of the contractor, by the Department or for someone for whose action the Department is responsible, the contractor may immediately give notice thereof in writing to the Engineer-in-Charge in the same manner as prescribed under sub Clause 5.2 seeking extension of time or rescheduling of milestone/s. The authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work after due consideration of the same within 30 days of receipt of such request. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor may give, supported with a programme, a fair and reasonable extension within a reasonable period of occurrence of the event.</p> <p>Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub</p>

		clause 5.2 the contractor shall be entitled to only extension of time and no damages.
10.	5.3 Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority as indicated in Schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.	<p>5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones (Appendix-XVI) or Form of application by the contractor for seeking extension of time (Appendix -XVII) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired.</p> <p>With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.</p>
11.	5.4 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority as indicated in Schedule 'F' and this shall be binding on the contractor.	5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 30 days of the date of receipt of such request from the Contractor in prescribed form. In event of non application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.
12.	No Provision	5.5 In case the work is delayed by any reasons, in the opinion of the Engineer-in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended

		date; without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.
13.	<p>CLAUSE 7</p> <p>No payment shall be made for work, estimated to cost Rs. Twenty thousand or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. Twenty thousand, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be</p>	<p>CLAUSE 7</p> <p>No payment shall be made for work, estimated to cost Rs. One lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. One lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements on the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in-Charge. The amount admissible shall be paid by 10th working day after the day of presentation of the bill by the Contractor to the Engineer-in-Charge or his Asstt. Engineer together with the account of the material issued by the department, or dismantled materials, if any. In the case of works outside the headquarters of the Engineer- in-Charge, the period of ten working days will be extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the</p>

<p>extended to fifteen working days. In case of delay in payment of intermediate bills after 45 days of submission of bill by the contractor provided the bill submitted by the contractor found to be in order, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p> <p>All such interim payments shall be ... or affect the contract.</p> <p>Pending consideration of extension ... by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill by taking detailed measurements thereof.</p> <p>In case ... the main contractor.</p> <p>In case main ... from the next R/A/ final bill due to main contractor as the case may be.</p>	<p>bill submitted by the contractor found to be in order, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p> <p>All such interim payments shall be ...s or in any way vary or affect the contract.</p> <p>Pending consideration of extension ... by the competent authority.</p> <p>The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Engineer to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% per annum shall be paid to the Government from the date of expiry of prescribed time limit which will be compounded on yearly basis.</p> <p>In case ... the main contractor.</p> <p>In case main ... from the next R/A/ final bill due to main contractor as the case may be.</p>
<p>14. CLAUSE 8B</p> <p>The contractor ... of the work.</p> <p>In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.5% of the value of the work subject to a ceiling of Rs.15,000 (Rs. Fifteen thousand only) as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.</p> <p>The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.</p>	<p>CLAUSE 8B</p> <p>The contractor ... of the work.</p> <p>In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum of 0.1 % of Tendered Value or limit prescribed in Schedule F whichever is more as may be fixed by the Superintending Engineer concerned and in this respect the decision of the Superintending Engineer shall be final and binding on the contractor.</p> <p>The contractor shall submit completion plans for Internal and External Civil, Electrical and Mechanical Services within thirty days of the completion of the work, provided that the service plans having been issued for execution by the Engineer-in-Charge, unless the</p>

	In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred plus Rs. 15,000/- for the same shall be recovered from the contractor.	contractor, by virtue of any other provision in the contract, is required to prepare such plans. Deleted
15.	CLAUSE 9 In case of delay in payment of final bills after prescribed time limit, a simple interest @ 7.5% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.	CLAUSE 9 In case of delay in payment of final bills after prescribed time limit, a simple interest @ 10% per annum shall be paid to the contractor from the date of expiry of prescribed time limit which will be compounded on yearly basis, provided the final bill submitted by the contractor found to be in order.
16.	CLAUSE 10 B (i) The contractor, on signing an indenture in the form to be specified by the Engineer-in- Charge, shall be entitled to be paid during the progress of the execution of the work up to 90% of the assessed value of any materials which are in the opinion of the Engineer-in-Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract. Such secured advance shall ... such as ordinary glass, sand, petrol, diesel etc.	CLAUSE 10B (i) The contractor, on signing an indenture in the form in Annexure XVIII by the Engineer-in-Charge, shall be entitled to be paid during the progress of the execution of the work up to 75% of the assessed value of any materials which are in the opinion of the Engineer-in- Charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/or protected against damage by weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/deducted from the next payment made under any of the clause or clauses of this contract. Such secured advance shall ... such as ordinary glass, sand, petrol, diesel etc.
17.	CLAUSE 10 C Payment on Account of Increase in Prices/Wages due to Statutory Order(s) If after submission of the tender, the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the	CLAUSE 10C If after submission of the tender, if the price of any material incorporated in the works (excluding the materials covered under Clause 10CA and not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour increases as a direct result of the coming into force of any fresh law, or statutory rule or order (but not due to any variation of rates in GST

