



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DGW/CON/138

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAWAN, NEW DELHI

26 April, 2000

AMENDMENT NO.5 TO GENERAL CONDITIONS OF CONTRACT FOR CPWD WORKS 1998 - AMENDMENT TO CLAUSE 17

Clause 17 of the General Conditions of Contract for CPWD Works 1998 is amended as below to provide for enhanced maintenance period of 12 months/6 months, depending upon the nature of work, after completion of the work. The security deposit of the contractor will be released after 12 months/6months as given hereunder in the amended clause. The amended clause shall be incorporated in all NITs issued on or after 1.6.2000.

Clause 17 If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (6 months in the case of any work other than road work costing Rs.1,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of any work other than road work costing Rs.10,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.



(P.K.Mathur)

Superintending Engineer (C&M)

File No. CSQ/SE/CM/Tech. Bd.

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