



**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

O/o the Executive Engineer (E)-I
1st Floor, 'C' Wing, Kendriya Sadan,
Koramangala, Bangalore – 560034



Fax No.: 080-25500930, Tel. Office: 080-25521181, E-mail:
bedcpwdbng@gmail.com

NOTICE INVITING E-tender

NIT No. 56/EE(E)-I/Bangalore/2026-27(1st Recall)

Name of work: Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.

Estimated cost: Rs. 15,67,092/-

INDEX

1	Front cover and Index	1
2	Information and Instructions to Contractors for e-tendering	2 to 5
3	List of Mandatory Documents to be scanned and uploaded	6
4	List of Documents to be submitted after acceptance	7
5	Brief Particular of the work	8
6	Annexure-A (Receipt of deposition of original EMD)	9 to 10
7	Form of Performance Security	11 to 12
8	CPWD-6 for e- Tendering	13 to 17
9	CPWD - 7 & Schedule A to F	18 to 27
10	Amendments to GCC 2023 Maintenance works	28 to 71
11	Special Conditions	72 to 75
12	Commercial conditions	76 to 79
13	Additional conditions and specifications	80 to 84
14	Manufacturers Authorization Certificate (MAF)	85
15	Annexure -I Location and Address of officer	86
16	Schedule of Work	87

Certified that this e - NIT contains 1 – 87 Pages including index Page

**Executive Engineer (E)-I
Central P.W.D, Bangalore**

INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR TENDERING
FORMING PART OF NIT AND TO BE POSTED ON WEBSITE

(Applicable for inviting tenders in Single bid system)

The Executive Engineer (E)-I, Central. P.W.D, 1st Floor, 'C' Wing, Kendriya Sadan, Koramangala, Bangalore-34 **Phone No. 080-25500930., Tele Fax no. 080-22861570 (Email: cpwdbed2@kar.nic.in, bedcpwdbng@gmail.com)** for and on behalf of the President of India invites online **Percentage Rate** tenders **from OEM of Johnson Make lifts** for the following work in **Single Bid System**.

TABLE - 1.0

S.N	Particulars	Particulars
1	Draft NIT No.	56/EE(E)-I/Bangalore/2026-27(1 st Recall)
2	Name of work & Location	Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.
3	Estimated cost put to tender (In Rs.)	Rs. 15,67,092/-
4	Earnest money (In Rs.)	Rs. 31,342/-
5	Period of Completion	12 (Twelve) Months
6	Last date & time of upload of bids.	19/ 08 / 2026 up to 15.00Hrs.
7	Date & time of opening of bid.	19/ 08 / 2026 on 15.30Hrs.

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD, within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee

Demand Draft or Banker's Cheque or Fixed Deposit Receipts or/and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards **EMD in favour of the Executive Engineer (E), BCED-II, CPWD, Bangalore**, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/AE), CPWD and other documents as specified.

5. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of <https://etender.cpwd.gov.in>
6. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations/transactions on the e-tendering portal/website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
7. On the opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
8. Contractor can upload documents in JPG format and PDF format.
9. Contractor must ensure to **quote rate of percentage rate**. The column meant for quoting rate in figures appears in Yellow colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO)

However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

10. Contractor should quote the percentage above or below at par ECPT to two places of decimal only.
11. **Any dispute arising out of this tender including dispute related to encashment of any Bank Guarantee/ FDR etc., shall be subject to the jurisdiction of courts of Karnataka State only.**
12. GST on all materials as well as GST on Work Contract and Labour Welfare Cess etc., or any other tax applicable in respect of this contract shall be payable by the Contractor. Rate quoted by him shall be inclusive of such taxes, levies etc. and Government will not entertain any claim for reimbursement whatsoever in respect of the same.
13. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to

any number deemed suitable by it, if too many tenders are received satisfying the laid down criterion.

14. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose receipt of original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.
15. The bid submitted shall be opened at **15:30 Hrs. on 19/ 08 / 2026**
16. **The bidders are advised to visit the site to have more clarity about the site conditions and availability of space for execution of the work.**
17. The intending bidders are required to update their profile in CPWD e-tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/ uploading tender can be resolved through the concerned Executive Engineer/Assistant Engineer (**Phone No. 080-25534963, Tele Fax no. 080-25502762, (Email: bedcpwdbng@gmail.com)** or ERP help line No. 18001803286 or e-mail id cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.
18. Approved and eligible contractors of CPWD of appropriate class & category shall have valid Electrical license from competent authority in the name of contractor or an undertaking that they will either obtain valid electrical license at the time of execution of electrical work or associate with contractors having valid electrical license of eligible class.
19. The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications and other terms and conditions given in the NIT ~~and drawings~~. The tenderer should also read the applicable General conditions of Contract mentioned in the **Schedule-E**, which is available as Government of India Publications. The set of drawings and NIT shall be available with the **Executive Engineer (E) -I, CPWD, Bangalore**. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. ~~The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while filling the tender.~~
20. Intending tenderers shall in their own interest read all the items and bring omissions and errors / to the notice of the NIT inviting authority and no claim what so ever shall be entertained after opening of the tender. The decision of the said authority shall be final and binding in all such cases
21. ~~Pre bid conference will be held in the Office of Chief Engineer, CPWD, Bangalore at 11:00 Hrs. on ***** to clear the doubts of intending bidders, if any. Bidders shall send their queries before pre bid meeting latest by 16.00 Hrs on ***** to the Office of Executive Engineer (E) -I, CPWD, Bangalore (e-mail id: Bedcpwdbng@gmail.com, bedcpwdbng@gmail.com) and Postal address of EE is "The Executive Engineer (E) -I, CPWD, 1st Floor, 'C' Wing, Kendriya Sadan, Koramangala, Bangalore - 560 034~~

22. The bid submitted shall become invalid if:

- i) The bidders is found ineligible.
- ii) The bidders does not upload scanned copy of deposited original EMD along with Annexure-A receipt with Division office of any Executive Engineer ,CPWD(The EMD document shall only be issued from the place in which the office of receiving division office is situated.)
- iii) The bidders does not upload all the documents as stipulated in the bid document.

23. List of Mandatory Documents to be scanned and uploaded in JPG format or PDF format within the period of bid submission:

1	Insurance Surety Bonds, Account Payee Demand Draft or Banker`s Cheque or Fixed Deposit Receipts or/and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of the Executive Engineer (E), BCED-II, CPWD, Bangalore.
2.	Copy of Receipt for deposition of Original EMD issued from any Division office of CPWD where bidder deposited EMD (format of deposition receipt should be as per Annexure-A)
3.	Certificate of the OEM of Johnson Make lift.
4.	Valid Electrical Contractor License
5.	GST registration certificate, if already obtained by the bidder. OR If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/we shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or GST department in this regard"
6.	The agency must upload the ERP Training certificate of self or his / her authorized representative regarding successful completion of ERP Training from ERP portal
7	PAN of the contractor

24. List of Documents to be submitted after acceptance:

1.	Licenses/ Registrations or proof of applying for labour licenses, registration with EPFO, ESIC & BOCW Welfare Board
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**Executive Engineer (E) -I
Central. P.W.D, Bangalore**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

No. 69(1)/2026/EE(E)-I/Bangalore/1768(H)

Dated: 12/ 08/2026

Copy to:-

1. The Chief Engineer, CPWD, Bangalore for information please.
2. The Executive Engineer-I/II/III/CPWD, Bangalore and EE/EE(E), CPWD, Mysore.
3. All Assistant Engineer's under EE(E)-I/ CPWD/ Bangalore.
4. AAO/ OS/ Cashier/ Auditor of EE(E)-I/Bangalore, CPWD, Bangalore
5. Notice Board/ Planning Board.

Executive Engineer (E) -I

BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which bids are invited are as under:

Sl. No.	Name of Work	Estimated Cost	Period of completion
1	Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.	Rs. 15,67,092/-	12 (Twelve) Months

2. The work site is situated at **GPOA, Kendriya sadan, Koramangala Bangalore.**
3. Work shall be executed according to **General conditions of Contract mentioned in schedule A to F** and conditions of this contract document.

PROFORMA OF RECEIPT OF ORIGINAL EMD

1. The EE/ Engineer in charge/DDH of any divisions/projects of CPWD or any other officer designated by CPWD Directorate from time to time, are authorised to receive the EMDs. These authorities should receive the original EMD for their tenders or tenders of any other division/projects.
2. The NIT approving authority/Tender inviting authority at the time of issue of NIT shall also fill and upload the following prescribed format of receipt of deposition of original EMD along with NIT :-

RECEIPT OF DEPOSITION OF ORIGINAL EMD (Receipt No. / date)	
1. Name of work:	Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.
2. NIT No -.	56/EE(E)-I/Bangalore/2026-27(1st Recall)
3. Estimated cost:	Rs. 15,67,092/-
4. Amount of Earnest Money Deposit:	Rs.31,342/- (Rupees Thirty One Thousand Three Hundred and Forty Two Only)
5. Last date of submission of bid:	19/ 08 / 2026 upto 15:00 Hours
(*To be filled by tender inviting authority/NIT approving authority at the time of issue of NIT and upload along with NIT)	
1. Name of Contractor	
2. Form of EMD	
3. Amount of Earnest Money Deposit	
4. Date of submission of EMD	
5. Email ID of EMD receiving officer.....	
6. Office Phone number.....	
Signature, Name and Designation of EMD receiving officer along with Office stamp (#To be filled by EMD receiving EE/DDH)	

3. The Authority receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue receipt of deposition of earnest money to the agency in

a given format uploaded by tender inviting authority. The receipt may be issued by any subordinate gazetted authority as authorised by the EE/Engineer in charge/DDH.

