



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No.DGW/CON/236

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED:31.07.08

Subject: Amendment to Clause 10 B (ii), 10 C & Clause 25 of GCC 2008 and Form CPWD 6.

Following amendments are hereby made in GCC 2008 and Form CPWD 6:-

Existing Provision	Modified Provision
Page 24 of GCC 2008 Clause 10 B (ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Bank as specified by the Engineer-in-Charge for the full amount of mobilization advance before such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the	Page 24 of GCC 2008 Clause 10 B (ii) Mobilization advance not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within one month of the order to commence the work. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge. Before any installment of advance is released, the contractor shall execute

<p>contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’.</p>	<p>a Bank Guarantee Bond from Scheduled Bank for the amount of advance & valid for the contract period. This shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery, together with interest.</p> <p>Provided always that provision of Clause 10 B (ii) shall be applicable only when so provided in ‘Schedule F’.</p>
<p>Page 25 of GCC 2008 Clause 10B (vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.</p>	<p>Merged in para (ii) above</p>
<p>Page 26 of GCC 2008 Clause 10C No Provision</p>	<p>Page 26 of GCC 2008 Clause 10C <i>Insert following at the end of Clause 10C</i> For this purpose, the labour component of the work executed during any period shall be the percentage as specified in Schedule F, of the value of work done during that period.</p>
<p>Page 32 of GCC 2008 Clause 12.2-Second Para</p> <p>In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall</p>	<p>Page 32 of GCC 2008 Clause 12.2-Second Para</p> <p>In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall</p>

also be determined in the manner as mentioned in the aforesaid para.	also be determined in the manner as mentioned in the following para.
Page 45 of GCC 2008 Clause 25 It is also a term of this contract that no person, other than a person appointed by such Chief Engineer CPWD or the administrative head of the CPWD , as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.	Page 45 of GCC 2008 Clause 25 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 of Works, CPWD as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.
Page 54 of GCC 2008 Clause 40 The contractor shall not be permitted to tender for works in the CPWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant..... Condition	Page 54 of GCC 2008 Clause 40 The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/ Nursery categories) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant..... Condition
Schedule F (Page 94 of GCC 2008) No Provision	Schedule F (Page 94 of GCC 2008) <i>Insert following after Clause 10B(ii)</i> Clause 10 C Component of labour expressed as percent of value of work =%
Form CPWD 6 - Page 2 (Note at the bottom of para 1.2) Note:- Above condition is applicable (i) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs. 10 Crores (ii) Only for Non CPWD contractors for works estimated to cost upto Rs. 10 Crores.	Form CPWD 6 - Page 2 (Note at the bottom of para 1.2) Note (1) :- Above condition is applicable (i) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs. 15 Crores (ii) Only for Non CPWD contractors for works estimated to cost upto Rs. 15

	<p>Crores.</p> <p>(2) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender.</p>
<p>Form CPWD 6 - Page 4 (Para 12)</p> <p>The contractor shall not be permitted to tender for works in the CPWD Circle (responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). HeDepartment.</p>	<p>Form CPWD 6 - Page 4 (Para 12)</p> <p>The contractor shall not be permitted to tender for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He Department.</p>

The above amendments shall come into force with immediate effect and shall be applicable only in those contracts where the modified provisions are made part of.

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Superintending Engineer (C&M)

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