	<p>coming into force of any fresh law, or statutory rule or order (but not due to any changes of rate in sales tax/VAT, Central/State Excise/Custom Duty) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the price/wages prevailing at the time of updated stipulated date of completion considering effect of extra work (extra time to be calculated on prorata basis only as cost of extra work x stipulated period/tendered amount).</p> <p>If after submission ... without any action under clause 2.</p> <p>Engineer-in-Charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.</p> <p>The contractor ... to supply.</p> <p>For this purpose, the labour component of the work executed during period under consideration shall be the percentage as specified in Schedule F, of the value of work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled <i>adult male</i> mazdoor, fixed under any law, statutory rule or order.</p>	<p>applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, then the amount of the contract shall accordingly be varied.</p> <p>If after submission ... without any action under clause 2.</p> <p>Engineer-in-Charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages.</p> <p>The contractor ... to supply.</p> <p>For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.</p>
18.	<p>CLAUSE 10 CC</p> <p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period</p>	<p>CLAUSE 10 CC</p> <p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10 & 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that that such compensation for escalation in prices and wages shall be available only for the work done during the stipulated period of the contract including the justified period extended under the provisions</p>

	<p>extended under the provisions of clause 5 of the contract without any action under clause 2. However, for the work done during the justified period extended as above, the compensation as detailed below will be limited to prices/wages prevailing at the time of updated stipulated date of completion considering the effect of extra work (extra time to be calculated on pro-rata basis only as cost of extra work x stipulated period/tendered cost). No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>(i) ...</p> <p>(vii) The following principles will be followed while working out the compensation as per subpara (vi) above.</p> <p>(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation ... subsequent quarters;</p> <p>(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled <i>adult male</i> mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>(viii) ...</p>	<p>of clause 5 of the contract without any action under clause 2. No such compensation shall be payable for a work for which the stipulated period of completion is equal to or less than the time as specified in Schedule F. Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:-</p> <p>(i) ...</p> <p>(vii) The following principles will be followed while working out the compensation as per subpara (vi) above.</p> <p>(a) The minimum wage of an unskilled mazdoor mentioned in sub-para (vi) above shall be the higher of the wage notified by Government of India, Ministry of Labour and that notified by the local administration both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation ... subsequent quarters;</p> <p>(c) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.</p> <p>(viii) ...</p>
19.	<p>CLAUSE 13</p> <p>If at any time after acceptance of the tender, Engineer-in-charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise</p>	<p>CLAUSE 13</p> <p>If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor</p>

	<p>whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor ... under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) ... the terms of the contract.</p> <p>A compensation for such eventuality, on account of damages etc. shall be payable @ 0.5% of cost of work remaining incomplete on date of closure i.e. total stipulated cost of the work less the cost of work actually executed under the contract shall be payable.</p>	<p>shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.</p> <p>The contractor ... under this condition.</p> <p>The reasonable amount of items on (i), (iv) and (v) ... the terms of the contract.</p> <p>Deleted.</p> <p>In the event of action being taken under Clause 13 to reduce the scope of work, the contractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus 60 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor the Engineer-in-Charge may return the previous Performance Guarantee.</p>
20.	<p>CLAUSE 25</p> <p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>(i) If the contractor considers any work demanded of him to be outside the</p>	<p>CLAUSE 25</p> <p>Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:</p> <p>(i) If the contractor considers any work demanded of him to be outside the</p>

