

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
COMPOSITE PERCENTAGE RATE NOTICE INVITING TENDER

NIT No.	:	06/EE(E)-II/Bangalore/2026-27
Name of Work	:	SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru
Estimated cost	:	Rs. 75,96,028/-
Earnest Money	:	Rs. 1,51,921/-
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.
Security Deposit	:	2.5% of bid value
Time Allowed	:	120 Days

Certified that this Composite NIT contains **1 to 141** pages.

Draft NIT amounting to **Rs. 75,96,028/-** (Rupees Seventy-Five Thousand Ninety-Six Thousand and Twenty-Eight Only) is hereby approved.

Assistant Engineer (E)(P)

Executive Engineer (E)-II

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Name of Work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

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Certified that this draft NIT contains 1 to 141 pages

Assistant Engineer (E)(P)

Executive Engineer (E)-II

Name of work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

PART-A

Information and Instructions for Bidders for e-Tendering forming part of Bid Document

1. The Executive Engineer(E)-II, CPWD, 4th Floor, E-Wing, Kendriya Sadan, Koramangala, Bengaluru-560034(**Email: bng-eee2@cpwd.gov.in**) on behalf of the President of India invites online percentage rate bids from approved and eligible contractors of CPWD “[**Contractors (Class-II and above) and Contractors of [Class-III and below only SR Region Enlisting in SDG(Chennai), ADG(Kochi), ADG(Bengaluru) and ADG(Hyderabad)]**]” for the following work:

Sl. No	Description	Details
a	NIT No	06/EE(E)-II/Bangalore/2026-27
b	Type of bid	Percentage rate composite bids
c	System of bid	Single bid system
d	Name of Work & location	SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru
e	Estimated cost put to bid (Rs.)	Rs.75,96,028/-
f	Earnest Money	Rs. 1,51,921/-
g	Executive Engineer inviting tender	Executive Engineer(E)-II, Central P.W.D., 4th Floor, “E” Wing, Kendriya Sadan, Koramangala II Block, Bangalore-560034. Email: bng-eee2@cpwd.gov.in
h	Executive Engineer in whose favour EMD is to be drawn	Executive Engineer(E), BCED-II, CPWD, Bangalore.
i	Stipulated Period of Completion of work	120 days
j	Last time & date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document	Up to 06/07/2026 at 15:00 Hours

To be filled by Executive Engineer

K	Date & time of opening of bid	On 06/07/2026 at 15:30 Hours	
I	Details of the Bank for submission of EMD and Performance Guarantee	Name of Account Holder	Executive Engineer(E), BCED-II, CPWD, Bangalore.
		Name of the Bank & Branch	State Bank of India and St. Marks Road Branch, Bangalore-560001
		Bank Account Number	10977270697-7B
		IFSC Code	SBIN0000813
		PAO Code	043951
		CDDO Code	144006

To be filled by Executive Engineer

- 2(a) The intending bidder must read the terms and conditions of CPWD 6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- 2(b) The information and instructions for bidders posted on the website shall form part of bid document.
- 3) The Bid documents consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://etender.cpwd.gov.in> or www.cpwd.gov.in free of cost.
- 4) But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD, within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft or Banker's Cheque or Fixed Deposit Receipts or/and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of **Executive Engineer (E), BCED-II, CPWD, Bangalore**, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE / AE), CPWD and other documents as specified.

**** As mentioned at Sl. No. 1**

- 5) Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/ updated their profile beforehand. The necessary training material including the videos with step-to-step process are available on download section of <https://etender.cpwd.gov.in>.
- 6) The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section of <https://etender.cpwd.gov.in>.
- 7) On the opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- 8) Contractor can upload documents in JPG format and PDF format.
- 9) Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in Yellow colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

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

- 10) The existing enlisted contractor either himself or his authorized representative shall take compulsory ERP (Enterprise Resource Planning) training through any of the CPWD Regional Training Institutes (RTIs) at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP unit of CPWD before last date of submission of Bids. Training will be valid only when participants are registered in LMS (Learning Management System) of ERP and certificate is issued through LMS of ERP.

From 01.07.2024, the enlisted contractor will not be allowed to participate in the tendering process without uploading the certificate of above training. The bid uploaded without attaching the certificate of ERP Training will not be considered for opening of bid and such bids will be REJECTED.

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

1.	Insurance Surety Bond, Demand Draft / Account Payee Banker's Cheque / Fixed Deposit Receipt / Bank Guarantee including e-Bank Guarantee (For balance amount) of any Commercial Bank against EMD. {Bank Guarantee / e-Bank Guarantee is to be submitted in prescribed format attached in the bid document (Appendix-A3)}
2.	Copy of Receipt for deposition of original EMD to division office of any EE, CPWD (including NIT issuing EE) (Annexure-A)
3.	Copy of Enlistment Order in appropriate Class and Category issued by CPWD
4.	GST Registration Certificate, if already obtained by the Bidder. If the Bidder has not obtained GST registration as applicable, then he shall scan and upload an undertaking along with the bid documents in the format prescribed in Appendix-A4
5.	ERP Training certificate regarding successful completion of ERP Training
6.	Affidavit on non-blacklisting as per prescribed format (Form-H)
7.	Any other documents as specified in the bid document

Note: If any required document is not scanned and uploaded while submitting the bid, the bid submitted shall become invalid and will not be considered for e-Tendering process and the bid shall be summarily rejected.

भारत सरकार

केन्द्रीय लोक निर्माण विभाग

पत्र संख्या: 69(01)/का. अ. (वि)-II/ बेंगलुरु /2026/482 (H)

दिनांक :-29 /06/2026

प्रतिलिपि:-1. मुख्य अभियन्ता, कें. लो. नि. वि, बेंगलुरु

2. कार्यपालक अभियन्ता (सि)-I/II/III/IV कें. लो. नि. वि, बेंगलुरु |

3. कार्यपालक अभियन्ता (वि)-I कें. लो. नि. वि, बेंगलुरु |

4. सहायक अभियन्ता (वि)-III/II कें. लो. नि. वि, हरोहल्ली |

5. सहायक लेखा अधिकारी/योजना शाखा कें. लो. नि. वि, बेंगलुरु |

कार्यपालक अभियन्ता (वि)-II

CPWD – 6 for e-Tendering

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENTSTATE: KARNATAKA
DIVISION: EE (E)-IIZONE: BANGALORE
BRANCH: B & RS

1. The Executive Engineer(E)-II, CPWD, 4th Floor, E-Wing, Kendriya Sadan, Koramangala, Bengaluru-560034(**Email: bng-eee2@cpwd.gov.in**) on behalf of the President of India invites online percentage rate composite bids from approved and eligible contractors of CPWD “[**Contractors (Class-II and above) and Contractors of [Class-III and below only SR Region Enlisting in SDG(Chennai), ADG(Kochi), ADG(Bengaluru) and ADG(Hyderabad)]**]” for the following work:

SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

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

To be filled by the Executive Engineer

- 1.1 The work is estimated to cost **Rs. 75,96,028/-**. This estimate, however, is given merely as a rough guide.