4. The authority receiving original EMD shall also intimate tender inviting authority about deposition of EMD by the agency by email/fax/telephonically.
5. The original EMD receiving authority shall release the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever earlier, after verification from the e-tendering portal website (<https://etender.cpwd.gov.in>>closedTender>all) that the particular contractor is not L-1 tenderer and work is awarded.
6. The tender inviting authority will call for original EMD of the L1 tenderer from EMD receiving authority immediately.

On non-judicial stamp paper of minimum Rs.100

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)
**Form of Bank Guarantee for Earnest Money Deposit/ Performance Guarantee /
Security Deposit / Mobilization Advance**

1. Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has invited bids under (NIT number) dated for (name of work) The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date)* as **Earnest Money Deposit** from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

- Whereas the Executive Engineer (name of division), CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of the contractor) (hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) valid upto (date) as **Performance Guarantee / Security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.
2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.
3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).
4. We,..... (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time

any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

- | | |
|--|---|
| 1. Signature

Name and address | Authorized signatory

Name

Designation

Staff code No. |
| 2. Signature

Name and address | Bank seal |

*** Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two / three bid system from the date of submission of tender.**

**** In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee / security deposit / mobilization advance, as the case may be.**

CPWD-6 FOR E-TENDERING

1. The Executive Engineer (E) -I, Central. P.W.D, 1st Floor, 'C' Wing, Kendriya Sadan, Koramangala, Bangalore-34 **Phone No. 080-25500930., Tele Fax no. 080-22861570 (Email: cpwdbed2@kar.nic.in, bedcpwdbng@gmail.com)** on behalf of the President of India invites online **percentage rate** composite bids from **OEM of Johnson Make lifts** for the work of:

“Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.”

The enlistment of the contractors should be valid on the last date of submission of bids.

In case the last date of submission of bid is extended, the enlistment of contractor should be valid on the original date of submission of bids.

- 1.1 The work is estimated to cost **Rs. 15,67,092/-**. This estimate, however, is given merely as a rough guide.
 - 1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate division which will deal with all matters relating to the invitation of bids. For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.
2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** as amended up to the last date of submission of bid, which is available as a Govt. of India Publication and also available on website www.cpwd.gov.in. Bidders shall quote his rates (inclusive of GST and 1% labour Welfare Cess) as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 (Twelve) Months** from the date of start as defined in Schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
6. After submission of the bid, the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, bidder can revise the quoted rate any number

- of times but before last time and date of submission of bid as notified.
8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
 9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks towards EMD in **favour of Executive Engineer(E), BCED-II, CPWD, Bangalore** shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format (enclosed Annexure "A") uploaded by tender inviting EE in the NIT. The receipt shall also be uploaded to the e-Tendering web site by the intending bidder up to the specific bid submission date and time.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee including e-Bank Guarantee of any Commercial bank having validity for 90 days or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

The earnest money given by all the tenderers except the lowest tenderer shall be refunded immediately after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier. However, in case of two/three bid system, earnest money deposit of bidders unsuccessful during technical bid evaluation etc., should be returned within 30 days of declaration of result of technical bid evaluation.

Copy of Enlistment Order and other documents as specified in the notice inviting e-tender shall be scanned and uploaded to the e-Tendering website within the period of bid submission. **However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority.**

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 15:30 Hours on 19/ 08 / 2026 in the office of the Executive Engineer(E) -I, Central P. W.D, Bangalore.

10. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
- (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
(OM No. DG/SOP 2022/07 dated 09.11.2022)

11. **The contractor, whose bid is finally accepted, will be required to furnish performance guarantee** as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also to ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and programme Chart (Time & Progress) within the period specified in schedule F.

12. **The description of the work is**

"Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore."

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects

it or not and no extra claims / payments consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government mentioned if any, in this tender document and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without assigning any reason. All bids in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bids is strictly prohibited and the bids submitted by the tenderers who resort to canvassing will be liable to rejection.
15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The tenderer shall not be permitted to bid 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 shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the tenderer would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who has not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bids for the work shall remain open for acceptance for a period of **thirty (30) days** from the due date of opening of bids ~~in case of single bid system and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system.~~ Further,

- (i) If any tenderer withdraws his tender or makes any modifications in the terms & condition of the tender which is not acceptable to the department **within 7 days after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit **50% of the earnest money** absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender or makes any modification in terms and conditions of the tender which is not acceptable to the department **after expiry of 7 days after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit **100% of the earnest money** absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidder shall not be allowed to participate in the rebidding process of the same work.
19. This notice inviting bid shall form a part of the contract document. The successful bidders / tenderer, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of work, sign the agreement consisting of:
- (a) The Notice Inviting Bid, all the documents including special conditions, additional conditions, particular specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - (b) Standard C.P.W.D. Form 7 & the applicable General Conditions of Contract mentioned in the Schedule-E as modified and corrected upto previous day of the last date of submission of the tender.

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

**STATE : KARNATAKA
DIVISION: EE (E)-I**

**ZONE : BANGALORE ZONE
BRANCH : B & R**

PERCENTAGE RATE TENDER & CONTRACT FOR WORKS

Tender for the work of: Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.

- (i) **To be submitted / uploaded by 15:00 hours on 19/ 08 / 2026 upload at <https://etender.cpwd.gov.in / cpwd>**
- (ii) **To be opened in presence of tenderers who may be present at 15:30 hours on 19/ 08 / 2026 in the office of the Executive Engineer(E) -I, CPWD, Bangalore-560034.**

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for Thirty (30) days from the due date of its opening and not to make any modification in its terms and conditions.

I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank is scanned and uploaded.

If I/We, fail to furnish the prescribed performance guarantee within prescribed period. 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 the successors in office shall without prejudice to any other right or remedy

available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address :

Occupation :

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for an on behalf of the President of India for a sum of Rs..... *Rupee..... *
.....).

The letters referred to below shall form part of this contract agreement:

- (a) *
- (b) *
- (c) *

For & on behalf of the President of India

Signature *

Dated: *

Designation *

PROFORMA OF SCHEDULES

(Separate Proforma for Civil, Elect. & Hort. Works in case of Composite Tenders) (Operative Schedules to be supplied separately to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities : As per Schedule attached

SCHEDULE 'D' : Extra schedule for specific requirements / documents for the work, if any – As per NIT

SCHEDULE 'E' : Reference to General Conditions of Contract: ~~{GCC EPC Projects 2022/ GCC Maintenance Works 2023/GCC Construction works 2023}~~
Applicable GCC is **GCC Maintenance Works 2023** as modified and corrected upto previous day of the last date of submission of the tender.

Name of work : **“Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.”**

Estimated cost of work : **Rs. 15,67,092/-**

(i) Earnest Money : **Rs.31,342/- (to be returned after receiving PG)**

(ii) Performance Guarantee : (a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher).

(b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.

(iii) Security Deposit : 2.5% of composite tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS

Officer inviting tender : Executive Engineer (E)-I, CPWD, Bangalore -34
Phone No: 080-25534963,
Fax No: 080-25502762
Email ID: (cpwdbed2@kar.nic.in,
bedcpwdbng@gmail.com)
Or successor thereof

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below
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DEFINITIONS:

2(vi)	Engineer-in-Charge	
	(i) Electrical work	Executive Engineer (E)-I, CPWD, Bangalore or his successor thereof.
2(viii)	Accepting Authority	Executive Engineer (E)-I, CPWD, Bangalore or his successor thereof.
2(x)	Percentage on cost of materials and Labour to cover all overhead and profits	15%
2(x)(a)	Standard Schedule of Rates	
	(i) Electrical work	PAR 2025 and DSR-2025 (E&M) with amendments up to last date of submission of bid.
	(ii) Civil work	2023 DSR with amendments up to last date of submission of bid.
2(xi)	Department	Central Public works Department (CPWD)
9(ii)	Standard CPWD Contract Form	Standard CPWD Contract Form General Conditions of Contract Maintenance Works 2023 , CPWD Form 7 7-8 as modified & corrected up to previous day of the last date of submission of the tender.

CLAUSE 1

- (i) Time allowed for submission of Performance Guarantee, programme chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW welfare board or proof of applying there of from the date of issue of letter of acceptance. : 7(Seven) days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (1) above..... : 3 (Three) days with late fee @0.1% per day of the PG amount

CLAUSE 2

Authority for fixing compensation under Clause2 : Chief Engineer, CPWD, Bangalore or his successor thereof

CLAUSE 2A

Applicable Clause 2/2A : Clause 2

CLAUSE: 5

Number of days from the date of issue of letter of acceptance for reckoning date of start : **10 (Ten) days** or date of handing over of site whichever is later

Mile stone(s) as per Table given below: : NOT APPLICABLE

Sl. No.	Description of Milestone (Physical)	Time Allowed in days (from date of start)	Amount to be with-held in case of non-achievement of milestone
	NA		

Withheld amount shall be released if and when subsequent milestone is achieved within respective time specified. The main contractor will ensure that electrical components of the work are executed in time without giving any chance for slippage of milestone an account of delay in execution of associated electrical works by him. However, in case milestones are not achieved by the contractor for the work, the amount shown against milestone shall be withheld by the Engineer-In-Charge of the respective components.

Note: Intending tenderer may submit phasing of activities / milestones on the basis of their resources and methodology at the time of tendering corresponding to physical milestones / stages indicated in the above table. These shall be formed part of the agreement after approval of the accepting authority.

Time allowed for execution of work : 12 (Twelve) Months

Authority to decide

- (i) Extension of time : Executive Engineer (E)-I CPWD, Bangalore or his successor thereof.
- (ii) Rescheduling of mile stone : The Chief Engineer, Bangalore, CPWD, Bangalore or his successor thereof
- (iii) Shifting of date of start in case of delay in handing over of site. : The Chief Engineer, Bangalore, CPWD, Bangalore or his successor thereof

PROFORMA OF SCHEDULES (Clause 5) Schedule of handing over of site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Nil	Nil
Part B	Portions with encumbrances	Nil	Nil
Part C	Portions dependent on work of other agencies	Nil	Nil

Applicable Clause 5/5A : Clause 5

Clause 6 : Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB)

Mode of Measurement : CMB / ~~EMB~~

Clause 7

Gross work to be done together with net payment / adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment : **3 Months or 4 Lakhs which ever is minimum**

Clause 7A

Whether Clause 7A shall be applicable : **Yes, Applicable**

No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.

