



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No.DGW/CON/231

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED

5.4.2007

Subject: Modification to O.M. No. DGW/CON/223.

In partial modification, provisions circulated under O.M. No. DGW/CON/223 dated 23.11.06 stand modified as under:-

Existing	Modified
<p>Page 32 of GCC 2005 as amended vide O.M. No. DGW/CON/223 dt. 23.11.06 (last para, page 6)</p> <p>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 <i>index</i> prevailing on the last date of quarter previous to the quarter pertaining to the stipulated date of completion or the <i>index</i> prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.</p>	<p>Page 32 of GCC 2005</p> <p>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 <i>minimum wage</i> prevailing on the last date of quarter previous to the quarter pertaining to the stipulated date of completion or the <i>minimum wage</i> prevailing on the last date of the quarter previous to the one under consideration, whichever is less, shall be considered.</p>

Superintending Engineer(C&M)

Issued from file No. CSQ/CM/C/29(8)/2005

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CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No.DGW/CON/232

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED 17.10.2007

Subject: Enlistment Rules 2005 – Amendment of para 11.1 of the Rules.

Provisions of para 11.1 of Enlistment Rules 2005 stand modified as under:-

Existing provision of para 11.1	Modified para 11.1
11.1 The criterion for experience, in case of enlistment, shall be the completion of requisite number of works, as the case may be, of prescribed nature and magnitude executed on independent contract basis or as a builder during the last five years. The works should have been executed in the same name and style in which enlistment is sought. Enlistment of an individual in corresponding category may also be done based on his technical qualification in lieu of experience of completion of works in last 5 years but other eligibility criteria remaining the same.	11.1 The criterion for experience, in case of enlistment, shall be the completion of requisite number of works, as the case may be, of prescribed nature and magnitude executed on independent contract basis or as a builder during the last five years. The works should have been executed in the same name and style in which enlistment is sought. Enlistment of an individual in corresponding category may also be done based on his technical qualification in lieu of experience of completion of works in last 5 years <u>if provision exists in Table I of the Rules</u> , but other eligibility criteria remaining the same.

Works Manual stands amended accordingly.

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/C/18(5)/2007

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CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No.DGW/CON/233

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED 17.12.2007

Subject: Price preference to contractors belonging to SC/ST for award of contracts in respect of works in Central Public Works Department - Extension upto 31.12.2009

In continuation to this Directorate O.M. No. DGW/CON/220 dt. 2.3.06, the concessions admissible to the contractors belonging to SC/ST have been reviewed by the Ministry of Urban Development and the same have been revised as under:-

1. For works upto an estimated cost of Rs. 1.25 lakh, a price preference upto 5% (**with reference to the lowest valid price bid**) may be allowed in favour of individual SC/ST contractors. In such cases, tenders may be entertained even from non-registered contractors. No earnest money is required in such cases.
2. For works of estimated cost ranging from Rs. 1.25 lakh to Rs. 3 lakh, tenders may be obtained only from registered contractors. The price preference upto 5% (**with reference to the lowest valid price bid**) may be allowed in favour of individual SC/ST contractors. However, earnest money at a reduced rate of ½% may be accepted in such cases.
3. In all such cases, the above concessions shall be allowed only after proper verification of the individual contractor's claim of belonging to SC or ST community, as the case may be.

These concessions will be admissible upto 31.12.2009. CPWD Works Manual stands amended accordingly.

This issues with the concurrence of Finance Division of Ministry of UD.