However, the bidders are required to conduct their own market survey to obtain the latest prevailing rates in the market and to work out their tendered rates accordingly.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. 7 ~~/8~~ ~~(or other standard form as mentioned)~~ which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **120 (One Hundred and Twenty) Days** from the date of start as defined in Schedule ‘F’ or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

**** As mentioned at Sl. No. 1 of Information and Instructions for Bidders for e-Tendering forming part of Bid Document**

4. (i) The site for the work is available

Or

~~The site for the work shall be made available in parts as specified in schedule A to F.~~

~~(ii) The architectural and structural drawing for the work is available~~

Or

~~The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per programme of completion submitted by the contractor and approved by the Engineer in charge after award of work.~~

5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.tenderwizard.com/CPWD or www.cpwd.gov.in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times or withdraw it before last date and time of submission of bid as notified. No post-tender modification is allowed by the tenderers except through negotiations, if required. In case, any tenderer does so, the tender will be rejected and the tenderer will be debarred for future tendering in CPWD for two years by the concerned enlisting authority (in case of CPWD enlisted contractor) and by the concerned CE/SE (in case of non-enlisted contractor).
7. While submitting the revised bid, bidder can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
- ~~8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.~~
9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Banks (drawn in favour of **Executive Engineer(E), BCED-II, CPWD, Bangalore. SBI Account No 10977270697-7B IFSC Code SBIN0000813**) shall be scanned and uploaded on the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or Division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) shall issue a receipt of deposition of Earnest Money deposit to the bidder in a prescribed format (enclosed Annexure "A") uploaded by tender inviting EE in the NIT.

**** as mentioned at Sl. No. 1 of Information and Instructions for Bidders for e-Tendering forming part of Bid Document**

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee including e-Bank Guarantee of any Commercial bank having validity for a period of 90 days for single bid works and 180 days for two bid system or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

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

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e-tender shall be scanned and uploaded on the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited EMD with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at the time & date given in the "Information and Instructions for bidders for e-tendering forming part of bid document"

***** as mentioned at Sl. No. 1 of Information and Instructions for Bidders for e-Tendering forming part of Bid Document***

10. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
 - (i) The bidder is found ineligible.
 - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
 - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
 - (iv) If a tenderer quotes 'Nil' rates against each item in item rate tender or does not quote any percentage above / below on the total amount of the tender or any section/ sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer
11. The contractor, whose bid 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. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or

Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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

12. The description of the work is

“SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.”

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

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

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition are not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable for rejection.

15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
16. The contractor (enlisted or non-enlisted in CPWD) shall not be allowed to participate in the tender for work(s) in the CPWD Zone / Circle / Division / Sub-Division responsible for award and / or execution of contract(s) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of the Chief Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working or 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 exempted from Clause-25.
17. No Engineer of gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
18. The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system ~~and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system.~~ Further,
 - (i) If any tenderer withdraws his tender within 7 days after last date and time (24 hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (ii) If any tenderer withdraws his tender after expiry of 7 days after last date and time (24 hours basis) of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
 - (iii) Withdrawal of the tender, by the tenderer, shall only be made through e-tender portal. Any other method i.e. through letter / e-mail etc. shall not be considered.
 - (iv) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidder shall not be allowed to participate in the rebidding process of the same work.

19. This notice inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:
- The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - Standard C.P.W.D. Form 7 or other Standard CPWD form as applicable & General Conditions of Contract (as mentioned in the Schedule A to F).

20. ~~Composite Bids~~

~~20.1 The Executive Engineer in charge of the major component will call bids for the composite work. The cost of bid document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite bid.~~

~~20.2 The Bid document includes following three / four / five Components:~~

PART-A	CPWD-6, CPWD-7 including schedule A to F for the major & minor component(s) of the work, Standard General Conditions of Contract for CPWD as mentioned in schedule A to F, General / specific conditions and specifications applicable to both major and minor component(s).
PART-B	General / Specific conditions and Specifications for major component of the work.
PART-C	Schedule A to F for minor component of the work (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General / specific conditions and specifications applicable to minor component(s) of the work.
PART-D	Schedule of Quantities for both major and minor components of work, Financial Bid.
PART-E	Drawings, GCC 2023 for Construction works, Amendments

~~20.3 The bidders must associate with himself, with agencies as per NIT conditions.~~

~~20.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.~~

~~20.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of~~

~~agreement depending upon number of EEs / DDH in charge of minor components. One such signed set of agreement shall be handed over to EE / DDH in charge of minor component(s).~~

~~EE of major component will operate Part A, Part B, Part D & Part E of the agreement. EE / DDH in charge of minor component (s) shall operate Part A, Part C, Part D & Part E of the agreement.~~

~~20.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~

~~20.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works.~~

~~20.8 The main contractor has to associate agencies for specialized component(s) conforming to eligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer in charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer in charge of relevant component(s).~~

~~20.9 In case the main contractor intends to change any of the above agency/ agencies during the operation of the contract, he shall obtain prior approval of Engineer in charge of relevant specialised component(s).~~

~~The new agency / agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer in charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.~~

~~20.10 The main contractor has to enter into MoU with agency(s) associated by him. Copy of such MoU shall be submitted to EE / DDH in charge of each relevant component as well as to EE in charge of major component. In case of change of associate contractor, the main agency(s) has to enter into MoU / agreement with the new contractor associated by him.~~

~~20.11 Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer in Charge of the discipline of minor component directly to the main contractor. The CMB / EMB shall be maintained independently by Engineer in Charge of major and minor components.~~

~~20.12(A) The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer in charge of major component after record of completion certificate of all other components.~~

~~20.12 (B) Final bill of whole work shall be finalized and paid by the EE of major component.~~

~~Engineer(s) in charge of other component(s) will prepare and pass the final bill~~

for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

- 21 ~~**Integrity Pact:** The contractor shall download the Integrity Pact, which is a part of tender documents, affix his signature in the presence of a witness, and upload the same while submitting online bids for all works of estimated cost put to tender equal or more than the threshold value given in Schedule F. In the event of his failure to sign and upload the Integrity Pact along with other bid documents, his bid shall be rejected.~~
- 22 The intending bidders are required to update their profile in CPWD e-tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile / uploading tender can be resolved through the concerned Executive Engineer / Assistant Engineer inviting tender (as mentioned at Sl. No. 1 of Information and Instructions for Bidders for e-Tendering forming part of Bid Document) or ERP help line No. 18001803286 or e-mail id cpwd.support@techmahindra.com. The e-tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.
- 23 **The successful bidder and manpower deployed for the work also will be police verified. For the sake of verification, successful bidder has to produce all identification documents of the workers indented to be employed for the job. Frequent replacement of manpower will not be allowed. Replacement if any required will be subjected to obtaining police verification.**
- 24 **The successful bidder shall have to sign “CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT” on Company’s Letter Head, in the attached format with User Department before starting the work. If the intending bidder wanted to have the list of User Department equipment before submission of the bid, the same can be obtained from the Engineer-in-charge after signing “CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT” on Company’s Letter Head. The “CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT” will be a part of the agreement.**

Appendix-A3

On non-judicial stamp paper of minimum Rs.100/-

(Guarantee offered by Bank to CPWD in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee / Security Deposit / Mobilization Advance

1. Whereas the **Executive Engineer(E)-II, CPWD, 4th Floor, E-Wing, Kendriya Sadan, Koramangala, Bangalore-560034** on behalf of the President of India (hereinafter called "The Government") has invited bids under **06/EE(E)-II/Bangalore-2026-27** for SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru. The Government has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees only) **in favour of Executive Engineer(E), BCED-II, CPWD, Bangalore-560034** (details of EE in whose favour BG is to be drawn) valid upto (date)* as **Earnest Money Deposit** from (name and address of contractor) (hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the **Executive Engineer(E)-II, CPWD, 4th Floor, E-Wing, Kendriya Sadan, Koramangala, Bangalore-560034** CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number with (name and address of the contractor) (hereinafter called "the Contractor") for execution of work..... (name of work) The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees only) **in favour of Executive Engineer(E), BCED-II, CPWD, Bangalore-560034** (details of EE in whose favour BG is to be drawn) valid upto (date) as **Performance Guarantee / Security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

to be filled by EE

2. We, (indicate the name of the bank) (herein after referred to as "the Bank"), hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government within 10 days of the demand.

