

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction 2023/01

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 10.11.2023

Sub: Modification in GCC Construction 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 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. 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	CPWD-EPC CPWD-7/8 GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT Percentage Rate Tender/Item Rate Tender & Contract for Works TENDER I/We have deposited EMD through online payment mode for the prescribed amount as per the bid document. 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.....

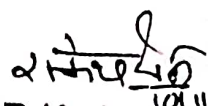
This is issued with the approval of DG CPWD.


10.11.2023
(वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/ Construction 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.वेबसाइट के माध्यम से)।


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

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Central Public Works Department
Office Memorandum

No. DG/CON/Construction-2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 14.11.2023

Subject: Amendments in Clause 32, Schedule F of Clause 11 and 32 of GCC 2023 Construction Works.

The following amendments in Clause 32, Schedule F of Clause 11 and 32 are made in the GCC 2023 for Construction Works.

Existing Provision	Modified Provision
Clause 32 Employment of Technical Staff and employees Contractors Superintendence, Supervision, Technical Staff & Employees Sl. No. (i) and (iii) (iv) No Provision	Clause 32 Employment of Technical Staff and employees Contractors Superintendence, Supervision, Technical Staff & Employees No change (iv) Building Information Model (BIM) professional shall be deployed by the contractor for the projects wherever required as mentioned in Schedule F. The BIM professional shall be available for the work as and when required by Engineer-in-Charge. The BIM professional will study 3D architectural models, architectural drawings generated from 3D models, service drawings and structural drawings. The BIM professional will interact with architects, planning & site engineers to get the clashes removed. The recovery shall be made from bill of contractor in case of non-deployment of BIM Professionals/technical staff as mentioned in Schedule 'F' of NIT without giving any notice in writing. The decision of Engineer-in-Charge in this respect is final and binding on the contractor.

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SCHEDULE 'F' Clause 11 Specifications to be followed for execution of work No provision	SCHEDULE 'F' Clause 11 Specifications to be followed for execution of work i. Building information model (BIM) is applicable and BIM professional to be deployed by contractor (NIT approving authority to write Yes or No)
SCHEDULE 'F' Clause 32 Requirement of Technical Representative(s) and recovery Rate Assistant Engineers retired from Government services 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. No Provision	SCHEDULE 'F' Clause 32 Requirement of Technical Representative(s) and recovery Rate No Change. No Change. Minimum recovery for not deploying Building Information Model (BIM) professional shall be Rs. two lac per month or as mentioned above, whichever is higher.

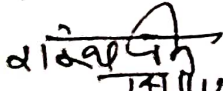
This issues with the approval of DG CPWD.


14.11.2023
(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17 (1)/2023/Construction e-file 9162768

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


14/11/2023
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No. DG/CON/Construction 2023/03

Nirman Bhawan, New Delhi

Dated 06.12.2023

Subject: Modifications in Clause 12 and Schedule F for Clause 12 of GCC 2023 for Construction Works

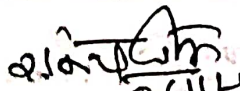
Existing provision	Modified provision
CONDITIONS OF CONTRACT Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xv) (xvi) No provision (xvii) No provision	CONDITIONS OF CONTRACT Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xv) No change (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) Completion cost: The completion cost includes gross amount of work done, amount of extra items and deviations and escalation admissible as per agreement 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	Clause 12 Deviations/ Variations Extent and Pricing No Change

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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 any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions 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.	
The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.	Deleted
No provision	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 items, deviations 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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	Engineer-in-Charge will verify and confirm the alerts before assigning deviations and / or extra items 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 claims 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 deviations and extra items 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 In the case of extra item(s) (items which are not available in the contract), 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. 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	12.2 Deviation, Extra Items and Pricing a) Non Schedule Extra Items - The contractor may, within fifteen days of the receipt of order to execute extra item or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rates of materials available in basic rate of Standard Schedule of Rate mentioned in schedule F and market rates of the materials which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of materials available in Schedule of Rates mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case


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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.

may be.

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

Material rates from Standard Schedules of Rates shall be given priority in the analysis of rates.

The rate of extra item will be:-

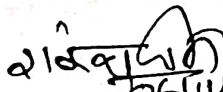
- i. Analyzed rates as above multiplied by (tender amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- ii. Analyzed rate, if the tendered amount is above the estimated amount put to tender.

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

Where the contractor submits analysis of rate of extra items 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 items. The contractor shall be paid in accordance with the rates so determined.

