



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/MAN/347

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAVAN, NEW DELHI

DATED:13.04.2017

Sub:- Modification in CPWD Works Manual 2014 – Various changes as per Technical committee recommendation.

Modification in CPWD Works Manual is hereby made as per following :-

Sl. No.	Existing Provision	Modified Provision															
1.	<p>13.2.2 CPWD Form 7 - Percentage rate tender</p> <p>(1) This form should be used in tenders for a work where the items of work constituting a major part of the estimated cost put to tender are based on the Department's Schedule of Rates, irrespective of the value of the work.</p> <p>(2) In other works, where the bulk of the items are not based on the Department's Schedule of Rates, this form should be restricted to works whose value does not exceed Rs.10 lakhs.</p> <p>However, the NIT approving authority may decide to go in for this form even for higher values of work for valid reasons.</p>	<p>13.2.2 CPWD Form 7 – Item rate tender</p> <p>(1) deleted</p> <p>(2) Only Percentage Rate tender shall be called on CPWD Form 7 for all works in CPWD .CE shall be competent, wherever necessary to modify DSR Rates for their zones. In case where there is more than one zone at a station, SDG may nominate one of the CEs at that station for such modification of schedule of rate and their compilation.</p>															
2.	<p>15.7 Tenders with two/three envelope system</p> <p>(3) The definition of similar work is to be spell out clearly in the NIT by NIT approving authority and shall got be approved from the ADG.</p>	<p>15.7 Tenders with two/three envelope system</p> <p>(3) The definition of similar work is to be spell out clearly in the NIT by NIT approving authority and shall got be approved from the Chief Engineer.</p>															
3.	<p>16.5 Preparation of NIT (10)</p> <p>Definition of Competent Authority at each Stage: (Modified vide OM DG/MAN/310 dt. 02.07.2014)</p> <table> <tr> <th>Cost of Work</th><th>Stage</th><th>Competent Authority</th></tr> <tr> <td>(i)Upto25% of financial powers of EE to accord TS but limited</td><td>I to IV</td><td>Full powers to EE</td></tr> </table>	Cost of Work	Stage	Competent Authority	(i)Upto25% of financial powers of EE to accord TS but limited	I to IV	Full powers to EE	<p>16.5 Preparation of NIT (10)</p> <p>Definition of Competent Authority at each Stage:</p> <table> <tr> <th>Cost of Work</th><th>Stage</th><th>Competent Authority</th></tr> <tr> <td>(i)Upto25% of financial powers of EE to accord TS but limited toRs.12.5 lacs</td><td>I to IV</td><td>Full powers to EE</td></tr> <tr> <td>(ii)More than powers of EE as per (i)above but upto 50% of financial powers of</td><td>I to IV</td><td>Full powers to SE/PM</td></tr> </table>	Cost of Work	Stage	Competent Authority	(i)Upto25% of financial powers of EE to accord TS but limited toRs.12.5 lacs	I to IV	Full powers to EE	(ii)More than powers of EE as per (i)above but upto 50% of financial powers of	I to IV	Full powers to SE/PM
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	to Rs.12.5Lacs			SE to accord TS but limited to Rs.125lacs		
	(ii) More than powers of EE as per (i) above but upto 50% of financial powers of SE to accord TS but limited to Rs.125lacs	I to IV	Full powers to SE/PM	(iii) Works costing above Rs.125 lacs	I to IV	Full powers to CE/CPM
	(iii) Works costing above Rs.125 lacs and upto Rs. 700 Lacs	I to IV	Full powers to CE/CPM			
	(iv) Works costing more than Rs. 700 lacs	I,II	ADG-in Charge			
		III&IV	Full powers to CE/ CPM			
4.	Para 7.12 computerized measurement books 7.12.1 Application and format of the Computerized M.B. (1) In works of estimated cost put to tender of Rs. 15 lakh and above, approving authority, the conventional Measurement Books shall be replaced by a bound volume of computerized Measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register in Form CPWA 92.			Para 7.12 computerized measurement books 7.12.1 Application and format of the Computerized M.B. (1) In works of estimated cost put to tender of Rs. 15 lakh and above and works having Estimated Cost less than Rs. 15 lacs where the contractor exercise the option to adopt CMB , approving authority, the conventional Measurement Books shall be replaced by a bound volume of computerized Measurements to be furnished by the contractor, duly machine numbered for the pages, and with an MB number given by the Division Office. The pages of these Measurement Books shall be of A-4 size. All these Measurement Books belonging to a Division shall be serially numbered, and a record of these Computerized Measurement Books shall be maintained in a separate Register in Form CPWA 92.		
5.	53.20 Outside/Independent Testing Facilities 1. The ADG will approve the private lab on the recommendation of Chief Engineer if no approved lab as above is available within 200 km of the work site. A particular private Lab will be approved for specified tests and work/project. Approving authority will specify the tests while approving the laboratory.			53.20 Outside/Independent Testing Facilities 1. The Superintending Engineer will approve the private lab irrespective of distance for tests accredited by NABL or any other similarly placed accrediting Government body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025.		
6.	Clause 14 of Form No. 7 & 8: No provision			Clause 14 of Form No. 7 & 8: 33.11(B) The Engineer-in-Charge shall take prior approval of the NIT approving authority before taking action under clause 14. The powers to accept tenders for such part shall rest with the NIT approving authority upto its delegation of financial powers. Also such part of the work/part incomplete work of any item(s) taken out of the hands of the contractor		