3. We, (indicate the name of the Bank), do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

4. We,..... (indicate the name of the Bank), further undertake to pay the Government any money so demanded notwithstanding any dispute raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E) (P)

EE (E)

by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank), further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank), further agree that the Government at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the Government in writing.

9. This Bank Guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date

Witnesses:

1. Signature
Name and address

Authorized signatory
Name
Designation
Staff code No.
Bank seal

2. Signature

Name and address

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

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

Annexure-A**Proforma of Receipt of Original EMD**

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

The Authority receiving EMD in original form examines the EMD deposited by the bidder and issues receipt of deposition of earnest money to the agency in a given format uploaded by tender inviting authority. The receipt can also be issued by any subordinate gazetted authority as authorised by the EE / Engineer in charge / DDH.
3. The authority receiving original EMD also intimates tender inviting authority about deposition of EMD by the agency by email / fax / telephonically.
4. The original EMD receiving authority releases the EMD to unsuccessful bidders after the expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earlier, after verification from the e-tendering portal website (<https://etender.cpwd.gov.in>>**closedTender**>**all**) that the particular contractor is not L-1 tenderer and work is awarded.
5. The tender inviting authority will call for original EMD of the L1 tenderer from EMD receiving authority immediately.

RECEIPT OF DEPOSITION OF ORIGINAL EMD (Receipt No. / Date)		
1.	Name of work	: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.
2.	NIT No:	: 06/EE(E)-II/Bangalore/2026-27
3.	Estimated Cost	: Rs.75,96,028/-
4.	Amount of EMD	: Rs. 1,51,921/-
5.	Last date of submission of bid	: Up to 06/07/2026 on 15:00 Hours
1.	Name of Contractor#.....
2.	Form of EMD#.....
3.	Amount of Earnest Money Deposit#.....
4.	Date of submission of EMD#.....
5.	Email ID#.....
6.	Mobile No.#.....
<p style="text-align: right;">Signature, Name and Designation of EMD receiving officer along with Office stamp</p> <p>## To be filled by Executive Engineer</p> <p># To be filled by EMD receiving EE/DDH</p>		

APPENDIX–A4**Undertaking for GST Registration Certificate**

To

The Executive Engineer(E)-II,
CPWD, 4th Floor, “E” Wing, Kendriya Sadan,
Koramangala, Bangalore-560034.

Name of Work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

Dear Sir,

Having examined the details given in the bid document for the above work, I/we hereby submit that we are not having GST registration in the state of Karnataka hence we here by undertake the following:

“If work is awarded to me, I/We shall obtain GST registration certificate as applicable within one month from the date of receipt of award letter or before release of any payment by CPWD, whichever is earlier, failing which I/We shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by CPWD or GST Department in this regard.”

Signature of Bidder (s) or
an authorized Officer of the firm with stamp & seal

to be filled by the Executive Engineer (E)

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE(E) (P)

EE (E)

FORM-H

Affidavit on Non-Blacklisting

I/We undertake and confirm that I/We is/are not blacklisted as on the last date of submission of bid by any state / Central Government organization / PSUs / Autonomous bodies of Central Government. Further that, if such information comes to the notice of the department, then I / we shall be debarred for bidding in CPWD in future forever. Also, if such information comes to the notice of department before date of start of work or during execution stage, the Engineer in charge shall be free to close the agreement and to forfeit the entire amount available with the department at that time in the form of Earnest Money Deposit, Performance Guarantee and Security Deposit.

Date:

Place:

Signature of notary with seal

Signature of bidder or an authorized
person of the firm with stamp

Note: Affidavit to be furnished on a 'Non-judicial' stamp paper of minimum Rs.100/- (scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

Addition : NIL
Overwriting : NILCorrection : NIL
Deletion : NIL

AE(E) (P)

EE (E)

CONFIDENTIALITY AND NON- DISCLOSURE AGREEMENT

<< To be signed on Company Letter Head>>

This confidentiality and Non- Disclosure Agreement (hereinafter to as the **“Agreement”**) is made and executed at on this the day of 2026 (hereinafter referred to as the **“Effective Date”**).

BY AND BETWEEN

The President of India acting through his duly authorized representative << insert designation>>, User Department, Government of India (hereinafter referred to as “User Department”) **or** Central Public Works Department (CPWD), Ministry of Housing & Urban Affairs, Government of India (hereinafter referred to as “CPWD”) of the **First Part**;

AND

[name of the vendor], a [company] / [partnership firm] validly incorporated / organized and registered under the [laws of [.....]] with its [registered / corporate/ head office] situated at [.....] and acting through its authorized representative [Name of the representative].....(hereinafter referred to as the **“Recipient”**, which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, legal representatives, administrators, employees, consultants and permitted assigns) of the **Second Part**.

User Department and the Recipient shall hereinafter be individually referred to as **“Party”** and collectively as **“Parties”**.

WHEREAS:

1. User department has engaged the Recipient through CPWD for [Insert the service to be provided by the Recipient] (**“Service”**), [N.B: Details of different types of service depending on the tracks.]
2. The Recipient had represented to User Department through CPWD that it has the requisite professional and technical skills to provide the services.
3. The Recipient shall be involved in provision of the service to User department and would therefore have access to certain information, documents. etc. provided by User department or otherwise.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there would be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data/ information from the User Department to the Recipient. The Recipient agrees that any information disclosed to the Recipient by User Department or acquired by the Recipient during such course will be used exclusively for the Knowledge of the Recipient and shall not be divulged to any third party and / or not utilized for any purpose other than for which it was disclosed without the prior written consent of User department.
5. User department and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below. It has been further agreed between the Parties that there shall be a separate, Confidentiality and Non- Disclosure Agreement executed between the User department and all the employees of the Recipient-who are involved in the delivery of Services under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

1. Confidential information

- (i) "Confidential Information" shall mean all confidential and proprietary information of User department which includes but is not limited to:
 - a) All Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning User department.
 - b) Any and all information thereof in relation to the project or transaction contemplated by this Agreement, additional thereto and materials related thereto, produced at any time by the User Department.
 - c) All other information and material of User department relating to method of development / deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by User department, intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawing, computation, calculation, computer program narration, flow charts, and

all documentation therefore and all the components which might form part of confidential information and might be disclosed.