However provisional rates on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for materials not available in the Standard Schedule of Rates mentioned in Schedule F. The extra items rate shall be finalized only after submission of tax paid bills by

	the contractor to the Engineer-in-Charge as required above. The Engineer-in-Charge may apply the discount available in the market on the rate of materials taken from tax paid bills.
(b) No Provision	b) Scheduled Extra Items i. For percentage rate tenders, 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. ii. For item rate tenders, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (tender amount divided by estimated cost put to tender).
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.	Deleted


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Deviation, deviated quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of 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.

The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.

12.3 In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry

c) Deviation, deviated quantities, Pricing

In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates and other documents, as per procedure described in para 12.2(a) or 12.2(b) (as applicable), for the quantities in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 60 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. In case, the contractor fails to submit his claim for revision of rates within 15 days of the receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 12.2 (a) and 12.2 (b) without giving any notice to the contractor. The rates so determined by the Engineer-in-Charge shall be final and binding.

The rate(s) of extra items and deviated items so determined by the Engineer-in-Charge shall be final and binding on the contractor.

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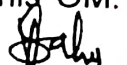
06/11/2023
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of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable	
12.4 The cost of any operation necessarily admissible for such operations.	12.3 The cost of any operation necessarily admissible for such operations.
12.4 No provision	12.4 Cost index Latest available Cost index at the time of beginning of execution of extra item and deviation shall be used in sub-clauses 12.2 (a), 12.2 (b) and 12.2 (c) for calculation of rates of extra items.
12.5 No provision	12.5 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 'F' Clause 12 Authority to decide deviation upto 1.5 time of tendered amount	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 12 Deleted
12.2 & 12.3 Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for building work	12.2 (c) Deviation Limit beyond which clauses 12.2 (c) shall apply for building work

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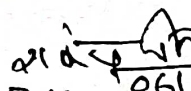
12.4	
(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)	(i) Deviation Limit beyond which clauses 12.2 (c) shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)
(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items	(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items

This OM is applicable for all NITs issued w.e.f. date of issue of this OM. This issues with the approval of DG CPWD.


06/12/2023
(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/Construction/2023 e-file no 9163323
All CPWD and PWD officers for information and necessary action.
(Through CPWD website.


06/11/2023
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केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

No. DG/CON/Construction 2023/04

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 08.12.2023

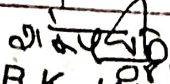
Subject: Modifications in Conditions of Contract, Clause 5 and schedule F in clause 5 of GCC 2023 Construction Works

The following amendments are made in the GCC 2023 for Construction 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 (xvii) (xviii) No provision	CONDITIONS OF CONTRACT Definitions 2. No change:- (i) to (xvii) No Change (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 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.	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 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

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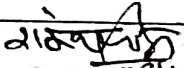
	any other right or remedy available in law. The contract shall stand determined when such decision of forfeiture of the performance guarantee is issued to the contractor.
5.1 As soon as possible but within 7 (seven) working days of award of work and in consideration of a. Schedule of handing over of 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.


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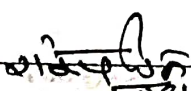
iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract. iv. The contractor shall submit the Time and Progress Chart and progress report using the mutually agreed software or in other format decided by Engineer-in-Charge 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

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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)


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	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.


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	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.	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.
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	Deleted


R.K. JAIN
(EE (Contact))

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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R.K. JAIN

(FF) (Contractor)

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.

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.

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 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

21/11/2023
R.K. JAIN
(EE (Contact))

	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.

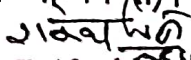
This is issued with the approval of DG CPWD.


 08.12.2023
 (वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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


 R.K. JAIN
 (Contact)

**केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन**

No. DG/CON/Construction 2023/05

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 08.02.2024

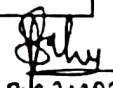
**Subject: Modifications in Conditions of Contract and Clause 19 of GCC 2023
for Construction Works**

The following amendments are made in the GCC 2023 for Construction 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 (xviii) (xix) No provision (xx) 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 (xviii) No change (xix) Adolescent Person: A person who has completed his/her fourteenth year of age but has not completed his eighteenth year. (xx) 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)/2023/Construction e-file 9169019
केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)

**Central Public Works Department
Office Memorandum**

No. DG/CON/Construction 2023/06

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

01.03.2024

NIRMAN BHAWAN, NEW DELHI

Dated: 20.02.2024

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

The following amendments are made in the GCC 2023 for Construction 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.