CLAUSE 10A

List of testing equipments to be provided : NA
by the contractor at site lab

CLAUSE 10B (ii)

Whether Clause 10B (ii) shall be : ~~Yes~~/ No
applicable

CLAUSE 10C

Whether Clause 10C shall be applicable
(Applicable in only those contracts where : **Not Applicable**
Clause-10CC is not applicable)

Component of labour expressed as percent : **15 %**
of value of work

CLAUSE 10 CC : ~~Applicable~~/ Not Applicable

Schedule of component of other Materials, Labour etc. for price escalation.

Component of civil (except materials **Xm**%
covered under clause 10CA) /Electrical
construction value of work

Component of Labour- expressed as **Y**%
percent of total value of work

Note: Xm.....% should be equal to (100) – (materials covered under clause 10CA
i.e. Cement, Steel, POL and other materials specified in clause 10CA + Component of
Labour

CLAUSE 11

Specifications to be followed : CPWD General specifications for electrical works,
for execution of work Part-I: Internal 2023, Part-II: External 2023,
(Electrical) Part-III: Lift & Escalators -2023, CPWD
specifications 2009 Vol-I &II as amended upto
last date of submission /uploading of tender.
Special condition, particular specification,
relevant BIS codes, NBC 2016 and if all are not
available manufactures specification.

CLAUSE 12

Type of work:

Maintenance work

12.2	Deviation limit beyond which Clauses 12.2 shall apply for building works	:	NO Limit
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CLAUSE 16

Competent Authority for deciding : The Chief Engineer, CPWD, Bangalore-34
reduced rates or successor thereof

CLAUSE 18

List of mandatory machinery, tools : As per site requirement and NIT
& plants to be deployed by the
contractor at site

CLAUSE 19C

Authority to decide penalty for each : EE (E)-I, CPWD, Bangalore-34 or
default successor thereof

CLAUSE 19D

Authority to decide penalty for each : EE (E)-I, CPWD, Bangalore-34 or
default successor thereof

CLAUSE 19G

Authority to decide penalty for each : EE (E)-I, CPWD, Bangalore-34 or
default successor thereof

CLAUSE 19K

Authority to decide penalty for each : EE (E)-I, CPWD, Bangalore-34 or
default successor thereof

CLAUSE 25

I	Conciliator	The Additional Director General, RB, CPWD, Bangalore
II	Arbitrator Appointing Authority	The Chief Engineer, CPWD, Bangalore
III	Place of Arbitration	Bangalore, Karnataka

CLAUSE 32:

Requirement of Technical Representative(s) and recovery Rate. –**NOT Applicable**

Sl. No.	Qualification	No. of major + minor component	Minimum experience (years)	Designation Technical Staff	Rate at which recovery shall be made from the contractor in the event of fulfilling
1	Graduate Engineer Or Diploma Engineer	1 No. (E & M)	2 or 5 years respectively	Project Manager cum planning/ Quality/ Site/ billing Engineer	Rs. 15,000/- Per month per person

Assistant Engineers retired from government service that are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10-year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

CLAUSE 38

- Not Applicable

(i)	(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023 with upto date correction slips printed by CPWD	
(ii)	Variations permissible on theoretical quantities:		
	(a)	Cement	
		For works with estimated cost put to tender not more Rs. 25 lakhs	3% plus / minus
		For works with estimated cost put to tender more than Rs. 25 lakh	2% plus / minus
	(b)	Bitumen for all works	2.5% plus only and NIL on minus side
	(c)	Steel Reinforcement and structural steel sections for each diameter, section and category	2% plus / minus
	(d)	All other materials	NIL

AMENDMENTS TO GCC 2023 FOR MAINTENANCE WORKS

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/01

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 10.11.2023

Sub: Modification in GCC Maintenance Works 2023 Receipt and refund of EMDs online through e-gateway of SBI for e-tendering as pilot cases – reg.

The provision on earnest money deposit (EMD) through e-tendering is modified as under and shall only be applicable for C, E, I, N and Central Secretariat Divisions under ADG (Delhi) as pilot cases with immediate effect:-

Existing Provision	Modified Provision
CPWD-EPC CPWD-7/8	CPWD-EPC CPWD-7/8
GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT Percentage Rate Tender/Item Rate Tender & Contract for Works	GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT Percentage Rate Tender/Item Rate Tender & Contract for Works
TENDER I/We have deposited EMD for the prescribed amount in the office of concerned Executive Engineer as per the bid document.	TENDER I/We have deposited EMD through online payment mode for the prescribed amount as per the bid document.
A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to	In respect of portion of EMD prescribed in the shape of BG, the scanned copy of original Bank Guarantee including e-Bank Guarantee (as applicable) of any commercial bank having validity for a period of 90 days for single bid and 180 days for two bid systems or more from the last date of receipt of bids (strike out as the case may be), is to be uploaded. If I/We, fail to.....

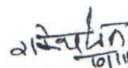
This is issued with the approval of DG CPWD.


10.11.2023
(वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9134857

के.लो.नि.वि. तथा लो.नि.वि. दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (के.लो.नि.वि.वेबसाईट के माध्यम से)।


10.11.2023
R.K. JAIN
(EE (Contact))

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

No. DG/CON/Maintenance 2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 08.12.2023

Subject: Modifications in Conditions of Contract, Clause 5 and schedule F in clause 5 of GCC 2023 Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance works.

Existing Provision	Modified Provision
CONDITIONS OF CONTRACT	CONDITIONS OF CONTRACT
Definitions	Definitions
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	2. No change:-
(i) to (xvii)	(i) to (xvii) No Change
(xviii) No provision	(xviii) Concurrent delay: Concurrent delays are those delays occurring in the work concurrently in any combination or combination of all delay fall under different sub clauses 5.2, 5.3 and 5.5.
Clause 5 Time and Extension for Delay	Clause 5 Time and Extension for Delay
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 work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, the performance guarantee shall be forfeited by the Engineer in Charge and shall be absolutely at the disposal of the Government without prejudice to any other right or remedy available in law.	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 work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to

R.K. JAIN
(EE (Contact))

Page 1 of 9

	any other right or remedy available in law. The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.
5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of designs as specified in the Schedule 'F', i. the Contractor shall submit a Time and Progress Chart for each mile stone. The Engineer-in-Charge may within 7 (seven) working days thereafter, if required modify, and communicate the program approved to the contractor failing which the program submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents. ii. In case of non-submission of construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.	5.1 The contractor as soon as possible but within 7 (seven) days of issue of letter of award of work shall submit a time and progress chart to the Engineer-in-Charge. Such chart shall be made in due consideration of a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of design(s) and drawing(s) as specified in the Schedule 'F', i. The Contractor shall submit a Time and Progress Chart for each milestone. The Engineer-in-Charge may within 7 (seven) days of receipt of such chart, make modifications thereafter, if any, and communicate the approved chart to the contractor, failing which the chart submitted by the contractor shall be deemed to be approved by the Engineer-in- Charge. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents. ii. In case of non-submission of time and progress chart by the contractor, the chart prepared by the Engineer-in- Charge shall be deemed to be final.

21/12/2023
R.K. JAIN
(EE (Contact))

Page 2 of 9

iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract. iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery as per Schedule F to be decided by the NIT approving authority shall be made on per week or part basis in case of delay in submission of the monthly progress report v. No provision	iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract. iv. The contractor shall submit the Time and Progress Chart containing upto date progress of work using the mutually agreed software or in the format decided by Engineer-in-Charge. Such chart shall be submitted by the contractor on or before 5th day of each month failing which a recovery as mentioned in Schedule 'F' shall be made at the earliest from running account bill without any notice in this regard. v. While recording the hindrances in the progress of the work, due consideration should be given to the cause of hindrance. The hindrances shall be segregated in following categories : a) delays due to reasons beyond the control of both parties (sub-clause 5.2) b) delays attributable to the Department and concurrent delays (sub-clause 5.3). c) delays solely attributable to the contractor (sub-clause 5.5)
5.2 If the work(s) be delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in	5.2 Delays due to reasons beyond the control of both parties: If the work(s) delayed by:- i. force majeure, or ii. abnormally bad weather, or iii. serious loss or damage by fire, or iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in

21/04/23
R.K. JAIN
(EE (Contact))

Page 3 of 9

executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control	executing work not forming part of the Contract, or vi. any other cause like above which, in the reasoned opinion of the Engineer-in-Charge is beyond the Contractor's control.
Then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.	Then upon the happening of any such event causing delay, the contractor shall within 03 (three) days give online notice thereof through ERP Portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work(s). The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through ERP portal. The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s) In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency. The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding. The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five)


R.K. JAIN
 (EE (Contact))

Page 4 of 9

	days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.	No change.
5.3 In case the work is hindered in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, the authority as indicated in Schedule 'F' shall, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work.	5.3 Delays attributable to the department In case the work is hindered, in the opinion of the contractor, by the Department or for any reason / event, for which the Department is responsible, then upon the happening of such event causing delay, the Contractor shall within 3 (three) days give online notice there of through ERP Portal to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the work. The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP portal. The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s). In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency. The decision of Engineer-in-Charge with regard to nature of event causing delay, its start date and end date, as has been finalized during acknowledgement of notice, shall be final and binding.