- d) Any other confidential and proprietary material and information, disclosed by User department in relation to this Agreement whether orally or in writing; provided that with regard to any information shared orally by User department to the Recipients shall be notified to the Recipient in writing as confidential within 7 days of such discussion.
 - e) Any other information provided by User department to the Recipient or procured by the Recipient from User department shall be treated as Confidential information under this clause irrespective of the fact whether the same is designed or earmarked "Confidential" / "Restricted" etc. or not by User department; or even if the same is unclassified.
- (ii) Unless otherwise specified by User department, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:
- a) Was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by User department at the time of receipt of such information; or
 - b) Is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient : or
 - c) Is received by and /or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information ; or
 - d) Is independently developed for Recipient apart from the transition as contemplated under this Agreement; or
 - e) Is approved for release by written authorization of User department; or
 - f) Is disclosed pursuant to the lawful requirement or request of a Government agency or disclosure is required by operation of Law provided the Recipient gives User department prompt notice and assets User department, at User department's expense, in obtaining an applicable protective order.

2. Non- Disclosure Covenant

- 2.1 Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from User department by way of non-disclosure pursuant to this Agreement, the Recipient shall:

- (i) Keep such Confidential information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as the Recipient accords to their own Confidential Information;
 - (ii) Only use Confidential Information for the permitted purpose as contemplated under this Agreement;
 - (iii) Not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers, Lawyers, Consultants and Advisors:
 - a) Who need such information for the permitted purpose under this Agreement; and / or
 - b) Are informed of the proprietary and confidential nature of the Information; and /or
 - c) Come under the purview of this Agreement by virtue of the recipient's acceptance same.
 - (iv) Not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.
 - (v) The non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by User department after the expiry of the Contract for service, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and all times hereafter.
- 2.2 The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of User department or the Government of India including but not limited to those mentioned herein below:
- (i) Make any sketch, plan, model, or note using the Information provided by User department which might be directly or indirectly, useful to any third party;
 - (ii) Obtain, collect, record or publish or communicate to any other person any secret / Official code or password, or any sketch, plan, model, or note or other document or information which might be, directly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly with foreign States using the Information provided by User department.
- 2.3 As regards the Confidential Information and acts or information as mentioned in Clause 2.2 above, the Recipient hereby agrees that the Recipient shall not;

- (i) Communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by User department; or
- (ii) Use the information provided by User department in its possession for the benefits of any foreign power or in any manner prejudicial to the safety of the State; or
- (iii) retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by User department with regard to return or disposal thereof; or
- (iv) fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by User department.

1. Other Obligations of the Recipient

- (i) The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by User department and without limitation of the foregoing, the Recipient agrees not to do the following:
 - a) Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or
 - b) Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by User department.
- (ii) The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its officers, employees; and affiliates to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.
- (iii) The Recipient acknowledges that such confidential Information provided by User department shall remain the property of User department and that the disclosure and/or provision of Confidential Information by User department is solely for the purpose as stipulated by User department and shall not be used directly or indirectly to gain a competitive advantages over or negatively affect User department.
- (iv) The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or

any other purpose, any of the Confidential Information provided by User department that is or may be revealed to him by User department unless specifically authorized to do so in writing by User department.

- (v) The Recipient acknowledges that any and all the Confidential Information that may be disclosed by User department under this Agreement is the valuable property of User department and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of User department will cause User department to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and / or release the Confidential Information provided by User department which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of User department, then User department shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement.
- (vi) The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized / inadvertent disclosures of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to User department and / or provide proof of destruction any and all confidential information or any other information as mentioned under clause 1, 2.2 and 2.3 of the Agreement and all components which and might form part of Confidential Information and might be disclosed.
- (vii) The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of User department. However, the said permission of User department may be subject to:
 - a) For services - include terms which restrict the deployment o the same personnel who are working on User department project with any other organization without permission of User department during engagement with User department.
 - b) For products - The configuration, deployment details, etc. of the products provided by the Recipient to User department shall not be discussed by the Recipient with any third party.

4. SECURITY OBLIGATIONS OF THE RECIPIENT

- (i) The Recipient hereby agree and acknowledge that only an limited number of persons who have direct concern with delivery of Services under this Agreement shall pursue any confidential information received from User department.

- (ii) The Recipient agrees and acknowledge that any confidential information will at all time and during all stages remain in the personal custody of the person to whom it was addressed or entrusted to the personal custody of person who is directly concerned with delivery of services under this Agreement.
- (iii) The Recipient further agrees and undertakes not to send or otherwise communicates with respect to any confidential information under this agreement except by way of secure communication lines and surreptitious eves-dropping, monitoring and masquerading on the communication lines should be safeguard against. Further, the recipient shall ensure any unauthorized physical access to computer terminals is prevented and under no circumstances are any physical copies of the confidential information carried loose in the hands of the persons dealing with the confidential information.
- (iv) The Recipient further agrees and acknowledges that it is not authorized to carry any physical copies of confidential information to his residence. If any person loses confidential information after taking it to his residence with prior authorization of User department, the provision of Penalty as stipulated in the Clause 5 of this Agreement shall be applicable.
- (v) It is further agreed between the Parties that in the event of any violation or breach of any of the sub- clauses of Clause 4 committed by the recipient, the provision of Penalty as stipulated in Clause 5 of this Agreement shall be applicable.

5. PENALTY

It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, User department shall be entitled to take appropriate legal action against the Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment of registration in India. In such an eventually, User department further reserve its right to take any other appropriate action, in law or otherwise, against the recipient, as it deems for and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by User department of the right to prosecute the Recipient for any salutatory violation.

6. MISCELLANEOUS

- (i) **Interpretation:** The Interpretation of User department with respect to the provision of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the recipient can make an appeal to the authority next to User department.

- (ii) **Supersession:** This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.
- (iii) **Indemnification:** The Recipient agrees to indemnify and hold User department harmless for any cost damage, losses. Penalty and/ or liability or claims incurred by or made against User department due to any breach, non-observance, failure of any other act leading to breach or omissions on part of the recipient in the performance of this Agreement
- (vi) **Waiver:** The non-exercise of or delay in exercising any power or right by User department shall not operate as a waiver of its power or right, A Waiver by a party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such party.
- (vii) **Relationship between the parties:** Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose, Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.
- (viii) **Notices:** Every notice, demand or other communication under this Agreement shall:
 - a) Be in writing, delivered by hand, or by registered AD post or speed post AD or by fax number as notified by parties.
 - b) Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.
 - c) Be deemed to have been received:
 - 1. When delivered by hand; at the time so delivered if during business hours on a business day for the recipient.
 - 2. If given by registered AD post or Speed post AD, 48 hours after it has been put into post, (To be continued) and
 - 3. If sent by fax or electronic mail (E Mail) at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to;
 - (i) Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notices.

- (ii) The sender not receiving any telephone calls from the recipient, to be confirmed in writing that the fax has not been received in legible form; and

(ix) Governing Law and Jurisdiction: This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate Court of Delhi, India.

IN WITNESS WHEREOF, the parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the President of India represented by

Designation:

Name:

(Employer)

WITNESSES:

1.

2.

SIGNED AND DELIVERED for and on behalf of the..... [Recipient]

Represented by its Authorized Signatory.