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R.K. JAIN
(EE (Contract))

(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 or 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.

[Signature] 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)

[Signature]
R.K. JAIN 24/2/2024

Central Public Works Department

Office Memorandum

No. DG/CON/Construction 2023/07

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 01.03.2024

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

The following amendments is made in the GCC 2023 for Construction Works :

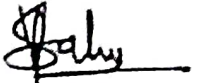
Existing provision	Modified provision
Clause 7 Payment on Intermediate certificate to be regarded as Advances No payment shall be made for work, estimated to cost Rs. twenty lacs or less till after the whole of the work shall have been completed and certificate of completion given. fixed for the same by the Engineer-in-Charge.	Clause 7 Payment on intermediate certificate to be regarded as Advances No change.
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.	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.
No provision	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).

21/2/24
R.K. JAIN
(EE (Contact))

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, prescribed time limit.

No Change

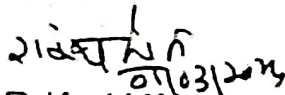
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01.03.2024
(V.P. Sahu)

Superintending Engineer (C&M)

Issued from file No. CSQ/CM/17(1)/2023/Const. 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/Construction 2023/08

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 05.03.2024

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

The following amendments are made in the GCC 2023 for Construction 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))

No provision	The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time.
Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	Any failure to fulfil these requirements shall attract the penal provisions of the relevant act and in this contract
Clause 19 M No Provision	Clause 19 M Sexual Harassment of Women at Workplace The contractor shall comply with all provision(s) and guideline(s) of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time or any other rules framed under any labour law affecting women worker(s).

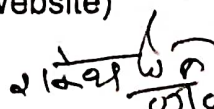
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05.03.2024
(V.P. Sahu)

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)


21.2.24
05/03/2024
R.K. JAIN
(EE (Contact))

Central Public Works Department
Office Memorandum

No. DG/CON/Construction 2023/09

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 01.04.2024

Subject: Modifications in Clause 1, 8 and 41 of GCC 2023 for Construction Works

The following amendments are made in the GCC 2023 for Construction Works

Existing provision	Modified provision
Clause 1 Performance Guarantee	Clause 1 Performance Guarantee
Sl. No. (i) to (iv)	Sl. No. (i) to (iv) No Change
(v) On substantial Completion of any work which has been completed to such an extent that the intended purpose of the work is met and ready to use, then a provisional Completion certificate shall be recorded by the Engineer-in-Charge. The provisional certificate shall have appended with a list of outstanding balance item of work that need to be completed in accordance with the provisions of the contract.	(v) As per requirement of the client or otherwise specified in the contract, part completion certificate may be issued for the building(s)/ infrastructure project for the part(s) which have been completed in all respect and are ready for use. However, statutory approvals, Completion drawing of various services, wherever required, shall be obtained before handing over of building(s)/ part(s) of the project. Scope of the completed part(s) shall be mentioned in such part completion certificate.
This provisional completion certificate shall be recorded by the concerned Engineer-in-charge with the approval of Superintending Engineer /Project Manager / Chief Engineer/ Chief Project Manager, if required. After recording of the provisional Completion Certificate for the work by the competent authority, the 80 % of performance guarantee shall be returned to the contractor, without any interest.	The part completion certificate shall include outstanding balance work that need to be completed in accordance with the provisions of the contract. This part completion certificate shall be recorded by the authority as per contract value of work . After recording of the part Completion Certificate for the work by the competent authority, the proportionate amount of 80% of performance guarantee shall be returned to the contractor, without any interest.
However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then 40% of performance guarantee shall be returned to the contractor, without any interest after recording the provisional Completion certificate.	However in case of contracts involving Maintenance of building and services /any other work after construction of same building and services/ other work, then proportionate amount of 40% of performance guarantee shall be returned to the contractor, without any interest after recording the part Completion certificate.

2125040
R.K. JAIN
EE (Contract)

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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.	Clause 8 Completion Certificate Within ten days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in schedule F , 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 shall furnish the contractor with a part or final completion certificate 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.
But no final certificate sum actually realized by the sale thereof.	No change.
Clause 41 Release of Security deposit after labour clearance The Security Deposit security deposit and refund the balance amount.	Clause 41 Release of Security deposit after labour clearance No change.
No Provision	In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work and after completion of defect liability period whichever is later or specified otherwise in the contract.