 R.K. JAIN
 (EE (Contact))

Page 5 of 9

	The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.	Such extension of time or rescheduling of milestone(s) shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and shall have no claim of damages.
5.4 Request for rescheduling of Mile stones or extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed forms i.e. Form of application by the contractor for seeking rescheduling of milestones or Form of application by the contractor for seeking extension of time (Appendix - XVI) respectively to the authority as indicated in Schedule 'F'. The Contractor shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, the contractor shall produce a revised programme without causing any delay in execution	5.4 Rescheduling of milestone(s) and 'extended date of completion' The request for rescheduling of Milestone(s) and extension of time, shall be made by the Contractor through ERP Portal once in a month on the basis of hindrances accepted by Engineer-in-Charge under sub-clause 5.2 and sub-clause 5.3. The Contractor shall indicate in such a request number of days by which rescheduling of milestone(s) and/or extension of time is desired. Deleted

2.10.2025
R.K. JAIN
(EE (Contract))

Page 6 of 9

of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.

No provision

The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub-clauses 5.2, 5.3 and 5.5.

The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.

5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones.

5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).

E-in-C shall finalize/ reschedule a particular mile stone before taking an

Engineer-in-Charge shall finalize/ reschedule a particular mile stone

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(EE (Contact))

Page 7 of 9

action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 days of the date of receipt of such request from the Contractor in prescribed form. In event of non-application by the contractor for extension of time E-in-C after affording opportunity to the contractor, may give, supported with a programme (as specified under 5.4 above), a fair and reasonable extension within a reasonable period of occurrence of the event.	before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority as indicated in Schedule 'F' in writing, within 21 (twenty one) days of the date of receipt of such request from the Contractor on ERP Portal.
5.5 In case the work is delayed by any reasons, in the opinion of the Engineer- in-Charge, by the contractor for reasons beyond the events mentioned in clause 5.2 or clause 5.3 or clause 5.4 and beyond the justified extended date, without prejudice to right to take action under Clause 3, the Engineer-in-Charge may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.	5.5 Delays attributable solely to the contractor In case the work is delayed by reasons solely attributable to the contractor, then Engineer-in-Charge or his representative(s) may record the event causing delay within 05 (five) days of occurrence of delay in the ERP portal. Contractor shall take the notice of the same for necessary action. He may submit his version, if any within 05 (Five) days. Engineer-in-Charge, considering the version of the contractor, will take decision on such recording of the event and the decision of the Engineer-in-Charge shall be final and binding. The contractor shall be liable for levy of compensation for such delays (i.e. for the period beyond the justified extended date of completion as determined in sub clause 5.4 and this default of contractor shall be dealt in conjunction with clause 2 of the contract. In case the work is delayed, due to hindrances attributable solely to the contractor, beyond the justified extended date (as stated in sub clause 5.4), the authority indicated in Schedule 'F', without prejudice to provisions to take action under Clause 3, may grant extension of


 R.K. JAIN
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Page 8 of 9

	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 5 Authority to decide: i. Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be) ii. Rescheduling of mile stones (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be) iii. Shifting of date of start in case of delay in handing over of site (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 5 i. Authority to convey the decision of shifting of milestone and extension of time (Engineer-in-Charge or Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be) ii. Authority to decide rescheduling of milestone and extension of time (SE/SE&PD/CE/CE&ED). iii. Shifting of date of start in case of delay in handing over of site (SE/SE&PD/CE/CE&ED).

This OM is applicable for all NITs uploaded after date of issue of this OM.

This is issued with the approval of DG CPWD.

08.12.2023
(वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance e-file 9161772

के.लो.नि.वि. तथा लो.नि.वि. दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु (के.लो.नि.वि.वेबसाईट के माध्यम से)।

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Page 9 of 9

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 18.12.2023

Subject: Modifications in Conditions of Contract, Clause 12 and Schedule E and F of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 Maintenance Works:

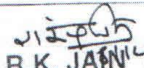
Existing provision	Modified provision
CONDITIONS OF CONTRACT	CONDITIONS OF CONTRACT
Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
(i) to (x)(a)	(i) to (x) (a) No change
(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.	(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued previous day of the last date of submission of the tender.
(xi) to (xv)	(xi) to (xv) No change
(xvi) No provision	(xvi) Extra items are those items which are not available in the contract. a. Non Schedule Extra Items are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. Scheduled Extra Items are those items which are available in the Standard Schedule of Rates specified in Schedule F.
(xvii) No provision	(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation amount admissible as per agreement etc.

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(xviii) No provision	(xviii) Maintenance work: Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition/ alteration, annual repair, comprehensive maintenance work etc.
Clause 12 Deviations/ Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.	Clause 12 Deviations/ Variations Extent and Pricing No change
The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0	The completion cost shall, in no case, exceed 1.5 times the contract amount. Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.


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times of contract amount with recorded reasons and take suitable corrective action.	Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claim(s) whatsoever on this account.
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	12.1 The time for completion of the works shall, in the event of any deviation(s) and extra item(s) resulting in additional cost over the contract amount will be extended, if requested by the contractor, as follows : (i) In the proportion to the additional cost of work, bears to the original contract amount plus (ii) 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the	12.2 Deviation, Extra Items and Pricing Deleted Deleted


 R.K. JAIN 463
 (EE (Contact))

estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable),

failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

(a) **Non Schedule Extra Item(s)** - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification.

Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be

- i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.

Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.


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Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined. However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F. The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).
(b) No Provision	(b) Scheduled Extra Items - For percentage rate tender, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender. - For item rate tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).


 R.K. JAIN
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The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.
12.3 Deviation, Deviated Quantities, Pricing All the deviated quantities shall be paid at agreement rates	12.3 No change
12.4 The case of any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	12.4 No Change
12.5 No provision	12.5 Cost index Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rate(s) of extra item(s).
12.6 No provision	12.6 Labour rates Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'E' Reference to General Conditions of Contract	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'E' Reference to General Conditions of Contract : (GCC EPC Projects 2022/ GCC Maintenance Works 2023/ GCC Construction Works 2023)


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	Applicable GCC is as modified & corrected upto previous day of the last date of submission of the tender. (NIT approving authority to mention one GCC in the space provided above)
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Officer inviting tender Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below	SCHEDULE 'F' GENERAL RULES & DIRECTIONS: No Change Deleted
9 (ii) Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	9(ii) Standard CPWD contract Form General Conditions of Contract Maintenance Works 2023 , CPWD Form 7/ 8 as modified & corrected upto previous day of the last date of submission of the tender.
Clause 12 12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	Clause 12 Deleted

This issues with the approval of DG CPWD.


 18.12.2023
 (वी. पी. साहू)
 अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9163323

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)


 R.K. JAIN
 (EE (Contact))

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

No. DG/CON/Maintenance 2023/04

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 08.02.2024

Subject: Modifications in Conditions of Contract and Clause 19 of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance Works:

Existing provision	Modified provision
CONDITIONS OF CONTRACT Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xix) (xx) No provision (xxi) No provision	CONDITIONS OF CONTRACT Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xix) No change (xx) Adolescent Person: A person who has completed his/her fourteenth year of age but has not completed his eighteenth year. (xxi) Hazardous works: Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.
Clause 19 Labour Laws to be complied by the Contractor The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	Clause 19 Labour Laws to be complied by the Contractor No change No change No change

The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time. No change No change
Clause 19A No labour below the age of eighteen years shall be employed on the work.	Clause 19A No person below the age of fourteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous works/process.
C.P.W.D. Contractor's Labour Regulations 2. DEFINITIONS i. (c) Who is an out worker, that is to say, person to whom any article or materials are premises under the control and management of the principal employer. No person below the age of 18 years shall be employed to act as a workman.	C.P.W.D. Contractor's Labour Regulations 2. DEFINITIONS i. (c) No change. No person below the age of fourteen years shall be employed on the work. However Adolescent Persons can be employed on non-hazardous works/process.

This issues with the approval of DG CPWD.


08.02.2024
(वी. पी. साहू)

अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2024/Maintenance e-file 9169019

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)

**Central Public Works Department
Office Memorandum**

No. DG/CON/Maintenance 2023/05

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD 21.03.2024

NIRMAN BHAWAN, NEW DELHI

Dated: 20.02.2024

Subject: Modifications in Conditions of Contract, Clause 19 and 20 of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance Works:

Existing provision	Modified provision
CONDITIONS OF CONTRACT Definitions 9. Signing of Contract:- The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:- (i) to (iii) No Provision	CONDITIONS OF CONTRACT Definitions 9. Signing of Contract:- The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:- (i) to (iii) No change In the event of successful tenderer being a firm/company, then the agreement shall be signed by all the partners or directors thereof individually. In the event of the absence of any partner/director, it shall be signed on his behalf by a person holding a power of attorney (duly notarized by notary public or board resolution in case of company) authorizing him to do so.
Clause 19 B Payment of Wages (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.	Clause 19 B Payment of Wages (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 and Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended time to time.

21/03/24
R.K. JAIN
(EE (Contact))

(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.	Thus higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer . (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
Clause 20 Minimum Wages Act to be Complied With The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.	Clause 20 Minimum Wages Act to be Complied With The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

This issues with the approval of DG CPWD.

V.P. Sahu 01.03.2024
(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023 e-file no. 9163323

To all the concerned officers of CPWD/PWD for information and necessary action please. (Through CPWD Website)

R.K. Jain
29/01/2024
R.K. JAIN
(EE (Contact))

**Central Public Works Department
Office Memorandum**

No. DG/CON/Maintenance 2023/06

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

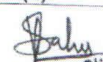
Dated: 01.03.2024

Subject: Modifications in Clause 7 of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 7 Payment on intermediate certificate to be regarded as Advances No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. calendar month of the measurements recorded upto previous month as per clause 6. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. No provision	Clause 7 Payment on intermediate certificate to be regarded as Advances No change. The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in schedule 'F' is achieved. In such case(s) no interest / compensation shall be recoverable from contractor. Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).