Mr/ Ms

WITNESSES:

1.

2.

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

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

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

Percentage Rate Tender & Contract for Works

Tender for the work of: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

- (i) To be uploaded by **15:00 hours on 06/07/2026** upload at <https://etender.cpwd.gov.in>
- (ii) To be opened in presence of tenderers who may be present at **15:30 hours on 06/07/2026 in the office of the Executive Engineer(E)-II, CPWD, E-Wing, 4th Floor, Kendriya Sadan, Koramangala, Bangalore-560034.**

To be filled by Executive Engineer (E)

[

TENDER

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

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

I/We agree to keep the tender open for 30 (Thirty) days from the due date of its opening in case of single bid system and 75 (Seventy five) days from the date of opening of technical bid in case tenders are inviting on 2 / 3 bid / system for specialised work and not to make any modification in its terms and conditions.

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

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

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12 of the tender form.

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

I/We undertake and confirm that eligible similar work(s) has / have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer in Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.

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

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

Acceptance

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

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

- (a)##.....
- (b)##.....
- (c)##.....

For & on behalf of the President of India

Signatures :##.....

Dated:##.....

Designation :##.....

To be filled by EE(E)

Addition : NIL

Overwriting : NIL

Correction : NIL

Deletion : NIL

AE(E)/P

EE(E)

Proforma of Schedules

(Combined Proforma for Civil & Electrical / Civil, Electrical & Horticulture components of work)

(Separate Proforma for Civil, Electrical & Horticulture Works in case of Composite Tenders)

SCHEDULE 'A' Schedule of quantities	:	As per Part-C
SCHEDULE 'D' Extra schedule for specific requirements / documents for the work, if any	:	As per bid document
SCHEDULE 'E' Reference to General Conditions of Contract	:	Applicable GCC is CPWD General Conditions of Contract Construction Works 2023 / CPWD General Conditions of Contract EPC Projects 2024 / CPWD General Conditions of Contract Maintenance works 2023 as modified and corrected upto the previous day of last date of submission of bid.

Name of Work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

	Estimated cost of work	:	Rs.75,96,028/-
(i)	Earnest Money	:	Rs. 1,51,921/- to be returned after receiving PG
(ii)	Performance Guarantee	:	(a) 5% of tendered value or Estimated Cost Put to Tender (ECPT) (whichever is higher). (b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.
(iii)	Security Deposit	:	2.5% of tendered value

Addition : NIL Correction : NIL
Overwriting : NIL Deletion : NIL

AE(E)/P

EE(E)

SCHEDULE 'F'

General Rules & Directions:

Officer inviting tender	Executive Engineer (E)-II, CPWD, Bangalore-34
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Definitions:

2(vi)	Engineer in charge	
	Electrical work (Major component)	Executive Engineer (E)-II, CPWD, Bangalore-34 or his successor thereof
	Civil work (Minor component)	Executive Engineer ## or his successor thereof
2(vii)	Director General / CPWD Directorate	It includes Director General / Special Director General / Additional Director General / CPM / CA / Chief Engineer / CE-ED / PM / SE / SE-PD / Director (Horticulture)
	Successor	Any authority as notified by the CPWD Directorate before, during or after execution of work / agreement
2(viii)	Accepting Authority	Chief Engineer, CPWD, Bangalore or his successor thereof or any other authority as approved by the CPWD Directorate
2(x) (a)	Percentage on cost of materials and Labour to cover all overhead and profits	15%
2(x) (b)	Standard Schedule of Rates	
	(i) Civil work	DSR-2023 (CIVIL)
	(ii) Electrical work	DSR-2025 (E&M)

to be filled by Executive Engineer

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

2(xi)	Department	Central Public works Department (CPWD)
9(ii)	Standard CPWD Contract Form	CPWD General Conditions of Contract Construction Work 2023 & CPWD Form-7 as modified and corrected upto the previous day of last date of submission of tender.

To be filled by Executive Engineer

CLAUSE-1

- (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of acceptance : **7 (Seven) days**
- (ii) Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee amount beyond the period provided in (i) above : **3 (Three) days**

CLAUSE-2

Authority for fixing compensation under clause2 : Chief Engineer, CPWD, Bangalore or his successor thereof

CLAUSE-2A	
Applicable Clause-2 / Clause 2A	: Yes / No

CLAUSE-5

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

Mile Stone Table (Electrical works):

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE(E)/P

EE(E)

Sl. No	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non-achievement of milestone (Electrical component)
1	Submission of credentials of associated agencies, TDS & GA drawings for approval	15 days	0.5%
2	Supply of DG sets and all associated materials	80 days	2.0%
3	Installation of DG set and other associated materials	110 days	1.5%
4	Testing, commissioning and handing over the complete installation and including local body approval, if required	120 days	1.0%

Time allowed for execution of work : **120 days**

Note: Regarding interpretation on description of milestone, the decision of Engineer in charge shall be final and binding on the contractor.

Authority to decide:

(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 the case of composite contracts, as the case may be
(ii)	Authority to decide rescheduling of mile stone and extension of time	The Chief Engineer, Bangalore, CPWD, Bangalore or his successor thereof
(iii)	Shifting of date of start in case of delay in handing over of site	The Chief Engineer, Bangalore, CPWD, Bangalore or his successor thereof

Schedule of handing over of site

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of commencement of work
Part A	Portion without any hindrance	All work	The site for the work is available.
Part B	Portions with encumbrances		
Part C	Portions dependent on work of other agencies		

Schedule of issue of Designs

Sl. No.	Details of drawings	Time period from date of issue of letter of commencement of work
1	Architectural and structural drawings.	The architectural and structural drawings shall be made available in phased manner, as per requirement of the same as per programme of completion submitted by the contractor and approved by the Engineer in charge after award of work.

Schedule of rate of recovery for delay in submission of Time and progress chart and progress report

Sl. No.	Contract Value	Recovery in Rs / Per week
1	More than Rs. 1 Crores but less than or equal to Rs. 5 Crores	2000
2	More than Rs. 5 Crores but less than or equal to Rs. 20 Crores	6000

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE(E)/P

EE(E)

3	More than Rs. 20 Crores	10000
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Schedule of rate of recovery for delay in submission of revised program

Sl. No.	Contract Value	Recovery in Rs / Per day
1	More than Rs. 1 Crores but less than or equal to Rs. 5 Crores	3000
2	More than Rs. 5 Crores but less than or equal to Rs. 20 Crores	9000
3	More than Rs. 20 Crores	15000

CLAUSE-6

~~Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB)~~

Mode of measurement : CMB / EMB

CLAUSE-7

Gross work to be done together with net : Rs. 20.00 Lakhs
payment / adjustment of advances for material
collected, if any, since the last such payment
for being eligible to interim payment

CLAUSE-7A

Whether Clause 7A shall be applicable : Yes / ~~No~~

CLAUSE-8A

Authority to decide compensation on account if : Engineer in charge or his
contractor fail to submit completion plans successor thereof

CLAUSE-10A

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

List of testing equipment to be provided by the contractor at site lab : Electrical work:
As per site requirement
Civil work:
~~As per details attached in this bid document (Annexure D)~~

CLAUSE-10B (ii)