This issues with the approval of DG CPWD.


01.04.2024
(V.P. Sahu)

Superintending Engineer (C&M)

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

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

21/04/2024
R.K. JAIN
EE (Contract)

**Central Public Works Department
Office Memorandum**

No. DG/CON/Construction 2023/10

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

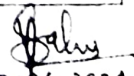
Dated: 03-06-2024

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

The following amendment is made in the Clause 36 of GCC 2023 for Construction 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 CPWD 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>	Clause 36 If relative working in CPWD then the contractor is not allowed to participate in the tendering process The contractor (<u>enlisted or non-enlisted in CPWD</u>) 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.
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	No change

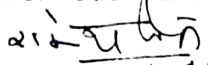
This issues with the approval of DG, CPWD


03.06.2024
(V.P. Sahu)

Superintending Engineer (C&M)

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

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


R.P. JAIN
ES (Contract)

**Central Public Works Department
Office Memorandum**

No. DG/CON/Construction 2023/11

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 Construction Works

The following additions are made in GCC 2023 for Construction 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. Price Preference to SC/ST individual contractor for _____ item _____ rate/percentage _____ rate 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 preference 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.
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/Construction e-file 9163323

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

R.K. JAIN
EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Construction 2023/12
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 09.10.2024

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

The following amendment is made in the Clause 10A of GCC 2023 for Construction 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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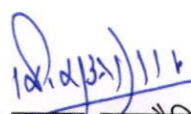
Appendix-XX

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)/ Construction/2024
e-file 9184028 (DFA/9301389)**

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


 09.10.24
 R K SINGH
 EE(Manual)



केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction-2023/13

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 Construction Works 2023.

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

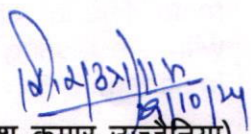
Existing Provision	Modified Provision
Clause 10A: Materials to be provided by the Contractor (i) The contractor shall, thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. 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 authorized representative of Engineer-in-Charge and Engineer-in-Charge regarding submission of sample (s) and


29.10.24
R K SINGH
EE(Manual)

No Provision	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.


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

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

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/Construction 2023/14

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 Construction Works.

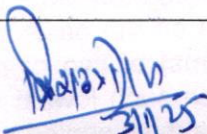
The following amendments are made in the General Rules and Directions of GCC 2023 for Construction Works:

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 $\pm$ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub	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/ below on estimated cost of tender including all sub sections/sub heads as the case may

R K SINGH
03.01.25
EE(Manual)

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.	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)/ Construction/2024
e-file 9185053 (DFA/9307326)**

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/ Construction 2023/15
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

Dated: 31.01.2025

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

The following amendments are made in the Clause 7A of GCC 2023 for Construction 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 उज्जैनिया)

अधीक्षण अभियंता (सी.एंड एम.)

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

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Construction 2023/16
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 Construction Works.

The following amendments are made in the Clauses 7, 8, 9 and Schedule F of clause 8 of GCC 2023 for Construction 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 (Issued vide OM No. DG/Construction-2023/09 dated 01.04.2024) Within ten days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in schedule F, 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 shall furnish the contractor with a part or final completion certificate 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.	Clause 8 Completion Certificate Within ten days of the completion of the work or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in schedule F, 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 part /full work, then intimate to the concerned authorities as mentioned in Schedule F for inspection and issuance of part / final completion certificate. The concerned authorities will inspect the work and issue part/final completion certificate within thirty days of the receipt of such intimation. The Engineer-in-Charge shall furnish to the contractor a part / final completion certificate as the case may be, indicating defects (a) to


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But no final certificate sum actually realized by the sale thereof.	be rectified by the contractor and/or (b) for which payment will be made at reduced rates. No change.
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(Manual)	Clause 9 Payment of Final Bill - 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. 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. 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, final completion certificate, final extension of time case, mandatory tests statement, dismantled materials account and other documents as mentioned in clause 7A etc. An undertaking alongwith the final bill will be submitted by the contractor that "I / we hereby undertake 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". - No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived off 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, be made within the

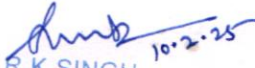
If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.	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 EOT case and 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 bill 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 part / final 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/Construction e-file 9190123 (DFA/9315615)

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/ Construction 2023/17
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

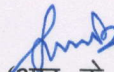
Dated: 03.03.2025

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

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

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/Construction e-file-9184028 (DFA/9319526)

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/ Construction 2023/18
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 Construction Works.