<p>requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon, the Superintending Engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.</p> <p>If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Superintending Engineer, the contractor may, within 15 days of the receipt of Superintending Engineer's decision, appeal to the Chief Engineer who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the Chief Engineer, the contractor may within 30 days from the receipt of the Chief Engineer decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.</p> <p>It is a ... invoking arbitration.</p>	<p>requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or if the Engineer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed, such party shall promptly within 15 days of the arising of the disputes request the Chief Engineer or where there is no Chief Engineer, the Additional Director General (CE/ADG) who shall refer the disputes to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE/ADG. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F'. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc.</p> <p>If the Dispute Redressal Committee (DRC) fails to give its decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD (CE/ADG/DG) for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.</p> <p>It is a ... invoking arbitration.</p>
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<p>(ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chief Engineer, CPWD, in charge of the work or if there be no Chief Engineer, the Additional Director General of the concerned region of CPWD or if there be no Additional Director General, the Director General, CPWD. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.</p> <p>It is also a term of this contract that no person, other than a person appointed by such Chief Engineer CPWD or Additional Director General or Director General, CPWD, as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter</p>	<p>The CE/ADG/DG shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Engineer-in-charge to CE/ADG/DG for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator who shall act as the Presiding Arbitrator. In the event of</p> <ol style="list-style-type: none"> a. A party fails to appoint the second Arbitrator, or b. The two appointed Arbitrators fail to appoint the Presiding Arbitrator, then <p>The Director General, CPWD shall appoint the second or Presiding Arbitrator as the case may be.</p> <p>(ii) Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having sole arbitrator where Tendered amount is Rs. 100 Crore or less. Where Tendered Value is more than Rs. 100 Crore, Tribunal shall consist of three Arbitrators as above. The requirements of the Arbitration and Conciliation Act, 1996 (26 of 1996) and any further statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall be applicable.</p> <p>It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed, if any, in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the decision of the DRC.</p> <p>It is also a term of this contract that any member of the Arbitration Tribunal shall be a Graduate Engineer with experience in handling public works engineering contracts at a level not lower than Chief Engineer (Joint Secretary level of Government of India). This shall be</p>
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<p>shall not be referred to arbitration at all.</p> <p>It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.</p> <p>The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.</p> <p>It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/- , the arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.</p> <p>It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in</p>	<p>treated as a mandatory qualification to be appointed as arbitrator.</p> <p>-Deleted-</p> <p>Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.</p> <p>Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the appointing authority, the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act</p> <p>The place of arbitration shall be as mentioned in Schedule F. In case there is no mention of</p>
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	his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.	<p>place of arbitration, the arbitral tribunal shall determine the place of arbitration.</p> <p>The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.</p>																																				
21.	<p>PROFORMA OF SCHEDULES</p> <p>Clause 5</p> <p>No Provision</p>	<p>PROFORMA OF SCHEDULES</p> <p>Clause 5</p> <p>Schedule of handing over of site</p> <table><tr><th>Part</th><th>Portion of site</th><th>Description</th><th>Time Period for handing over reckoned from date of issue of letter of intent.</th></tr><tr><td>Part A</td><td>Portion without any hindrance</td><td></td><td></td></tr><tr><td>Part B</td><td>Portions with encumbrances</td><td></td><td></td></tr><tr><td>Part C</td><td>Portions dependent on work of other agencies</td><td></td><td></td></tr></table> <p>Schedule of issue of Designs</p> <table><tr><th>Part</th><th>Portion of Design</th><th>Description</th><th>Time Period for issue of design reckoned from date of receipt of tenders</th></tr><tr><td>Part A</td><td>Portion already included in NIT</td><td></td><td></td></tr><tr><td>Part B-1</td><td>Portions of Architectural Designs to be issued</td><td></td><td></td></tr><tr><td>Part B-2</td><td>Portions of Civil Designs to be issued</td><td></td><td></td></tr><tr><td>Part B-3</td><td>Portions of E&M Designs to be issued</td><td></td><td></td></tr></table>	Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.	Part A	Portion without any hindrance			Part B	Portions with encumbrances			Part C	Portions dependent on work of other agencies			Part	Portion of Design	Description	Time Period for issue of design reckoned from date of receipt of tenders	Part A	Portion already included in NIT			Part B-1	Portions of Architectural Designs to be issued			Part B-2	Portions of Civil Designs to be issued			Part B-3	Portions of E&M Designs to be issued		
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22.	PROFORMA OF SCHEDULES No Provision	<p>PROFORMA OF SCHEDULES Clause 5.4 Schedule of rate of recovery for delay in submission of the modified programme in terms of delay days</p> <table> <tr> <th>Sl. No.</th><th>Contract Value</th><th>Recovery Rs.</th></tr> <tr> <td>I.</td><td>Less than or equal to Rs. 1 Crore</td><td>500</td></tr> <tr> <td>II.</td><td>More than Rs. 1 Crore but less than or equal to Rs. 5 Crore</td><td>1000</td></tr> <tr> <td>III.</td><td>More than Rs. 5 Crore but less than or equal to Rs. 20 Crores</td><td>2500</td></tr> <tr> <td>IV.</td><td>More than Rs. 20 Crores</td><td>5000</td></tr> </table>	Sl. No.	Contract Value	Recovery Rs.	I.	Less than or equal to Rs. 1 Crore	500	II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	1000	III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	2500	IV.	More than Rs. 20 Crores	5000
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23.	PROFORMA OF SCHEDULES No Provision	<p>PROFORMA OF SCHEDULES Clause 5.2 Nature of Hindrance Register (either Physical or Electronic)</p>															
24.	PROFORMA OF SCHEDULES No Provision	<p>PROFORMA OF SCHEDULES Clause 8 B (i) This shall not apply for maintenance or upgradation contracts not involving any services. (ii) For other works, the limit shall be as below:</p> <table> <tr> <th>Sl. No.</th><th>Contract Value</th><th>Limit Rs.</th></tr> <tr> <td>I.</td><td>Less than or equal to Rs. 1 Crore</td><td>2000</td></tr> <tr> <td>II.</td><td>More than Rs. 1 Crore but less than or equal to Rs. 5 Crore</td><td>5000</td></tr> <tr> <td>III.</td><td>More than Rs. 5 Crore but less than or equal to Rs. 20 Crores</td><td>25000</td></tr> <tr> <td>IV.</td><td>More than Rs. 20 Crores</td><td>50000</td></tr> </table>	Sl. No.	Contract Value	Limit Rs.	I.	Less than or equal to Rs. 1 Crore	2000	II.	More than Rs. 1 Crore but less than or equal to Rs. 5 Crore	5000	III.	More than Rs. 5 Crore but less than or equal to Rs. 20 Crores	25000	IV.	More than Rs. 20 Crores	50000
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25.	PROFORMA OF SCHEDULES No Provision	<p>PROFORMA OF SCHEDULES Clause 25 Place of arbitration:</p>															