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

CLAUSE-10C (Applicable in only those contracts where clause 10CC is not applicable)

Whether Clause 10C shall be applicable : ~~Applicable~~ /Not applicable

Component of labour expressed as percent of value of work : ~~Civil work:~~ 25%
Electrical work: 15%

CLAUSE-10CC

Whether Clause 10CC shall be applicable : ~~Applicable~~ / Not applicable

A. ~~For Construction Period (Civil work)~~

Sl. No.	Relevant component of Material/ Labour for price escalation	Percentage of total value of work
1	Component of cement	
2	Component of labour	
3	Civil Component of other Construction Materials	
4	Electrical and Mechanical (E&M) component of Construction Materials	
5	Component of POL (Diesel)	
6	Reinforcement steel bars / TMT bars / structural steels (including strands and cables)	
7	Component of bitumen	
	Total	

Addition : NIL Correction : NIL
Overwriting : NIL Deletion : NIL

AE(E)/P

EE(E)

For Construction Period (Electrical work)

Sl. No.	Relevant component of Material / Labour for price escalation	Percentage of total value of work
1	Component of cement	
2	Component of labour	
3	Civil Component of other Construction Materials	
4	Electrical and Mechanical (E&M) component of Construction Materials	
5	Component of POL (Diesel)	
6	Reinforcement steel bars / TMT bars / structural steels (including strands and cables)	
7	Component of bitumen	
	Total	

CLAUSE-11**(i) Specifications to be followed for execution of work:**

Specifications specified in contract documents	Detailed specifications, Particular Specifications etc. included in this Bid document
CPWD Specifications for Civil works	CPWD Specifications 2019 Vol 1 and Vol. 2
CPWD Specifications for Electrical works	CPWD General specifications for Electrical works Part-I Internal-2023 Part-II External-2023 Part III Lifts & Escalators-2003 Part-IV Substation-2013 Part V Wet riser & Sprinkler system-2020 Part VI Fire Detection and Alarm System-2018 Part-VII: D.G. Sets-2013 Part VIII Gas Based Fire Extinguishing System-2013 CPWD General Specifications for Heating, Ventilation & Air Conditioning (HVAC) — 2024 CPWD General Specifications for Medical Gas Pipe line System-2022 CPWD General Specifications for Modular operation Theater-2022 CPWD General Specifications for Nurse Call system-2022
Others	All relevant BIS codes of practice, National Building Code (NBC), Energy Conservation Building Code (ECBC), NABL / IPHS guidelines, NDMA guidelines for Hospital Safety, Recommendations for Basic requirement of General

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

	Hospital Building, Standard requirements as per Medical Council of India (MCI), Guidelines as per Clinical Establishment (Registration & Regulation Act), Structural & Non-structural elements for Fire safety, Harmonized Guidelines and Standards for Universal Accessibility in India, The Indian Electricity Act, Indian Electricity Rules, Central Electricity Authority rules, Local Bodies & Statutory bodies Norms and all other relevant Codes, Guidelines, Regulations, Recommendations, Norms etc.
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Note: Latest version and all volumes of all above Codes, Guidelines, Regulations, Recommendations, Norms, specifications etc. shall be applicable along with all amendments issued upto the previous day of the last date of submission / uploading of Bid.

(ii) **Building Information Model (BIM) is applicable** : ~~Yes~~/ No

Building Information Model (BIM)	:	This Project shall be executed using Building Information Model (BIM) of minimum LOD 350. The BIM model shall be used for Architectural, Structural and MEP services. Contractor is required to get the BIM models prepared for the entire project.
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CLAUSE-12

12.2 (c)	Deviation limit beyond which Clauses 12.2 (c) shall apply for all building works	100% (One hundred percent)
	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)	100% (One hundred percent)
	Deviation Limit for items mentioned in earth work subhead of DSR and related items	100% (One hundred percent)

CLAUSE-16

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE(E)/P

EE(E)

Competent Authority for deciding reduced rates : Chief Engineer, CPWD, Bangalore or any other Authority as decided by CPWD Directorate

CLAUSE-18

List of mandatory machinery, tools & plants to be deployed by the contractor at site. : Electrical work:
As per site requirement
Civil work:
~~As per details attached in this bid document (Annexure E)~~

CLAUSE-19

Authority to decide penalty for each default : Executive Engineer of respective discipline or any other Authority as decided by CPWD Directorate

CLAUSE-19 (C)

Authority to decide penalty for each default : Executive Engineer of respective discipline or any other Authority as decided by CPWD Directorate

CLAUSE-19 (D)

Authority to decide penalty for each default : Executive Engineer of respective discipline or any other Authority as decided by CPWD Directorate

CLAUSE-19(G)

Authority to decide penalty for each default : Executive Engineer of respective discipline or any other Authority as decided by CPWD Directorate

CLAUSE-19 (K)

Authority to decide penalty for each default : Rs. 200/- per tradesman per day

CLAUSE-25

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

I.	Conciliator	:	The Additional Director General (Bangalore), CPWD, Bangalore or his successor
II.	Arbitrator Appointing Authority	:	The Chief Engineer, CPWD, Bangalore or his successor
III.	Place of Arbitration	:	Bangalore, Karnataka

Proforma for Appendix XVII, XVIII & XIX are available in the Standard GCC.

CLAUSE-32: Requirement of Technical Representative(s) and Recovery Rates

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum Experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling relevant clause of GCC	
						Figures	Words
1	Graduate Engineer or Diploma Engineer	E&M	Project Manager cum Planning / Quality / Site / Billing Engineer	2 years (Graduate) or 5 years (Diploma)	1	Rs. 15,000/- per Month per person	Rupees Fifteen Thousand only

Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers.

Diploma holder with minimum 10 years relevant experience with a reputed construction company 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.

~~*Minimum recovery for not deploying Building information Model (BIM) professional shall be Rs. two lac per month or as mentioned above, whichever is higher.*~~

BIM professional to be deployed by contractor : YES/ NO

CLAUSE-38

(i)	(a)	Schedule / statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	Applicable — DSR — with Amendments / Correction slips up to previous day of last date of submission of tender
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Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE(E)/P

EE(E)

(ii)	Variations permissible on theoretical quantities:	
	(a)	Cement
		For works with estimated cost put to tender not more than Rs. 25 lakhs
		3% (Three percent) plus / minus
		For works with estimated cost put to tender more than Rs. 25 lakhs
		2% (Two percent) plus / minus
	(b)	Bitumen for all works
(c)		2.5% (Two decimal five percent) plus only and nil on minus side
		Steel Reinforcement and structural steel sections for each diameter, section and category
		2% (Two percent) plus / minus
	(d)	All other materials
		Nil

Provision of Independent External Monitors (IEMs):

- i) ~~Integrity Pact would be applicable for the work having estimated cost put to tender Rs.300 crore and above.~~
- ii) ~~Particulars of IEMs appointed by CVC are given in the relevant GCC mentioned in Schedule A to F.~~

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE(E)/P

EE(E)

Specific Conditions for all components of work (Part-A)

- 1.0 The rate quoted by the agency shall be for all the provisions of the bid document. Nothing extra shall be paid for compliance of the provisions mentioned in the bid document. Extra payment for compliance of any provision shall be made only when it is specifically provided that it shall be paid extra.