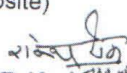
This issues with the approval of DG CPWD.


(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file no. 9135972

To all the concerned officers of CPWD/PWD for information and necessary action please. (Through CPWD Website)


R.K. JAIN
(EE (Contact

Central Public Works Department

Office Memorandum

No. DG/CON/Maintenance 2023/07

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 05.03.2024

Subject: Modifications in Clause 19 of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 for Maintenance Works.

Existing provision	Modified provision
Clause 19 Labour Laws to be complied by the Contractor The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979. The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.	Clause 19 Labour Laws to be complied by the Contractor No change No change No change No change. No change


05/03/2024
R.K. JAIN
(EE (Contact))

**Central Public Works Department
Office Memorandum**

No. DG/CON/Maintenance 2023/08

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 03-06-2024

Subject: Modifications in Clause 36 of GCC 2023 for Maintenance Works

The following amendment is made in the Clause 36 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 36 If relative working in CPWD then the contractor not allowed to tender The contractor shall not be <u>permitted</u> to tender for works in the CPWD circle <u>(Division in case of contractors of Horticulture/Nursery categories)</u> 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 <u>Superintending Engineer</u> and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working <u>with him in any capacity</u> or are subsequently employed by him and who are near relatives to any <u>Gazetted Officer in the C.P.W.D. or in the Ministry of Housing and Urban Affairs</u>. Any breach of this condition by the contractor would render him liable to be <u>removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in CPWD for any breach of this condition.</u> NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.	Clause 36 If relative working in CPWD then the contractor is not allowed to participate in the tendering process The contractor (enlisted or non-enlisted in CPWD) shall not be allowed to participate in the tender for work(s) in the CPWD Zone/circle /Division/Sub-Division responsible for award and/or execution of contract(s) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working or are subsequently employed by him and who are near relatives to any Officer working in the CPWD. Any breach of this condition by the contractor would render him liable to be debarred for a period upto two years from tendering in CPWD as decided by the accepting authority mentioned in Schedule F and his decision will be excepted from clause 25.
	No change.

This issues with the approval of DG, CPWD.


 03-06-2024
 (V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance

e-file 9135972

All CPWD and PWD officers for information and necessary action. (Through CPWD website)

17/07/2024
 R.K. JAIN
 EE (Contract)

**Central Public Works Department
Office Memorandum**

No. DG/CON/Maintenance 2023/09

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 03-06-2024

Subject: Additions in 'General Rules and Directions' of GCC 2023 for Maintenance Works

The following additions are made in GCC 2023 for Maintenance Works under 'General Rules and Directions':

Existing provision	Modified provision			
General Rules and Directions Sl. No. 1 to 16 No Provision	General Rules and Directions No Change 17. <u>Price Preference to SC/ST individual contractor for</u> <table><tr><td>item</td><td>rate/percentage</td><td>rate</td></tr></table> tender: Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:- i. For work(s) upto and equal to an estimated cost of Rs.2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s). ii. For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of ½% may be accepted in such cases. iii. The price pretence upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor. The above concession shall be allowed only after proper verification of the individual contractor's claim of belonging to SC/ST community.	item	rate/percentage	rate
item	rate/percentage	rate		
Schedule F No Provision	Schedule F Price Preference to SC/ST individual contractor is valid upto (date)			

This issues with the approval of DG CPWD.


 03.06.2024
 (V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9163323

All CPWD and PWD officers for information and necessary action.(Through CPWD website)

21/05/2024
 R.K. JAIN
 EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/10
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 09.10.2024

Subject: Modifications in Clause 10A of GCC 2023 for Maintenance Works.

The following amendment is made in the Clause 10A of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 10A Materials to be provided by the contractor The contractor shall as specified in Schedule F. No Provision	Clause 10A Materials to be provided by the contractor (i) No Change (ii) Maintenance of Material at Site (MAS) Register (a) MAS register of the key materials including Cement, Steel Bitumen, Paint, Primer, Distemper, Varnishes, Tile Adhesive, Admixture, Anti termite chemical Water proofing compound material and other items as required by Engineer-in-Charge, and shall be maintained as per proforma in Appendix-XX of GCC. All the entries in the MAS registers are made by the designated staff of the contractor and same is reviewed weekly by the authorized representative and fortnightly by the Engineer-in-Charge. However, contractor is responsible for maintenance and safe custody of MAS registers.
(b) No provision	(b) The self-attested copies of tax paid bill of all the materials entered in the MAS register shall be submitted by the contractor at the time of review by representative of Engineer-in-Charge. In case of any doubt, genuineness of the tax paid bills; it can be verified by the representative of the Engineer-in-Charge or the Engineer-in-Charge, however, onus of genuineness of tax paid bills rest with the contractor.

R K SINGH
EE(Manual)

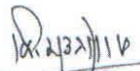
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Appendix-XX
REGISTER OF MATERIAL AT SITE (MAS)

1. Division/Sub-division
2. Name of Work
3. Name of Article/Item
4. Estimated Requirements

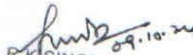
S. No.	Date of Receipts (Details of Challans/ Bills, Specific location where Plants and Materials received/ Vehicle No.	Received from/ Issued to	Quantity Received	Date of issue	Specific location where Plants & Materials Displayed / Delivered / issued	Quantity Issued	Balance Quantity	Signature of authorized representative of contractor	Signature of authorized representative of Engineer -in-Charge/ AE/EE/	Remarks
1	2	3	4	5	6	7	8		9	10

This issues with the approval of DG, CPWD.


 (दिनेश कुमार उज्जैनिया)
 अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/ Maintenance/2024
e-file 9184028 (DFA/9301389)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)


 R.K. SINGH
 EE(Manual)



केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance-2023/11

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 29.10.2024

Subject: Modifications in Conditions of Contract, Clause 10A of GCC Maintenance Works 2023.

Following amendments are made in the GCC Maintenance Works 2023 :-

Existing Provision	Modified Provision
Clause 10A: Materials to be provided by the Contractor (i) The contractor shall, thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. 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 at least with the testing equipment as specified in schedule F. No Provision	No Change Field Laboratory: The contractor shall at his own expense, setup a material testing lab equipped with the testing equipment as specified in schedule F at site for conducting routine field test. External Laboratory: Letter for submitting sample(s) for testing of material shall be sent through e-mail to the Lab by authorized representative of Engineer-in-Charge or Engineer-in-Charge of the work along with name(s) of test(s) to be done on the material. The contractor shall collect the sample(s) from the site and submit it to the lab; make necessary payment for the testing charges. He will inform on the same day through email to

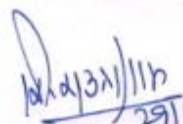

 R K SINGH
 EE(Manual)

1

No Provision	authorized representative of Engineer-in-Charge and Engineer-in-Charge regarding submission of sample (s) and payment made to the lab. If he either fails to collect or submit the sample(s) to the lab within 03 days or in time as prescribed in the specifications, whichever is earlier, the Engineer-in-Charge shall collect and submit the sample(s) and make necessary payment for testing charges to the lab. In such case, Engineer-in-Charge shall make recovery on account of collection and submission of sample(s) to the lab and paid testing charges etc. from the next R/A bill / Final bill of the contractor. This action of Engineer-in-Charge shall be final and binding. If the contractor fails three times in collection and/or submitting sample(s) and/or fails to make payment for testing charges, the contractor shall be debarred from tendering in CPWD for a period of two years.
Sl. no. (ii) (a) and (b)	No change

This OM is applicable for all NITs uploaded after date of issue of this OM.

This is issued with the approval of DG CPWD.


 29/10/24
 (दिनेश कुमार उज्जैनिया)
 अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2024/Maintenance e-file- 9184436 (DFA/9303295)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
 (केलोनवि वेबसाईट के माध्यम से)


 29.10.24
 R K SINGH
 EE(Manual)

**केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन**

No. DG/CON/Maintenance 2023/12

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 03.01.2025

Subject: Modifications in General Rules and Directions of GCC 2023 for Maintenance Works.

The following amendments are made in the General Rules and Directions of GCC 2023 for Maintenance Works:

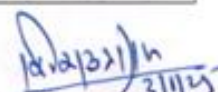
Existing provision	Modified provision
Applicable for Item Rate Tender only (CPWD - 8) 4 The rates rupee one. In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. If the revised their tenders. In case of any be forfeited. In case all lowest contractors. Contractor of the work.	Applicable for Item Rate Tender only (CPWD - 8) 4 No change In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors may be asked to submit revised price bid online using e-tender website, quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, on the revised template which has been sent to them by the Tender Inviting Authority (TIA), but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer. No change
Applicable for Percentage Rate Tender only [CPWD- 7] 4B In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning	Applicable for Percentage Rate Tender only [CPWD- 7] 4B In case the lowest tendered amount (estimated cost $\pm$ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit revised price bid online quoting percentage above/


 R K SINGH
 EE(Manual)

1

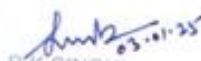
percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.	below on estimated cost of tender including all sub sections/sub heads as the case may be on the revised template which has been sent to them by the Tender Inviting Authority (TIA), but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
In case of any be forfeited. If the revised their tenders. In case all process of the work.	No change

This issues with the approval of DG, CPWD.


(दिनेश कुमार उज्जैनिया)
अधीक्षण अभियंता (सी.एंड एम.)