26.	<p>(FORM 31)</p> <p>INDENTURE FOR SECURED ADVANCES (Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)</p>	<p>Annexure-XVIII (FORM 31)</p> <p>INDENTURE FOR SECURED ADVANCES (Referred to in paragraphs 10.2.20 and 10.2.22 of CPW A Code)</p> <p>(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)</p> <p>THIS INDENTURE made the..... day of20..... BETWEEN (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the PRESIDENT OF INDIA (hereinafter called the President which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.</p> <p>WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the President that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the President has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the President has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the</p>
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	<p>Contractor by the President (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the President and declare as follows: -</p> <p>(1) That the said sum of RupeesSO advanced by the President to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.</p> <p>(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the President as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the President against all claims to any materials in respect of which an advance has been made to him as aforesaid.</p> <p>(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer Division (hereinafter called the Divisional Officer) and in the term of the said agreement.</p> <p>(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody</p>
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	<p>and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.</p> <p>(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorised by him on that behalf.</p> <p>(6) That the advances shall be repayable in full when or before the Contractor receives payment from the President of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the President will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.</p> <p>(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the President shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of</p>
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		<p>repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.</p> <p>(8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the President may at any time thereafter adopt all or any of the following courses as he may deem best :-</p> <p>(a) Seize and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the President on demand.</p> <p>(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or</p>
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		<p>payable to the President under these presents and pay over the surplus (if any) to the Contractor.</p> <p>(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.</p> <p>(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.</p> <p>(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.</p> <p>In witness whereof the saidandby the order and under the direction of the President have hereunto set their respective hands the day and year first above written.</p> <p>Signed, sealed and delivered by..... the said contractor in the presence of</p> <p>Signature Witness Name Address Signed by..... by the order and direction of the President in the presence of</p> <p>Signature Witness Name Address</p>
27.	No Provision	<p>APPENDIX – XVII (Refer Clause 5)</p> <p>FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME</p> <ol style="list-style-type: none"> 1. Name of contractor 2. Name of work as given in the agreement 3. Agreement no 4. Estimated amount put tender

	5.	Date of commencement of work as per agreement																										
	6.	Period allowed for completion of work as per agreement																										
	7.	Date of completion stipulated in agreement																										
	8.	Period for which extension of time if has been given by authority in Schedule 'F' previously																										
	<table border="1"> <tr> <th rowspan="2"></th> <th rowspan="2">letter no. and date</th> <th colspan="2">Extension granted</th> </tr> <tr> <th>Months</th> <th>Days</th> </tr> <tr> <td>(a) 1st extension</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(b) 2nd</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(c) 3rd extension</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(d) 4th extension</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(e) Total extension previously given</td> <td></td> <td></td> <td></td> </tr> </table>			letter no. and date	Extension granted		Months	Days	(a) 1st extension				(b) 2nd				(c) 3rd extension				(d) 4th extension				(e) Total extension previously given			
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9.	Reasons for which extension have been previously given (copies of the previous applications should be attached)																											
10.	Period for which extension if applied for																											
11.	Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last (for causes under clause 5.2/ and 5.3) .																											
Submitted to the Authority indicated in Schedule F With copy to the Engineer-in-charge and Sub Divisional Officer																												
Signature of Contractor																												
Dated																												



Superintending Engineer (C&M)

Issued from file No. CSQ/CM/C/17(1)/2017

Copy to:-

1. All Spl. DGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O.M. to all ADGs, CEs, SEs & EEs concerned.
2. DDG(e-Gov.), CPWD with request to make provision as conceived under Sl. Nos. 8 and 23 above.


Executive Engineer (C)