Superintending Engineer (C&M)

File No. CSQ/CM/18/2/98

1. Copy forwarded as per mailing list.
2. Copy to File No. CSQ/CM/15(1)/2003



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM DGW/CON/234

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAVAN, NEW DELHI

DATED 22.01.2008

Subject: Amendments to General Conditions of Contracts 2007, Form CPWD – 6 and Form CPWD – 7/8

Due to the modified provisions incorporated in CPWD Works Manual 2007, corresponding changes are required to be made in the GCC. Apart from these, some inconsistencies noticed in the existing provisions of GCC 2007 also need to be set right. With this in mind, following amendments are hereby made in the GCC – 2007, Form CPWD – 6 and Form CPWD – 7/8 with immediate effect:-

<p>Page 3 of GCC</p> <p>Page 1 of CPWD – 6</p> <p>1. Item rate/percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. and those of appropriate list of Department of Telecommunications, M.E.S., Railways and _____ State P.W.D. for the work of _____</p> <p>1.2 Tenders will be issued to eligible C.P.W.D. as well as non C.P.W.D. contractors provided they _____ of magnitude specified below: -</p> <p>Page 3 of GCC</p> <p>Page 2 of CPWD – 6</p> <p>Criteria of eligibility for issue of tender documents</p> <p>1.3 Conditions for NON CPWD Contractors only.</p> <p>1.3.1 For works estimated to Three similar works</p>	<p>1. Item rate/percentage rate tenders are invited on behalf of the President of India from approved and eligible contractors of C.P.W.D. (and those of appropriate list of Department of Telecommunications, M.E.S., Railways and _____ State P.W.D.)*, for the work of _____</p> <p>Note at the bottom of the page</p> <p>* Delete if not applicable</p> <p>1.2 Tenders will be issued to eligible contractors provided they _____ of magnitude specified below: -</p> <p>Criteria of eligibility for issue of tender documents</p> <p>Three similar works each costing not less than Rs..... lacs or Two similar works each</p>
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cost above Rs. 25 Lacs but upto Rs. 2 Crores.	each costing not less than Rs.....Lacs during the last 5 years.	costing not less than Rs..... lacs or one similar work costing not less than Rs..... lacs in last 7 years ending.....(Date) For the purpose of this clause 'Similar Work' means the works of
1.3.2 For works estimated to cost above Rs. 2 Crores but upto Rs. 10 Crores.	Three similar works each of value 40% of estimated cost or two works of 50% cost or one work of 80% estimated cost (round off to nearest Rs. 10 Lacs) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.	
<p>Note:- Class-II contractors of CPWD shall also be eligible if they satisfy the criteria specified in 1.3.2 above.</p> <p>1.4 Conditions for CPWD as well as Non CPWD Contractors</p> <p>1.4.1 For works estimated to cost above Rs. 10 Crores</p> <p>Two similar works each of value 60% of the estimated cost or one similar work costing not less than the estimated cost (rounded off to nearest Rs. 10 Lacs) in the last 7 years ending last day of the month previous to the one in which the tenders are invited.</p> <p>For the purpose of this clause 'similar work' means the works of _____</p> <p>Page 4 of GCC, Page 2-3 of CPWD – 6</p> <p>3. The time allowed for carrying out the work will be _____ 1* from the 2*._____ day after the date of issue of 'letter of acceptance of tender' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.</p> <p>Note at bottom of the page</p> <p>* 1 Contract period (to be filled in by NIT</p>		<p>Note:- Above condition is applicable (1) for CPWD as well as Non CPWD contractors for works estimated to cost above Rs. 10 Crores (2) Only for Non CPWD contractors for works estimated to cost upto Rs. 10 Crores.</p> <p>3. The time allowed for carrying out the work will be _____ from the date of start as defined in schedule 'F' or from the first day of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.</p> <p>Foot note deleted</p>

approving authority) *2 Period allowed for reckoning date of state i.e. 7 to 22 days. (to be filled in by E.E.)

5. Receipt of applications for issue of forms will be stopped by 1600 Hrs. four days before the date fixed for opening of tenders. Issue of tender forms will be stopped three days before the date fixed for opening of tenders.

7. The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or State Bank of India in accordance with the form prescribed or in cash or in the form of Govt. security, fixed deposit receipt etc., as in the case of recovery of security deposit within prescribed number of days of the issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge up to a maximum period of prescribed number of days on written request of the contractor.