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		under clause 14 and shall be executed through open tender / quotation wherein opportunity shall also be given to the original contractor to participate.
7.	Para 35.1 (1)(A)(b) Director (TLCQA)/ Director works (1)(B)(b) Two Executive Engineers other than EE under whose jurisdiction the work falls	Para 35.1 (1)(A)(b) Director (TLCQA)/ Director works who shall be the Member Secretary. (1)(B)(b) Two Executive Engineers other than EE under whose jurisdiction the work falls one of whom shall be Executive Engineer (Planning/HQ) and who shall be the Member Secretary.
8.	Para 35.1 (4) Wherever such a Dispute Redress Committee is constituted in a Region, suitable provisions for the same should be made part of NIT that ADG in charge shall be the competent authority to constitute DRC comprising members mentioned above. This shall be incorporated the Schedule of CPWD 7/ 8, and these shall form a part of the contract. The DRC shall have to give decision on the claims of contractor or department within three months of receipt of reference. If no decision is given by DRC within three months then claimant shall be at liberty to seek appointment of arbitrator. In case, either department or contractor is not satisfied with the decision of DRC, each can seek appointment of arbitrator. The contractor shall only be entitled to invoke the arbitration clause after exhausting the remedy available under the Dispute Redressal Committee.	Para 35.1 (4) Wherever such a Dispute Redress Committee is constituted in a Region, suitable provisions for the same should be made part of NIT that ADG in charge shall be the competent authority to constitute DRC comprising members mentioned above. This shall be incorporated the Schedule of CPWD 7/ 8, and these shall form a part of the contract. The DRC shall have to give decision on the claims of contractor or department within sixty days of receipt of reference. If no decision is given by DRC within this period then claimant shall be at liberty to seek appointment of arbitrator. In case, either department or contractor is not satisfied with the decision of DRC, each can seek appointment of arbitrator. The contractor shall only be entitled to invoke the arbitration clause after exhausting the remedy available under the Dispute Redressal Committee.
9.	Para 24.2.3 Prior sanction of competent authority necessary (1) No extra/substituted item should be executed or approved without the prior concurrence of its necessity by the authority who accorded the technical sanction. But for projects/original works, no approval in principle of TS authority is required for EI/SI item. There is no change in existing delegation of powers to various officers for such works. (Modified vide OM No. DG/MAN/259 dt. 28.12.2012) (2) The powers for sanctioning the substituted/extra items are given in Appendix - I. (3) Assistant Engineer/ Executive Engineer should anticipate any extra/ substituted item that may be	Para 24.2.3 Prior sanction of competent authority necessary (1) Normally no extra/substituted item should be executed or approved without the prior concurrence of its necessity by the authority who accorded the technical sanction. But for projects/original works, prior approval in principle of authority competent to sanction the proposed EI/SI/Deviations item, shall be required. There is no change in existing delegation of powers to various officers for such works. (2) The powers for sanctioning the substituted/extra items are given in Appendix - I. (3) Assistant Engineer/ Executive Engineer should anticipate any extra/ substituted item that may be necessary for the execution of the work, and