**Issued from file No. CSQ/CM/17(1)/ Maintenance/2024
e-file 9185053 (DFA/9307326)**

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)


R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/13
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 31.01.2025

Subject: Modifications in Clause 7A of GCC 2023 for Maintenance Works

The following amendments are made in the Clause 7A of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 7A No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge.	Clause 7A (a) No Running Account Bill/Final Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge. (b) The following documents shall also be part of the bill submitted by the contractor (these documents shall be owned by the contractor) before making payment:- 1. Details of person employed with date of their employment up to previous month. 2. Documents of payment made to the employees directly into their bank accounts up to previous month. 3. Documents of attendance through biometric attendance or other mode up to previous month. 4. Documents of deposition of EPF and ESI deductions in the employee's accounts up to previous month. 5. Any penalty imposed on the agency for delay in disbursing payment and deposition of EPF and ESI deductions in the employee's accounts up to previous month. 6. Any other document(s) required as per statutory requirements and/or as directed by Engineer-in-Charge. (c) In case, any of the documents submitted by the contractor is found false/forged at a later date, action for debarment of contractor will be taken by the SE/CE concerned.

This issues with the approval of DG, CPWD.

(दिनेश कुमार खज्जैनिया)

अधीक्षण अनियता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Maintenance e-file 9184028 (DFA/9313089)
केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/14
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

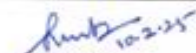
NIRMAN BHAWAN, NEW DELHI

Dated: 10.02.2025

Subject: Modifications in Clauses 7, 8, 9 and Schedule F of clause 8 of GCC 2023 for Maintenance Works.

The following amendments are made in the Clauses 7, 8, 9 and Schedule F of clause 8 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 7 Existing provisions No provision	Clause 7 No change In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within seven days after submission of running bill by the contractor.
Clause 8 Completion Certificate Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate sum actually realized by the sale thereof.	Clause 8 Completion Certificate Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and the Engineer-in-Charge within seven days of receipt of intimation of completion from contractor will inspect the work and satisfy himself about completion of work, then intimate to the concerned authorities as mentioned in Schedule F for issuance of completion certificate. The concerned authorities will inspect the work and issue completion certificate within thirty days of the receipt of such intimation. The Engineer-in-Charge shall furnish to the contractor a final certificate of completion as the case may be, indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates. No change.


R K SINGH
EE(Manual)

Page 1 of 3

Clause 9 Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.


R K SINGH
EE (Mechanical)

Clause 9 Payment of Final Bill

- i. The final bill shall be submitted by the contractor to the **Engineer-in-Charge** in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final **completion** certificate furnished by the Engineer-in-Charge whichever is earlier. **At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.**
- ii. In case of correction / rejection / short documents, it will be mandatory for Engineer-in-Charge to give recorded reasons for correction / rejection / submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.
- iii. Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, completion certificate, final extension of time case, mandatory tests statement, dismantled materials account and other documents as mentioned in clause-7 A etc.
- iv. An undertaking along the final bill will be submitted by the contractor that "I / we hereby under take that all the measurements/claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter".
- v. No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer in

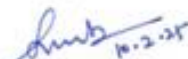
If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.	charge, will, be made within the period of three months. The period of three months will be reckoned from the date of receipt of the bill in complete shape after necessary corrections / additional documents, by the Engineer-in-Charge. vi. In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case, final measurement /bills within 30 days of foreclosure/ determination, the final bill will be prepared and decided by the department. The final bill shall only be paid after withholding amount equivalent to maximum compensation to be levied on the contractor. vii. If the final bill, in complete shape, is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @5% (five percent) per annum may be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor contains all the documents as mentioned in para – (iii) & (iv) above.
Schedule F Clause 8 No Provision	Schedule F Clause 8 Competent Authorities to inspect and issue completion certificate (To be filled by NIT approving authority).

This issues with the approval of DG, CPWD.

(दिनेश कुमार उज्जैनिया)
अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. **CSQ/CM/17(1)/2025/Maintenance**
e-file 9190123 (DFA/9315616)

केलोनियि तथा लोनियि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनियि वेबसाईट के माध्यम से)


R K SINGH
EE(Manual)

Page 3 of 3

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

No. DG/CON/ Maintenance 2023/15
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 03.03.2025

Subject: Modifications in Clause 14 of GCC 2023 for Maintenance Works.

The following amendments are made in the Clause 14 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.	Clause 14 Carrying out part work at risk & cost of contractor If contractor: (iii) The Engineer- in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to : (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor. The contractor, from whom a part work / part incomplete work of any item(s), has been taken out of his hands, shall not be allowed to participate in the tendering/quotation process of part work / part incomplete work of any item(s).

This issues with the approval of DG, CPWD.


(आर. के. सिंह)
कार्यपालक अभियन्ता (एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Maintenance e-file-9184028 (DFA/9319526)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/16

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 16.06.2025

Subject: Modifications in Clause 25.2(b) and 25.6 of GCC 2023 for Maintenance Works.

The following amendments are made in the Clause 25.2(b) and 25.6 of GCC 2023 for Maintenance Works:

Existing provision	Modified provision
Clause 25.2 (b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India). The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him. Clause 25.6 Fee payable to Arbitrator(s): The fee payable to the arbitral tribunal shall be as per CPWD OM No.2/2006/SE(TLC)/CSQ/137 dated 19.11.2019 (or latest amendment), and shall be shared equally by both the parties.	Clause 25.2 (b) Qualification of Arbitrators: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer (in Civil or Electrical or Mechanical Engineering) with experience in execution of public works engineering contracts and he should have worked earlier at a level not lower than the SAG (Level 14 of 7th CPC) of the Government of India). The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 70 years. Clause 25.6 Fee payable to Arbitrator(s) for arbitration cases, shall be as per the fee given in the fourth schedule of the Arbitration & Conciliation Act, 1996 (or latest amendment), and shall be shared equally by both the parties.

This issues with the approval of DG, CPWD.

चन्द्र पाल
(चन्द्र पाल)
16/06/2025

अधीक्षण अभियंता (सी. एंड एम.)

Issued from file No. CSQ/CM/17(1)/2025 / Maintenance e-file 9135700 (TLC File)

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाईट के माध्यम से)


R K SINGH
EE(Manual)

**केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन**

No. DG/CON/ Maintenance 2023/18

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

VIDYUT BHAWAN, NEW DELHI

Dated: 27.02.2026

Subject: Modifications in General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Maintenance Works

The following modifications are made in the General Rules & Directions, Clause 1 and Schedule E of GCC 2023 Maintenance Works.

Existing provision	Modified provision
General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E' and within the period specified in Schedule F.	General Rules & Directions 11 (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee as mentioned in Schedule 'E' and within the period specified in Schedule F.
Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee at specified percentage of the tendered amount as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.	Clause 1 Performance Guarantee (i) The contractor shall submit an irrevocable Performance Guarantee as mentioned in Schedule 'E', in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'F' from the date of issue of letter of acceptance.
Sl. No. (ii) to (v)	No change
SCHEDULE 'E' Reference to General Conditions of contract Sl. No. (i)	SCHEDULE 'E' Reference to General Conditions of contract No change


D.P. Jindal
 EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/19

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi

Dated: 25.03.2026

Subject: Modifications in Clause 6 and Schedule 'F' of GCC 2023 Maintenance Works

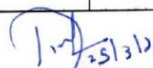
The following modifications are made in the Clause 6 and Schedule 'F' of GCC 2023 for maintenance works, for annual repair and maintenance works, special repair works, comprehensive maintenance works and upgradation works amounting upto Rs. 10 crores in Delhi only.

Existing provision	Modified provision
Clause 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal Engineer-in-Charge with the contract. All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively 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 executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month. In case of EMB, calendar month.	Clause 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal Engineer-in-Charge with the contract. All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded either by contractor or jointly by department and contractor as specified in Schedule F and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively 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 executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month.. No change.

Page 1 of 3

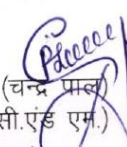
B.P. Jindal
EE (Contract)

All such monthly his/her authorized representative.	No change.
In case of CMB/CLB, corrected and authorized proforma CMB / CLB.	No change.
In case of EMB, record of measurements available on ERP Portal.	No change.
Once the Engineer-in-charge number of the CMB / CLB / EMB to the Contractor.	No change.
If the contractor fails Clause 25 of this GCC.	No change.
Resources deployed shall be sent to the contractor for his record.	No change.
The contractor the Engineer-in-Charge or his/her representative.	No change.
Except where any is available then a mutually agreed method shall be followed.	No change.
The contractor shall the same was executed.	No change.
Engineer-in-Charge or to such checking of measurements or levels.	No change.
It is also a term of defects liability period.	No change.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)
Clause 6 : Computerised Measure Book (CMB) / Electronic Measurement Book (EMB)	Clause6: Computerised Measurement Book (CMB) / Electronic Measurement Book (EMB)


 D.P. Jindal
 EE (Contract)

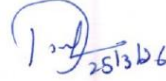
Mode of measurement : CMB / EMB Note:- One option to be kept by NIT approving authority	(a) Mode of measurement: CMB/ EMB (b) Measurement to be recorded either by contractor or jointly by department and contractor. Note:-Only one option to be kept by NIT approving authority in (a) and (b)
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This issues with the approval of DG, CPWD.


 (चन्द्र पाल)
 अधीक्षण अभियंता (सी.एंड एम.)
 चन्द्र पाल, अधी. अभि. (सी.एंड एम.)
 Chandar Pal, SE (C&M)

**Issued from file No. CSQ/CM/17(1)/2023/Maintenance
e-file 9195855 (DFA/ 9355745)**

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)


 25/3/22

D.P. Jindal
EE (Contract)

Special Conditions

1. Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable locations for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in achieving the completion of work.
2. The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, the storage of materials, ~~erection of temporary workshops, construction of approach roads to the site of the work including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land, to the extent available may be allowed to be used for the purpose free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer in-charge for the use of the land available at the site of work. If during construction, it becomes necessary to remove or shift the stored materials shed workshop, access roads, etc, to facilitate execution of any other work by any other agency, the contractor shall carry out the removal of shifting as directed by the Engineer in-charge and no claim whatsoever, shall be entertained on this account.~~
3. It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. the department will bear no responsibility for lack of such knowledge & the consequences thereof.
4. The contractor shall have to make approaches to site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer – in – charge. Nothing extra shall be paid on this account.
5. The Contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer – in – charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved by the Engineer – in – charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
6. The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer – in – charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests & for analysis at such time and to such places as directed by the Engineer – in – charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests & analysis. Testing charges, if any, will be borne by the department if the tests passes. In case it fails, the same shall be borne by the contractor.
7. The necessary tests shall be conducted in the laboratory approval by the Engineer – in – charge. The samples for carrying out all or any of the tests shall be collected by Engineer –in – charge or on his behalf by any other officer of CPWD. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate himself in the aforesaid operation the results of such tests and consequences thereon shall be binding on

the contractor.