The rates quoted by the bidder shall be for all the provisions of the bid document irrespective of the fact whether "Nothing extra shall be paid" is specifically mentioned against any provision or not.

This is applicable for all components of work.

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

- 3.0 In case of reduction in scope of work or no work is possible to carry out or delay in work on account of any reason / issue, no compensation on any account i.e. due to reduction in value of work, loss of expected profit, over heads, idling of men & machinery, advance to vendors, procurement of materials, etc. shall be payable.

No claim of any type due to the above reasons / issues shall be payable.

- 4.0 The contractor should make temporary arrangement for sewage disposal, water supply, electricity etc. for completed building to make them functional in case permanent arrangements are not ready for which nothing extra shall be payable.

- 5.0 In case works related to DG set have been completed but the handing over of the building project is delayed due to any reason, the agency shall remain responsible for attending to all works required for the commissioning / recommissioning of these systems until the actual date of handing over or for a period of one year from the actual date of completion, whichever is earlier. If the agency fails to fulfil this obligation, the required works shall be carried out at the risk and cost of the agency, and the expenses incurred shall be recovered from any dues payable to the agency under this contract or any other contract with the department.

In addition, the DLP (Defect Liability Period) shall be applicable separately as per the relevant conditions of the contract.

- 6.0 The fee payable to statutory authorities for obtaining local body approvals and various permanent service connections shall be reimbursed to the contractor unless specifically provided otherwise elsewhere in the tender document. The reimbursement shall be made only upon production of proof of payment. However, any penalty imposed for the above activities shall not be reimbursed and will have to be borne by the contractor. The fee will be reimbursed only if it is paid with the prior approval of the Engineer-in-charge.

- 7.0 A site laboratory with the minimum equipment as specified in CPWD specifications and in this bid document shall be established, made functional and maintained within one month from the award of work without any extra cost to the department.

The site laboratory will be a well furnished and ventilated laboratory of area as decided by the Engineer in charge, for which nothing extra shall be paid.

- 8.0 ~~A Site Office along with Air conditioner, Electrical installations, Furniture,~~

Addition : NIL Correction : NIL

Overwriting : NIL Deletion : NIL

AE(E)/P

EE(E)

~~Computers, Printers, Photocopier etc. as per details below shall be constructed / provided by the contractor. Nothing extra shall be payable on this account:~~

- ~~(i) The Contractor shall design and construct / provide one site office at his own cost on the construction site consisting of three rooms including 1 (one) toilet and 1 pantry with total built up area not less than 15 (fifteen) sqm for CPWD staff or as decided by Engineer in charge.~~
- ~~(ii) The location and plan shall be got approved from Engineer in charge. Specification for the site office shall be portable type and/ or any other specifications as per approval of Engineer in charge.~~

9.0 Intending Bidders are advised to get familiarized with all the concerned local body including Fire authorities, Environmental clearance authorities, Tree cutting authorities, Urban Planning authorities, orders passed by any court on the environment issues, Ministry of Defence, Environment rules to get the NOC, CFE & CFO from Karnataka State Pollution Control Board and any other issues related to obtaining commencement certificate & occupancy certificate and satisfy themselves before submitting their bids as to the status, nature of the rules and regulations and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. Bidder shall be deemed to have full knowledge of such rules and regulations whether he has read it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Submission of a bid by the bidder implies that he has read this notice and all other documents and has made himself aware of the local body bye-laws, statutory authority regulations etc. and any other factors having a bearing on the execution of the work. In case of reduction of scope of work or no work is possible to carry out or delay in work on account of such issues, no compensation shall be payable for same on account of loss of Profit and Overheads to the bidder.

10.0 In the case of discrepancy between the schedule of quantities, the specifications and / or the drawings or any other provision of the bid document, the following order of preference shall be observed.

- (i) Description of schedule of Quantities
- (ii) Particular & Technical Specifications and Additional, Commercial & Special Conditions etc.
- (iii) National Building Code (NBC) & Indian Standard Specifications of the Bureau of Indian Standards (BIS)
- (iv) CPWD Specifications
- (v) ASTM, BS, or other foreign-origin codes wherever required
- (vi) As per Directions of Engineer in Charge, Manufacturer's specifications, Sound engineering practices, well-established local construction practices, etc.

Notes

- (a) Above provisions supersedes para 8.1 of relevant General Conditions of Contract.
- (b) Whether specifically mentioned or not, all the IS codes & other documents referred in this bid document are to be used with latest edition and amendments issued upto the previous day of last date of submission of bid.
- (c) The agency is not allowed to take benefit out of any clerical / grammatical mistake in the standard clauses / Schedule of Quantities / Specifications / any other provisions of tender document, etc., being used in the agreement.
- (d) All documents forming part of the contract shall be considered mutually complementary. Any requirement in one document is deemed to be required across all documents unless explicitly excluded. Nothing extra shall be payable to the contractor on this account.
- (e) In the event that any work (including but not limited to items, details, features, specifications, conditions) is specified in only one document of the contract and not in any other contract document, such work shall be deemed to have been included in the scope of the contract, irrespective of the document's position in the order of precedence. Nothing extra shall be payable to the contractor on this account.
- (f) In the event that the specifications or details mentioned in the tender document are found to be inadequate or improper for meeting functional or codal requirements, the work shall be executed in accordance with the actual requirements or as directed by the Engineer-in-charge. Nothing extra shall be payable to the contractor on this account.
- (g) In the event that the specified details of any item, including but not limited to size, thickness, diameter, material, quantity, etc. are not in accordance with functional requirements or the manufacturer's specifications, the item shall be provided as

Addition : NIL Correction : NIL
Overwriting : NIL Deletion : NIL

AE(E)/P EE(E)

per the necessary requirements and / or as directed by the Engineer in charge. Nothing extra shall be payable to the contractor on this account.

11.0 Contract document interpretation and conflict resolution

11.1 If there are varying or conflicting provisions, the Contractor shall bring this to the notice of the Engineer in charge. The Engineer in charge will clarify the discrepancy and his decision shall be final, binding and conclusive. The Contractor shall execute the work without any dispute following this decision, and no claims regarding this issue will be entertained at any point of time.

11.2 If the Contractor fails to bring the discrepancy or variation to the notice of the Engineer in charge and proceeds with the work, any claims raised by the Contractor regarding the discrepancy after the work's completion will not be entertained under any circumstances.

11.3 Any changes in the scope of work or execution of additional works carried out by the Contractor without prior notification to and approval from the Engineer in charge will result in such claims being disallowed in the future. The Contractor is responsible for obtaining formal approval before proceeding with any deviations or additional work.

11.4 In case of discrepancies in dimensions (e.g. Length, Width, Height etc.) mentioned in different contract documents, the dimensions decided by the Engineer-in-charge will prevail for which nothing extra shall be paid.

12.0 If the contractor does not possess electrical license in his own name, he shall submit an undertaking to associate an agency having valid electrical license of appropriate voltage in its name issued by the State Government concerned (ESCOM / KPTCL / Licensing Board) under Section 45 of the Indian Electricity Rules, 1956 as amended from time to time for execution of work which requires such a license. Such associate agency shall keep valid electrical license throughout the period of execution of work by getting it renewed at suitable intervals. In the event of any default on the part of the contractor in this regard, he / she is liable to be debarred.