Page 4-5 of GCC, Page 4 of CPWD – 6

9. The competent authority on behalf of the President of India _____ tenderer shall be summarily rejected.

The competent authority also reserves its right to allow to the Central Government public sector enterprises, joint venture with CPSE holding 51% equity or more, a purchase preference with reference to the lowest valid price bid where the quoted price is within 10% of such lowest price in a tender other things being equal in case of tenders/quotations whose date of receipt is upto 31-3-2005, subject to the estimated cost being of Rs. Five crores and above.

The Public Enterprises who avail benefits of the purchase preference should be subjected to adequate penalties for cost overruns etc.

Page 6 of GCC, Page – 1 of CPWD - 6

We agree to keep the tender open for (60) sixty days from due date of **submission thereof** and not to make _____ conditions.

5. Applications for issue of forms shall be received by.....(4PM) and tender documents shall be issued by(4 PM)

7. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.

9. The competent authority on behalf of the President of India _____ tenderer shall be summarily rejected.

Deleted

We agree to keep the tender open for (60) sixty days from the date of **its opening** and not to make _____ conditions.

not to make _ _ _ _ _ conditions.

Page 8 of GCC

1. All work proposed _ _ _ as the case may be. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the **tender** and the amount of the security deposit to be deposited by the successful tenderer _ _ _ _ during office hours.

Page 9 of GCC

5. The officer inviting tender _ _ _ _ _ in a suitable form. In the event of a tender being accepted, a receipt for the earnest money **forwarded therewith** shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money **forwarded with such unaccepted tender** shall thereupon be returned to the contractor remitting the same, without any interest.

9A Not Existing

Page 10 of GCC

13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within **specified period**. This guarantee shall be in the form of **Govt. Securities or fixed deposit receipt of any scheduled bank, guarantee bonds of any scheduled bank or State Bank of India**.

(ii) The contractor whose tender is accepted, _ _ _ _ _ and the earnest money **if** deposited **in cash** at the time of tenders, will be treated as a part of the security Deposit. The Security _ _ _ _ _ confirmatory advice is enclosed.

1. All work proposed _ _ _ as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the **application** and the amount of the security deposit **and Performance guarantee** to be deposited by the successful tenderer _ _ _ _ _ during office hours.

5. The officer inviting tender _ _ _ _ _ in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.

9A. Use of correcting fluid anywhere in tender document is not permitted. Such tender is liable for rejection.

13. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within **the period specified in Schedule F**. This guarantee shall be in the form of **cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form**.

(ii) The contractor whose tender is accepted, _ _ _ _ _ the earnest money deposited at the time of tenders, will be treated as a part of the security Deposit. The Security _ _ _ _ _ confirmatory advice is enclosed.

15. Sales-tax/VAT, purchase tax, turnover tax or any other tax on material _ _ _ _ _ whatsoever

15. Sales-tax, purchase tax, turnover tax or any other tax on material _____ whatsoever in respect of the same.

Page 14 of GCC

9(iii) Not Existing

Page 15 of GCC

CLAUSE 1

i) The contractor shall submit an irrevocable Performance Guarantee of 5% _____ written request of the contractor stating the reason for delays in procuring the **Bank** Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities _____ to make good the deficit.

CLAUSE 1A

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **10%** of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value _____ Government to make good the deficit.

Page 16 of GCC

All compensations or the other sums of money _____. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money **if** deposited **in cash** at the time of tenders will be treated a part of the Security Deposit.

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

in respect of the same.

9(iii) No payment for the work done will be made unless contract is signed by the contractor.

CLAUSE 1

i) The contractor shall submit an irrevocable Performance Guarantee of 5% _____ written request of the contractor stating the reason for delays in procuring the **Performance** Guarantee, to the satisfaction of the Engineer-in-Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Deposit at Call receipt of any scheduled bank/Banker's Cheque of any scheduled bank/Demand Draft of any scheduled **bank**/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities _____ to make good the deficit.

CLAUSE 1A

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **5%** of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value _____ Government to make good the deficit.