8. Materials used on work without prior approval and testing (where testing is necessary) by the Engineer – in – charge are liable to be considered unauthorized, and not acceptable. The Engineer – in – charge shall have full powers for removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer – in – charge. In case of default on the part of the contractor in removing rejected materials, the Engineer – in – charge shall be at liberty to have them removed at the risk and cost of the contractor.
9. The contractor shall make his own arrangement of water required for execution of work and get the water tested with regard to its suitability for use in the works and get written approval from the Engineer – in – charge before he proceeds with the use of same for execution of work.
10. The work shall be carried out in such a manner so as not to interfere / or adversely / or disturb other works being executed by other agencies, if any.
11. Any damage done by the contractor to any existing work or work being executed by other agencies shall be made good by him at his own cost.
12. The work shall be carried out in the manner complying in all respect with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
13. ~~The contractor will have to make his own arrangement for obtaining electric connection from the State Electricity Board/Client Depart. and make necessary payment directly to the department concerned and / or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.~~
14. ~~The drawings for the work that will be issued by the Engineer – in – charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.~~
15. The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contract under this contract.
16. No payment shall be made to the contractor for damage caused by rain, flood and other natural calamities whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
17. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour materials, de – watering required, if any, and other inputs involved in the execution of the items.
18. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive.
19. No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc., would be entertained under any circumstances.
20. For the safety of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer – in – charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.

1.	IS 3696 Part I	Safety Code for scaffolds & ladders
2.	IS 3696 Part II	Safety Code for scaffolds and ladders Part II
3.	IS 764	Safety Code for excavation work.
4.	IS 4138	Safety Code for working in compressed air.
5.	IS7293	Safety Code for working with construction machinery.
6.	IS 7969	Safety Code for storage and handling of building materials.
7.	IS 4130	Safety code for demolition of buildings.

21. The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
22. Other agencies working at site will also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying / burying pipes, cables, conduits, clamps, hooks, operation for the execution of other agencies smoothly. The final finishing of the work is to be executed in co - ordination with other agencies as directed by the Engineer - in - charge.
23. On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly.
24. In case of any difference in the Hindi version and English version in any of the condition of contract, English version shall prevail.
25. Contractor shall be responsible for the watch and ward of the materials lying at site/building in all respect till the handing over of building.
26. INDEMNITY:

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer on account of the above

27. ~~INSURANCE POLICIES~~

~~Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or~~

~~property, at site of work. The Contractor shall obtain and submit to the Engineer in Charge "Contractors All Risk Insurance Policy" for an amount 1.10 times the contract amount for this work, with Engineer in Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer in Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer in Charge, a third party insurance policy for maximum Rs.10 lakh for each accident, with the Engineer in Charge as the first beneficiary.~~ The insurance shall be obtained in joint names of Engineer in Charge and the Contractor (who shall be second beneficiary). The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer in Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim for hindrance (or any other claim) shall be entertained from the contractor on these accounts.

28. Any dispute arising out of this bid including dispute related to encashment of any Bank Guarantee/ FDR etc, shall be subject to the jurisdiction of courts of Karnataka State only.

COMMERCIAL CONDITIONS

1.0. GENERAL:

- 1.1. This specification covers general information and particulars relating to this specification.
- 1.2. LOCATION: **at GPOA, Kendriya sadan, Koramangala Bangalore** and will be required to operate under the climatic conditions.
- 1.3. The work shall be generally carried out as per tender specifications and in accordance with the following:
 - a) CPWD General Specifications for Electrical works Part I Internal – 2023 and Part – II External - 2023, as amended up to date.
 - b) CPWD General Specifications for Electrical Works Part-III: Lift & Escalators -2023.
 - c) The norms laid by State Electricity Board
 - d) The Electricity Act 2003.
 - e) National Electrical Code.
 - f) Indian Electricity Rules 1956
 - g) The relevant IS Code for erection of lifts.
- 1.4. The tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- 1.5. No T&P shall be issued by the department and nothing extra shall be paid on account of this.

2.0. TECHNICAL CONDITIONS.

Please refer Additional conditions

2.1. TYPE OF CONTRACT: -

The work to be awarded by this tender shall be treated as indivisible work contract **and the tender may be cancelled at any point of time without assigning any reason by the department.**

3.0. COMPLETENESS OF THE TENDER, SUBMISSION OF PROGRAMME, AND COMMENCEMENT OF WORK

(i) Completeness of the tender

All sundry equipment's, fittings, assemblies, accessories, hardware items, foundation bolts, supports, termination lugs for electrical connections, cable glands, junction boxes and all other sundry items for proper assembly and installation of the various equipment's and components of the work shall be deemed to have been included in the tender, irrespective of the fact that whether such items are specifically mentioned in tender documents or not.

(ii) Submission of programme

Within fifteen days from the date of receipt of the letters of acceptance, the successful tenderer shall submit his programme for repair of equipment's, servicing, testing, commissioning and handing over of the installation to the Engineer-in-charge. This programme shall be framed keeping in view of the duration allowed for completion of work.

(iii) Commencement of Work

The contractor shall commence work as soon as the Programme submitted by him are approved. final taking over by the department.

4.0 RESTRICTION IN WORK

Some restrictions may be imposed by the security staff etc. on the working and/or movement of labour, materials etc. The contractor shall be bound to follow all such restrictions/instructions and nothing extra shall be payable on this account. No claim for idle labour shall be entertained.

5.0 NATURAL CALAMITY

No payment will be made to the contractor for any damage caused by rain, snow fall, floods, dampness, fire, sun or any other natural cause whatsoever during the execution of work. The damage to the work due to above reasons, if any, shall have to be made good by the contractor at this own cost and no claim on this account shall be entertained.

6.0 CARE OF BUILDING

Care shall be taken, while handling / installing the equipment, to avoid damage to the building. The Contractor shall arrange to repair all damages to the building caused by him so as to bring to the original condition. He shall also arrange to remove all unwanted waste materials from site, arising out of his work.

The Contractor shall carry out the work in such a manner so as not to interfere or affect or disturb other works being executed by other agencies if any. No claim in the matter shall be entertained.

7.0 RATES TAXES AND DUTIES:

- (i) The work shall be treated as on works contract basis and the rates tendered shall be for complete items of works inclusive of all taxes ~~(including works contract tax)~~, duties, and levies etc. and all charges for items contingent to the work, such as packing, forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site i/c temporary constructional storage, risk, overhead charges, general liabilities/ obligations etc.
- (ii) All Statutory deductions like Income Tax, Manual Workers Welfare Cess recovery etc at applicable rates will be made from the Contractors bill.
- (iii) Statutory deduction of GST as applicable, CESS1% & IT 2% shall be recovered from the bills to payable to the contractor.**
- (iv) The contractor has to carry out maintenance, routine as well as preventive, for a period of months from the date of handing over**

the installation as per manufacturer's recommendation / CPWD Specifications. Nothing extra shall be paid on this account.

8.0 PAYMENT TERMS:

- 8.1 The payment shall be made to the contractor on submission of bills etc as required. However, it may be delayed due to reason like non-availability of funds, LOC and other unforeseen reason. The Contractor shall not claim anything extra in such contingencies but shall make regular and timely payment to his workers deployed for the work.

Payment will be made to the contractor by CPWD through PFMS every three months. No advance payment will be made. The contractor shall pay the workers every month on or before 7th day of the month (in case of bank holiday the next working day shall be considered) and ESI and EPF contribution remitted with in 25th day of the month((in case of bank holiday the next working day shall be considered) . The Minimum wages regulated by the GOVT of India time to time shall be paid to the workers through ECS and proof of same and also the proof of remittance of ESI EPF contribution shall be submitted every month not later than by 25th day of the month (in case of bank holiday the next working day shall be considered). Any delay in disbursing payment and ESI EPF beyond the said time limit will invite recovery of 500/- (Rupees Five hundred only) per day per worker for delay in payment and recovery of 500/- (Rupees Five hundred only) per day per worker for delay in ESI&EPF contribution maximum Rs 2500/- If the contractor fails to pay the salary on or before 7th of the month and contribute ESI EPF of the worker by at the latest by 25th day of every month(In case of bank holiday next working day is considered) the contract will be terminated without any information to the contractor and the work will be recalled. The terminated contractor will not be permitted to participate in the tender of balance work. The PG and Security deposit shall be forfeited by the department and will be at the disposal of department. In case any worker takes an advance the same shall be in the record under intimation to the AE/JE and the contractor shall credit the same in online mode only. The contractor shall give a certificate of recovery of advance in suitable installments as agreed by the worker to the AE/JE in the form of salary slip every month. In case any complaints received from the workers regarding “ taking cash back the contractor as compensation” will be viewed seriously by the department and the contract will be terminated and the work will be recalled. The terminated contractor will not be permitted to participate in the tender of balance work. The PG and Security deposit shall be forfeited by the department and will be at the disposal of department.

- 8.2 Deduction of Security Deposit shall be governed by standard/relevant clauses of CPWD 7/8.