The following amendments are made in the Clause 25.2(b) and 25.6 of GCC 2023 for Construction 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 25.2 (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): 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 25.6 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
16/06/2025
(चन्द्र पाल)

अधीक्षण अभियंता (सी. एंड एम.)

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

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

R K SINGH
16.06.25
R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction-2023/19

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 06.11.2025

Subject: Modification of Clause 19L of GCC-2023 for Construction Works.

The clause 19L in GCC-2023 for Construction Works is being modified:

Existing Provision	Modified Provision
Clause 19 L : Contribution of EPF and ESI The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order	Clause 19 L : Contribution of EPF and ESI It will be mandatory for all the agencies to register with ESI and EPFO departments within 30 days of the award of the work unless exempted by the provisions of ESI and / or EPFO and as amended time to time. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployed labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The agency shall submit an affidavit on a stamp paper of Rs. 100 that the employees were engaged fully and exclusively on the work for which the claim is being made. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order

This is issued with the approval of DG CPWD.

अधीक्षण अभियंता

(चन्द्र पाव) 06.11.2025

यन्त्र पात्र अधी. अभि. (सी. एंड एम.)
Chander Pal SE (C&M)

Issued from file No. CSQ/CM/17(1)/2024/ Construction e-file 9195855 (DFA/9350595)

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)।

12/11/25

D.P. Jindal
EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Construction 2023/20

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 Construction Works

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

1.27/27/26
EE(1)

D.P. Jindal
EE (Contract)

(ii) Performance Guarantee : 5% of tendered value.	(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.
Sl. No. (iii)	No change

Sl. No. (iii)

(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.

This issues with the approval of DG, CPWD.

(चन्द्र माला) अभि. (सी. एण्ड एम.)

Issued from file No. CSQ/CM/17(1)/2026/Construction e-file 9212995 (DFA/9365660)

27/2/26
E.F.C.

D.P. Jindal
EE (Contract)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction 2023/21

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi

Dated: 18.08.2026

Sub: Modification in Clause 19K: Deployment of Skilled/Semi-Skilled Tradesmen for GCC 2023 Construction Works.

Following modification is made in Clause 19K: Deployment of Skilled/Semi-Skilled Tradesmen for GCC 2023 Construction Works.

Existing Provision	Modified Provision
Clause 19 K Employment of skilled/ semi-skilled workers The contractor shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in- Charge. Failure on the part of contractor to obtain approval of Engineer-in Charge or failure	Clause 19 K Deployment of skilled/semi-skilled workers The Contractor shall, at all stages of work, deploy skilled and semi-skilled tradesmen who are duly qualified and hold certificates in their respective trades, from the CPWD Training Institute, or from awarding bodies recognized under the aegis of National Council for Vocational Education and Training (NCVET), Ministry of Skill Development and Entrepreneurship (MSDE), or any institute recognized/certified by the State or Central Government for this purpose. The number of such qualified tradesmen shall not be less than 20% of the total skilled/semi-skilled workers required in each trade at any stage of work. The Contractor shall submit, for approval of the Engineer-in-Charge, the number of man-days required for each trade, the proposed scheduling, and the list of qualified tradesmen along with requisite certificates issued by any of the above recognized institutes. To make up any shortfall below the prescribed minimum limit of 20% of skilled/semi-skilled tradesman, the Contractor shall arrange skilling of

to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.

workers at site under the Recognition of Prior Learning (RPL) program, conducted by awarding bodies recognized under NCVET or any institute recognized/certified by the State or Central Government for this purpose. The cost of such recognition/training, including the infrastructure required at site, shall be borne by the Contractor. The tradesmen undergoing training shall be paid their wages by the contractor for period during the training, and no reimbursement in this respect shall be made by the Government.

This provision shall not be applicable for works with an estimated cost put to tender of less than ₹5 Crore in case of construction works and less than ₹50 Lakh in case of maintenance works.

In the event, the contractor fails to provide the mandatory training to the tradesmen, a penalty of ₹1,000 per day per tradesman falling short of the required 20% target shall be imposed on the Contractor. Decision of Engineer in Charge shall be final and binding in this regard.

This issues with the approval of DG CPWD.

(चन्द्र पाल)
अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2026/ Construction e-file 9196031 (DFA/ 9388060)

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)।

L. S. Mehta - 2020
AE (C-II)