All compensations or the other sums of money _____. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated a part of the Security Deposit.

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

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 **Superintending Engineer** (whose decision in writing shall be final and binding) _ _ _ _ the work remains incomplete.

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CLAUSE 3

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy _ _ _ _ _ determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or _ _ _ _ _ notice for a period of seven days thereafter.
- ii) If the contractor being a company shall pass a resolution _ _ _ _ _ court to make a winding up order.
- iii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed _ _ _ _ _ continues to do so after a notice in writing of seven days from the Engineer-in- Charge.
- iv) If the contractor fails to complete the work within the stipulated date or items of work _ _ _ _ _ that behalf by the Engineer-in-Charge.

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) _ _ _ _ _ the work remains incomplete.

CLAUSE 3

Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy _ _ _ _ _ determine the contract in any of the following cases:

- i) If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or _ _ _ _ _ notice for a period of seven days thereafter.
- 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.
- 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.
- iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by

<p>v) If the contractor persistently neglects to carry out his obligations under the _ _ _ _ _ to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.</p> <p>vi) If the contractor commits any acts mentioned in Clause 21 hereof:</p> <p>vii) If the work is not started by the contractor within 1/8th of the stipulated time.</p>	<p>the Engineer-in-Charge.</p> <p>v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government; or</p> <p>vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge; or</p> <p>vii) If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering; or</p> <p>viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his</p>
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<p>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>a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination or rescission, 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>estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</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</p> <p>xii) If the work is not started by the contractor within 1/8th of the stipulated time.</p> <p>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>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 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</p>
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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 **or rescinded** as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted ----- entitled to be paid the value so certified.

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CLAUSE 5

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 **letter of acceptance** or from the date of handing over of the site _____ performance guarantee absolutely.

5.2 If the work(s) be delayed by:- _____

viii) any other cause which, in the absolute discretion of the **authority mentioned in Schedule 'F'** is beyond the Contractor's control.

5.4 In any such case the **authority mentioned in Schedule 'F'** may give a fair and reasonable extension of time _____ binding on the contractor.

CLAUSE 6A Not existing

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 -----
----- entitled to be paid the value so certified.

CLAUSE 5

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 _____ performance guarantee absolutely.

5.2 If the work(s) be delayed by:- _____

viii) any other cause which, in the absolute discretion of the **Engineer-in-Charge** is beyond the Contractor's control.

5.4 In any such case the **Engineer-in-Charge** may give a fair and reasonable extension of time _____ binding on the contractor.

CLAUSE 6A

Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract .

All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.

All such measurements and levels recorded by the contractor or his authorized representative from

	<p>time to time, during the progress of the work, shall be got checked by the contractor from the Engineer-in-Charge or his authorised representative as per interval or program fixed in consultation with Engineer-in-Charge or his authorized representative. After the necessary corrections made by the Engineer-in-Charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to the Engineer-in-Charge for the dated signatures by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance.</p> <p>Whenever bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer-in-Charge and/or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer-in-Charge and/or his authoised representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.</p> <p>The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerised MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.</p> <p>The contractor shall also submit to the department separately his computerized Abstract</p>
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	<p>of Cost and the bill based on these measurements, duly bound, and its pages machine numbered alongwith two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.</p> <p>The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the Engineer-in-Charge or his representative.</p> <p>Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.</p> <p>The contractor shall give not less than seven days' notice to the Engineer-in-Charge or his authorised representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorised representative incharge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be</p>
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<p>Page22 of GCC Clause 8B The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I Internal) 1972 and (Part-II External) 1972 as applicable within thirty day of the completion of the work. In case, contractor.</p> <p>Page22 of GCC CLAUSE 9 – PAYMENT OF FINAL BILL The final bill shall be submitted by the contractor _ _ _ _ _Engineer-in- Charge or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>i) If the Tendered value of work is upto Rs.5 lakhs. : 3 months</p> <p>ii) If the Tendered value of work exceeds Rs.5 lakhs : 6 months</p>	<p>made for such work or the materials with which the same was executed.</p> <p>Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.</p> <p>It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.</p> <p>Page22 of GCC Clause 8B The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I Internal) 2005 and (Part-II External) 1994 as applicable within thirty day of the completion of the work. In case, contractor.</p> <p>CLAUSE 9 – PAYMENT OF FINAL BILL The final bill shall be submitted by the contractor _ _ _ _ _Engineer-in- Charge or his authorised Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.</p> <p>i) If the Tendered value of work is upto Rs.15 lakhs. : 3 months</p> <p>ii) If the Tendered value of work exceeds Rs.15 lakhs : 6 months</p> <p>(To be introduced at the end of clause 10A)</p>
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Not existing