9.0 COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of repair ,servicing etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge

10.0. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS:

10.01. All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:

- (i) Factories Act 1948
- (ii) Indian Electricity Rules 1956
- (iii) B.I.S & Other standards as applicable.
- (iv) Workmen's Compensation Act 1923
- (v) Statutory norms prescribed by local bodies like CEA, Power Supply Co.

10.2. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

10.3. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty as per prevailing rules for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

11.0. TRAINING The contractor shall impart training to the operator deputed by the department at site for operational and attending the minor fault.

12.0 MATERIAL APPROVAL

The material brought at site shall be approved by the Engineer-in-Charge before use in the work. In case during execution any material being used in the work is found not as per agreement specifications, Engineer-in-Charge may issue instruction to the contractor to remove the materials from site and the contractor will be bound to do so.

**Executive Engineer (E)-I
Central P.W.D., Bangalore-34.**

ADDITIONAL CONDITIONS AND SPECIFICATIONS

Name of work :-

Annual Comprehensive maintenance of 8 Nos. 13 passenger lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.

AMC OF LIFT

1. The work shall be done as per respective OEM of lifts and all other accessories including ARD. CPWD specification Part- III & Local Bodies Rules as amended up to-date and as far as applicable.
2. Comprehensive maintenance of the lift and ARD shall be carried out through respective Original Equipment Manufacturer (OEM) only. Contractor shall associate respective OEM once work is awarded. Replacements of all consumable items i/c batteries of ARD are included in the contract.
3. All equipment under contract will be serviced during the contract period as per standard checklists and shall be done with in association with the **OEM only**. The contractor should enter in to the same and submit the proof of the association to the Executive engineer within 15 days of award of work
4. Lift will be serviced periodically by trained supervisory staff and will be maintained in safe and proper working conditions as per OEM recommendation.
5. All Servicing shall be done with the knowledge of the Engineer-in-charge or his designated Site- in- Charge. Any Materials replacement shall also be carried out with the prior knowledge of the Engineer-in-charge and acknowledged by a service report from the OEM/OEA.
6. Some of the main activities in routine maintenance program shall be
 - a) Inspection of all safety equipment and systems.
 - b) Oiling and lubricating moving and other parts.
 - c) Adjusting sensitive parts and safety parts.
 - d) Replacing damaged parts or worn-out parts that have reached the limit.
 - e) Cleaning of all lift parts in machine room, lift car and pit.
7. The contract includes all the spare parts required to be replaced as required to maintain the lifts in working orders at all times. All the sundry materials like cotton waste, other accessories likes buttons/switches within lift car, T&P etc. are included in the contract.
8. The department will make to the contractor on the rate approved in the agreement, if the efficiency of the lift is 90% or more. If the efficiency is less than 90%, then proportion payment shall be made as per the decision of Engineer in charge.
9. Following recovery shall be made in case of non-functioning of lift.

Sl. No.	Services	Recovery rate per Day
i)	If ARD is not made to function beyond the 24 Hrs. in a month	Rs. 1000/- per day
ii)	If the complete lift is not functioning beyond 10 Hrs. in a month	Rs.200/- per day on pro- rata basis
iii)	Non-submission of Monthly inspection / service report	Rs.200/- each occasion

10. The comprehensive maintenance shall include immediate rectification of all the breakdowns. However, the following time shall be allowed for repairs mentioned below:

Sl. No.	Services	No. of Day
a)	Rewinding / Replacement of main motor.	8 days
b)	Replacement of worn-out gears.	8 days
c)	Replacement of sheave pulley, hoisting rope, travelling cable.	5 days
d)	Replacement of governor chain, transformer, replacement of door motor, rewinding of door motor,	3 days
	replacement of selector Tape/rope & rewiring of indicators.	
e)	Repairs of ARD System.	1 day

11. Suitable recoveries shall be made on proportional basis for any number of days beyond above, if lift remains out of order.
12. The maintenance of lifts shall be done as per the manufacturer's schedule. However, the Maintenance schedules, if maintained by the department shall also be followed by the contractor after doing the necessary maintenance work. Annual safety certificate shall be issued by the lift manufacturers after thorough inspection.
13. Service should be carried out once in a month preferably last week of every month.
14. The firms representative shall sign the lift log-book maintained by the department
15. Every call backs even after office hours, Sundays & holidays may be attended by the contractor promptly.

16. This contract covers the complete parts of lifts i/c ARD system and nothing shall be paid extra for the same. However, the following works are not covered under the scope of the maintenance under this contract i.e. replacement of car doors, car floors, car ceiling, landing door, door frames, batteries, making alteration of the lift car damaged by external forces.
17. **Annual safety test shall be carried out once in a year.**
18. Components of the lift shall be checked as per the detailed lift maintenance schedule for monthly operation, quarterly operation etc. as per the Check **list (Page No. 83 & 84)**

Eligibility Criteria for Lift works (Revision-3)

- Quality Standards shall conform to IS / ISO-9001 : 2015
- The Down Time of installed lifts being maintained by the manufacturer shall not be more than 8 hours (average) in case of minor faults and 7 days (average) in case of major faults during the last one financial year.

Executive Engineer (E)-I

MAINTENANCE SCHEDULE

The following works are to be carried out by the contractor during the AMC period.

Periodicity of check	IN CAR	IN CAR TOP	IN MACHINE ROOM	IN PIT
MONTHLY	1.Alarm 2.Intercom 3.Car operation panel 4.Door operation 5.Safety edge operation. 6.Landing push box 7.Landing indicator 8.Car and land sill. 9.Car light and fan 10.Car calls 11.Ride comfort 12.Car emergency light. 13.Infra red curtain 14.Play in car 15.Cleaning the car and landing sills. 16.Toe guard 17.Levelling 18.Emergency stop.	1.Door operation function 2.Door operator belt/chain 3.Car top cleaning 4Automatic rescue device 5.Check whether all locks are functioning properly.	1. Blower 2. Brake operation. 3. Brake liner. 4. Relay/contactor operation. 5. Controller ventilators 6. OSG operation. 7. Clean machine. 8. Machine room light and fan. 9. Car top safety. 10.Sheave shaft. 11. Motor shaft. 12. Governor pulley. 13. Sleeve bearings. 14. Check on simplex and duplex operation. 15.Grease bearings. 16. Check rope and rope safety switch. 17. Check on starting and running current. 18. Check on incoming voltage.	NIL
QUARTERLY		1.Inspection box. 2.Guide rail lubrication. 3.Landing door track roller. 4.Landing door gate lock. 5.Landing door operation. 6.Guide shoes car / counter weight.	1. Main switch unit. 2. Gear oil clear level. 3.Tacho and tacho belt.	NIL

Periodicity of check	IN CAR	IN CAR TOP	IN MACHINE ROOM	IN PIT
HALF YEARLY			1..Main rope/OSG rope. 2.Diverters.	1) Clean pit 2) Tension weight buffer 3) Safety gear
ANNUALLY	1.Car top isolation 2.Shaft wire tightness	NIL	1. Car over speed safety gear by manually moving levers and check the performance of safety locks. 2.Machine room earthing. 3. Power supply cables. 4. Insulation resistance of a) Power cables. b) Power cores in travelling cables. c) Motor switch and relays.	1) Counter weight run by 2) Car Bottom isolation

Executive Engineer (E)-I

LOWEST BIDDER TO SUBMIT THIS MAF ALONG WITH PG
Manufactures' Authorization Certificate (MAF) (to be filled by OEMs)

To,

Executive Engineer(E) -I
CPWD, Bangalore

Subject: Manufactures' Authorization Certificate for Bid Number:

Sir,

We.....**OEM Name**..... having our registered officewho are established and reputed original equipment manufacturers (OEMs) having factories at { addresses of manufacturing location} do hereby authorize**Bidder name and address**..... who is our {distributor / Channel Partner / retailer / other <please specify>} to bid, negotiate and conclude the contract with you against and aforementioned reference for the following Hardware / Software manufactured by us.

We also hereby declare that we will support fully for supply of all genuine spares components and software up gradation for the installed system for five years from the date of commissioning of system and also attend any manufacturing defect for five years on behalf of the bidder.

Yours faithfully,

For and on behalf of M/s

(Authorized signatory)

Name, designation & contact no.

Email Id:

Address:

Seal

ANNEXURE- I

Location and Addresses of Officers

Location:

The work shall be carried out at the premises of **at GPOA, Kendriya sadan, Koramangala Bangalore.**

Addresses:

The Address of the Officers of the CPWD connected with this work is given below:-

- A) The Executive Engineer (E) -I
Central P. W.D,
Bangalore-34
Tel.(O) No: 080-25521181,
Fax No: 080-25500930.
- B) The Assistant Engineer (E),
Bangalore Central Electrical Sub Division - IV
Central Public Works Department
Bangalore – 560034

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**EXECUTIVE ENGINEER (E) -I
Central P.W.D, Bangalore-34**

SCHEDULE OF WORK

Name of work: Annual Comprehensive maintenance of 8 Nos. 13 passenger Lift Johnson make (Lift No: L-G6251 to L-G6258) at GPOA, Kendriya sadan, Koramangala Bangalore.

Sl. No.	Description of item	Qty	Unit	Rate	Amount
	(AMC of Johnson Lifts)				
1	Annual Comprehensive maintenance of 8 No. 13 Passenger lift which include routine preventive and breakdown maintenance for One year including repair, replacement of worn out items with minimum downtime and downtime warranty & guarantee of repaired / replaced of items i/c lamps, battery of ARD, lighting system etc.				
1.1	Lift No. L-G6251 to L-G6258 (8 Nos.)	12.00	Months	1 30 591.00	15 67 092.00
	TOTAL				15 67 092.00
	Assistant Engineer (E) (P)			Executive Engineer (E)-I	
	CPWD,Bangalore			CPWD,Bangalore	