	<p>necessary for the execution of the work, and they shall initiate the case after obtaining prior concurrence as per sub-para (1) above for its approval from the competent authority. Such cases shall be expeditiously processed at all levels to minimise delay in the execution of the work. But for projects/original works, no approval in principle of TS authority is required for EI/SI item. (Modified vide OM No. DG/MAN/259 dt. 28.12.2012)</p>	<p>they shall initiate the case after obtaining prior concurrence as per sub-para (1) above for its approval from the competent authority. Such cases shall be expeditiously processed at all levels to minimize delay in the execution of the work. But for projects/original works, prior approval in principle of authority competent to sanction for the proposed EI/SI/Deviations item shall be required.</p>
10.	<p>Section 24 Para 24.2.5</p> <p>No Provision</p>	<p>Section 24 Para 24.2.5 From date of submission of proposal by the contractor with full supporting documents to Engineer in Charge, only one comprehensive observation shall be made if necessary. Engineer in Charge shall submit EI/SI/DI directly to competent authority within 2 weeks from the date of receipt of proposal. Competent authority shall sanction EI/SI/DI within 2 weeks, failing which it will be deemed to have been approved.</p>
11.	<p>Section 29 Para 29.13 (2) After submission of application for rescheduling of milestones by the contractor, the rescheduling shall be done by the competent authority i.e. Superintending Engineer as described in the schedule F of GCC in the following time period: (i) Sub division Office - 5 days (ii) Division Office - 5 days (iii) Circle Office - 5 days</p>	<p>Section 29 Para 29.13 (2) After submission of application for rescheduling of milestones by the contractor in prescribed proforma with supporting documents, only one comprehensive observation shall be made if necessary. Engineer in Charge to submit the rescheduling proposal within 2 weeks from the date of receipt of proposal. Sanctioning authority shall decide the rescheduling proposal in 2 weeks of receipt of proposal, failing which it will be deemed that Rescheduling of milestones have been approved.</p>
12.	<p>Section 19.4 (5) The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of six months or more from the date of submission of the tender. (Added as per OM/MAN/169)</p>	<p>Section 19.4 (5) The Bank Guarantee submitted as a part of Earnest Money shall be valid for a period of 90 days for single bid works and 120 days for two bid system or more from the date of submission of the tender.</p>
13.	<p>32.5 Grant of mobilization advance to the contractors for executing capital intensive works (ii) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. (Modified as per OM/MAN/160). The</p>	<p>32.5 Grant of mobilization advance to the contractors for executing capital intensive works (ii) The mobilization advance shall be released only after obtaining a bank Guarantee bonds (not more than 6 in number) from a schedule bank for the amount of advance to be released and valid for various periods required so as to cover the period till recovery of the advance. These shall be kept renewed from time to time to cover the balance amount and likely period to complete recovery together with interest. The advance should be</p>

	advance should be released in not less than two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.	released in not less than two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
14.	<p>ANNEXURE-I OF APPENDIX - 20</p> <p>CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY</p> <p>(c) Performance on works (time over run) (20 marks)</p> <p>TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time.</p> <p>Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.</p>	<p>ANNEXURE-I OF APPENDIX - 20</p> <p>CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR PRE-ELIGIBILITY</p> <p>(c) Performance on works (time over run) (20 marks)</p> <p>TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time in the AGREEMENT plus (+) Justified Period of Extension of Time.</p> <p>Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.</p>


 Superintending Engineer (C&M)

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1. All Spl. DGs, ADGs, CPWD, E-in-C, PWD, Delhi Govt. They are requested to endorse a copy of this O. M. to all CEs, SEs & EEs.


 Executive Engineer (M)