CLAUSE 10 B

Secured Advance on Non Perishable Materials

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 upto **75%** of the assessed value _ _ _ _ _ clauses of this contract.

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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 (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 changes in sales tax) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not

The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped atleast with the testing equipment as specified in schedule F

Clause 10 B

Secured Advance on Non Perishable Materials

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 upto **90%** of the assessed value _ _ _ _ _ clauses of this contract.

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 (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 changes in sales tax/VAT) and such increase in the price and/or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and/or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of the work in question.

If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct

being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax) and such decrease in the prices _ _ _ _ _ of such law, statutory rule or order.

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CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

If after submission of the tender, the price of materials **mentioned** in Schedule F increases/decreases beyond the price(s) _ _ _ _ _ the provisions of Clause 5 of the Contract without any action under Clause 2.

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CI = All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce.

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CLAUSE 10CC

Payment due to Increase/Decrease in Prices/Wages after Receipt of tender for works

j) Extra Items paid as per Clause 12 based on prevailing market rates during this quarter : (J)

Then, $M = C \pm F \pm I - J$
 $N = 0.85 M$

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CLAUSE 14

and/or wages of labour is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any changes in sales tax/VAT) and such decrease in the prices _ _ _ _ _ of such law, statutory rule or order.

CLAUSE 10 CA

Payment due to variation in prices of materials after receipt of tender

If after submission of the tender, the price of materials **specified** in Schedule F, increases/decreases beyond the price(s) _ _ _ _ _ the provisions of Clause 5 of the Contract without any action under Clause 2.

However for work done/during the justified period extended as above, it will be limited to indices prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less.

CI = All India Wholesale Price Index for the material for period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and 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.)

CLAUSE 10CC

Payment due to increase/Decrease in Prices/Wages after Receipt of tender for works

j) Extra Items/deviated quantities of item paid as per Clause 12 based on prevailing market rates during this quarter : (J)

Then, $M = C + F + I - J$
 $N = 0.85 M$

CLAUSE 14 stands deleted (Merged with Clause 3)

CLAUSE 16

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CLAUSE 16

Action in case work not done as per Specifications

All works under or in course of execution or executed _ _ _ _ superior officers, officer of the Quality **Control Organisation** of the Department and of the Chief Technical Examiner's Office, and the contractor shall, at all times, _ _ _ _ _ the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates incharge of the work or to the Chief Engineer in charge of Quality **Control** or his subordinate officers or to the Chief Technical Examiner _ _ _ _ on demand in writing which shall be made within **six months** of the completion of the work from the Engineer-in-Charge _ _ _ _ _ for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the **competent** authority may consider reasonable _ _ _ _ _ and binding on the contractor.

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CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people _ _ _ _ _ faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below **accept** road work) _ _ _ _ _ (six months in the case of work costing Rs. Ten lacs and below **accept** road work) after the issue of the certificate final or otherwise, of completion of work, _ _ _ _ _ passed whichever is later.

