



# CENTRAL PUBLIC WORKS DEPARTMENT

## OFFICE MEMORANDUM

No.DGW/CON/223

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED 23.11.2006

**Subject: Modification in PWD 6, Tender Form 7 & 8, Clause 1A and 10CC of General Conditions of Contract as per decision of Technical Board.**

As per the decisions taken in the Technical Board meeting held on 28.9.06, following amendments are made to documents mentioned above:-

Existing	Modified
<b>Para 5 (ii) of Form CPWD 6 and page 4 of GCC 2005</b>	<b>Para 5 (ii) of Form CPWD 6 and page 4 of GCC 2005</b>
Earnest money of Rs.....in cash (upto Rs. 10,000/-)/Receipt, Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of..... <b>When amount of earnest money is more than Rs. 5 lakhs, part of the earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 lakh) or Rs. 25 lakh, whichever is less, will have to be deposited in the shape prescribed above. For balance amount of earnest money, bank</b>	Earnest money of Rs.....in cash (upto Rs. 10,000/-)/Receipt, Treasury Challan/Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of..... <b>50% of the earnest money or Rs. 20 lakh, whichever is less, shall be in the form prescribed above and balance can be accepted in the form of bank guarantee issued by a scheduled bank.</b>

**guarantee will also be acceptable.**

Nil

**Clause 1-A, Page 16 of GCC 2005 -  
Insert the following para prior to  
Note-1:**

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

**Item No. 14 of NIT (form CPWD-6) and item 14 at page 5 of GCC – 2005:-**

The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.

**Last para on page 6 of GCC 2005 and last para on page 1 of CPWD 7/8 –**

A Sum of Rs..... has been deposited in cash/receipt treasury challan/deposit at call receipt of a

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**Further, the tenderer shall not be allowed to participate in the re-tendering process of the work.**

**Last para on page 6 of GCC 2005 and last para on page 1 of CPWD 7/8 –**

A Sum of Rs..... has been deposited in cash/receipt treasury challan/deposit at call receipt of a

scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank, **bank guarantee issued by a scheduled bank** as Earnest Money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

**Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

**Page 29 of GCC 2005**

**Clause 10 CC**

**Payment due to increase /decrease in prices/wages after receipt of tender for works**

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 such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. **No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under clause 2 and also 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:-

**Page 29 of GCC 2005**

**Clause 10 CC**

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the prices of materials and labour, when due, shall be worked out based on the following provisions:-

**Page 30 of GCC 2005**

**CI** – All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

**Page 30 of GCC 2005**

**SI** – All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the Government of India, Ministry of Industry & Commerce. However, the Price Index **shall be limited to**

- i) for the month when the last consignment of steel reinforcement for the work is procured or.
  - ii) for the month of which half of the stipulated contract period is over
- which ever of these two is earlier.**

**Page 30 of GCC 2005**

**CI** – All India Wholesale Price Index for cement for the period under consideration as published by the Economic Advisor to Govt. of India, Ministry of Industry & Commerce.

**(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)**

**Page 30 of GCC 2005**

**SI** – All India Wholesale Price Index for steel (bars & rods) for the period under consideration as published by Economic Advisor to the Government of India, Ministry of Industry & Commerce. However, the Price Index **shall be minimum of the following :-**

- i) **Index** for the month when the last consignment of steel reinforcement for the work is procured or.
- ii) **Index** for the month by which half of the stipulated contract period is over
- iii) **Index for the period under consideration**

**For the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the**

**Page 31 of GCC 2005**

**MI** - All India Wholesale Price Index for civil component/electrical component of construction material as worked out on the basis of All India Wholesale Price Index for individual Commodities/Group items for the period under consideration as published by Economic Advisor to Govt. India, Ministry of Industry & Commerce and applying weightages to the individual Commodities/Group items.

**Page 31 of GCC 2005**

**FI** - All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi.

same principle as for the period within stipulated period of completion, will apply

**Page 31 of GCC 2005**

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**(In respect of the justified period, extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is less, shall be considered.)**

**Page 31 of GCC 2005**

**FI** - All India Wholesale Price Index for Fuel, Oil & Lubricant for the period under consideration as published by Economic Advisor to Govt. of India, Ministry of Industry & Commerce, New Delhi.

**(In respect of the justified period extended under the provisions of clause 5 of the contract without any action under clause 2, the index prevailing at the time of stipulated date of completion or the prevailing index of the period under consideration, whichever is**

**Page 32 of GCC 2005**

**LI** – Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

**less, shall be considered.)**

**Page 32 of GCC 2005**

**LI** –Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration. **(In respect of the justified period extended under the provisions of clause 5 of the contract, without any action under clause 2, the index prevailing on the last date of quarter previous to the quarter pertaining to stipulated date of completion or the index prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.**

Superintending Engineer(C&M)

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