CLAUSE 18

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be

Action in case work not done as per Specifications

All works under or in course of execution or executed _ _ _ _ _ superior officers, officer of the Quality **Assurance Unit** of the Department or **any organization engaged by the Department for Quality Assurance** and of the Chief Technical Examiner's Office, and the contractor shall, at all times, _ _ _ _ _ the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates incharge of the work or to the Chief Engineer in charge of Quality **Assurance** or his subordinate officers or **the officers of the organization engaged by the Department for Quality Assurance** or to the Chief Technical Examiner _ _ _ _ _ on demand in writing which shall be made within **twelve months (six months in the case of work costing Rs. 10 Lac and below except road work)** of the completion of the work from the Engineer-in-Charge _ _ _ _ _ for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority **specified in schedule F** may consider reasonable _ _ _ _ _ and binding on the contractor.

CLAUSE 17

Contractor Liable for Damages, defects during maintenance period

If the contractor or his working people _ _ _ _ _ faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below **except** road work) _ _ _ _ _ (six months in the case of work costing Rs. Ten lacs and below **except** road work) after the issue of the certificate final or otherwise, of completion of work, _ _ _ _ _ passed whichever is later.

CLAUSE 18

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), ~~machinery, tools & plants as specified in~~

supplied from the Engineer-in-Charge's stores), **plant, tools, appliances, implements**, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to -----

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Clause 19K-Not Existing

machinery, tools & plants as specified in schedule F. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to -----

Clause 19K

Employment of skilled/semi skilled workers certified by recognized reputed agencies.

The contractor shall, at all stages of work, deploy skilled/semi skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen alongwith requisite certificate from recognized Institute to Engineer in charge for approval. Not with standing such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesman will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesmen per day. Decision of Engineer in Charge as to whether particular tradesmen possess requisite skill and amount of compensation in case of default shall be final

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CLAUSE 25

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 works or if there be no Chief Engineer, the **administrative head of the said CPWD**. If the arbitrator so appointed is unable or unwilling from the stage at which it was left by his predecessor.

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CLAUSE 37

Levy/Taxes payable by Contractor

i) Sales Tax or any other tax on materials in respect of this contract _ _ _ _ in this respect.

CLAUSE 40

If relation working in CPWD then the contractor not allowed to tender

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 the Superintending Engineer and **Assistant Engineer** (both inclusive) condition..... corresponding in –law

and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

CLAUSE 25

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 works 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 of Work, CPWD**. If the arbitrator so appointed is unable or unwilling from the stage at which it was left by his predecessor

CLAUSE 37

Levy/Taxes payable by Contractor

i) Sales Tax/VAT or any other tax on materials in respect of this contract shall be payable by the contractor and Government _ _ in this respect.

CLAUSE 40

If a relative working in CPWD, then the contractor not allowed to tender

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 the Superintending Engineer and **Junior Engineer** (both inclusive) condition..... corresponding in –law

2(x) Percentage on cost of materials and labour to cover all

SCHEDULE “F”

2(x) Percentage on cost of materials and labour to cover all overheads and profits. **10%**

Clause 1

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance **in days** _____ days
 ii) Maximum allowable extension beyond the period provided in i) above **in days** _____ days

CLAUSE 5**OR**

S. N.	Financial Progress	Time allowed (from date of start)	Amount to be with held
1.	1/8 th (of whole work)	1/4 th (of whole work)	In the event of not achieving the necessary progress as assessed from the running payment, 1% of the tendered
2.	3/8 th (of whole work)	1/2 (of whole work)	
3.	3/4 th (of whole work)	3/4 th (of whole work)	
4.	Full	Full	each milestone.

Time allowed for execution of work. _____

Authority to give fair and reasonable extension of time for completion of work _____

CLAUSE 6, 6A Not existing

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Clause 10A Not existing

overheads and profits. **15%**

Clause 1

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance _____ days
 ii) Maximum allowable extension beyond the period provided in i) above _____ days

CLAUSE 5

Deleted

Time allowed for execution of work. _____

Deleted

CLAUSE 6, 6A

Clause applicable – (6 or 6A) _____

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

- | | |
|----|----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |

Clause 18

List of mandatory machinery, tools & plants to