If the contractor possess electrical license in his own name, he also has to follow the requirements prescribed above for associate agency.

13.0 **Specialized components of the work and Minimum Eligibility Criteria for the Agency(s) to be Associated**

- (i) Sub-head wise total cost is taken for the purpose of Eligibility Criteria only, which is rough cost and should not be used or interpreted for any other purpose.
- (ii) SITC means: Supplying, Installation, Testing & Commissioning.
- (iii) The lowest tenderer shall submit an undertaking from the OEM regarding:
 - (a) Authorization certificate.

- (b) The OEM shall unconditionally support the lowest tenderer technically throughout the execution of contract as well as for maintenance / comprehensive maintenance contract for the useful life of the system.
- (c) OEM shall provide all the spares required for healthy functioning of the equipment for at least seven years from the date of supply of equipment.
- (iv) The Main contractor has to associate agency(s) for the following specialised component(s) conforming to the eligibility criteria of having successfully completed following similar works during last seven years ending last date of the month previous to the month in which tenders are invited.

Work completion certificate in Form-D to be signed by the authority not below the rank of Executive Engineer is to be submitted by the main contractor / associated agencies for all the works.

Sl. No	Specialized Component	Estimated cost (Rs. lakhs)	Minimum Eligibility Criteria
1	SITC of DG set with associated work	75.96 Lakhs	<p>Three Similar Works each costing not less than 40% of Estimated cost mentioned in Column No. 3 with capacity of individual DG set being 80% individual capacity of the equipment.</p> <p>OR</p> <p>Two Similar Works each costing not less than 60% of Estimated cost mentioned in Column No. 3 with capacity of individual DG set being 80% individual capacity of the equipment.</p> <p>OR</p> <p>One Similar Work each costing not less than 80% of Estimated cost mentioned in Column No. 3 with capacity of individual DG set being 80% individual capacity of the equipment.</p> <p>Similar work shall mean "SITC of DG set"</p> <p>However, the main contractor shall also be eligible to carry out himself without associating any specialized agency provided:</p> <p>(a) He fulfils the prescribed eligibility criteria respectively for this work.</p> <p>OR</p> <p>(b) He directly procures the equipment of approved make from manufacturer and gets it installed from authorized agency / service provider of the manufacturer/ specialized agency, all as per the eligibility criteria mentioned.</p>

14.0 It will be obligatory on the part of the tenderer to sign the agreement for all components before the first payment is released.

PART-B

Brief details of Electrical and Mechanical Works

Name of work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

The Scope of work mentioned in the schedule of work gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out. The work shall be carried out, all in accordance with true intent and meaning, regardless of whether the same may or may not be particularly described, provided that the same can be reasonably inferred there from. There may be several incidental works, which are not mentioned but will be necessary to complete the intended work in all respect.

General and commercial conditions for all E&M services

DG Set

The scope of work includes providing 2 no's DG set with AMF Panel, Cabling etc.,

Note: Electrical work or E&M works have been interchangeably used. They mean the same thing.

General and commercial conditions for all E&M services

- 1.1 **Inspection before Dispatch:** All routine tests shall be conducted before dispatch of equipment. No equipment shall be dispatched out from the manufactures premises before such tests are conducted and test result recorded. These test certificates shall be given along the supply of equipment. The Engineer in charge shall, if he so desires inspect and witness the pre-delivery tests. For this purpose, the agency shall give 15 days advance notice. Agency shall arrange for inspection of the department. Department shall bear expenses of its officials for inspection as far as travelling, boarding and/lodging is concerned.

However, the inspection shall be done at the discretion of the department without any cost implication but **ROUTINE TEST & TYPE TEST Certificates** shall have to be submitted for all the equipment.

Prior to dispatch, all equipment shall be adequately protected & insured for the whole period of transit, storage and erection against corrosion and incidental damages etc. from the effect of vermin, sunlight, rain, heat, humid climate and accidents etc.

- 1.2 **Procedure for approval of materials, Shop floor drawings and commencement of work**

Within the time specified in table of milestone, the contractor shall submit the following documents for approval. List of makes & Model numbers of all items of equipment and accessories for each Sub Head of work. Catalogues of the equipment to be supplied. Shop floor drawings of each packages / Sub work shall be submitted separately for approval. It is the responsibility of the tenderer to get the makes, models and shop floor drawings approved by the department before placing of order.

Insurance: The agency shall include storage cum erection insurance including third party insurance right from the storage to commissioning and handing over of various equipment. In insurance, the beneficiary shall be Engineer in charge at the cost of the agency. All insurance which the agency is required to enter into under the contract shall be affected any authorized general insurance company and the agency shall produce the policies of insurance. In case of any delay in IT handing over, the insurance cover will be suitably extended by the contractor at his own cost.

Remedy of failure to insure: If the agency fails to effect and keep in force the insurance referred to in the preceding sub-clause and in case of unforeseen eventuality of theft / damage etc. to any material, the contractor only shall be held responsible and necessary rectification/ replacement has to be done by contractor himself.

Quality of material and workmanship: All parts of the equipment shall be of such design, size and material so as to function satisfactorily under all rated conditions of operation. All components of the equipment shall have adequate factor of safety. The work of fabrication and assembly shall conform to sound engineering practice and on the basis of "Fail Safe Design". The mechanical parts subject to wear and tear shall be easily replaceable. The construction of the equipment shall be such as to facilitate easy operation, inspection, maintenance and repairs. All connections and contacts shall be designed to minimize risk of accidental short circuits caused by animals, birds and vermin etc. All identical items and their component parts should be completely interchangeable including spare parts.

1.3 Inspection and testing at Factory and site:

The department requirement reserves the right to inspect the equipment and get it tested at the factory itself for which the Contractor has to give 15 days notice for inspection. The travelling cost of Officers will be borne by the Department. The installation shall be subject to necessary inspection during every stage of erection, by the Engineer in charge or his authorized representative.

The successful bidder shall provide all facilities and assistance for the purpose. The completed installation shall be inspected and tested by the Engineer in charge in the manner as will be laid down by the department. All instruments and facilities necessary for the tests shall be provided by the agency.

Completeness of work: The installations shall be completed in all respects and put into operation even where certain details have not been mentioned / left out in these specifications. All E&M services such as Internal Electrical installations etc., shall be declared as completed after completion of trial run of 1 month or completion of whole work whichever is later. However, maintenance of these installations during the maintenance period of 12 months shall be carried out by the agency at his own cost. DLP / Warranty period of all works shall commence from date of completion of complete work (project).

All electrical & mechanical fittings / fixture / appliances, to be provided for the work, where BEE certification is available should have 5-star rating (of BEE).

The CPWD specifications are available at CPWD website “cpwd.gov.in”. The department shall not be responsible for the lack of knowledge and also the consequences thereof to the Contractor. The information and data mentioned in the tender document have been furnished in good faith and for general information and guidance only. The Engineer in charge in no case shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor and no claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different from data / drawing after preparation of architectural drawings, design and approved for construction. It is presumed that the Contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination, which may be required between different agencies.

Incidental Charges: All incidental charges of any kind including cartage, storage, wastage and safe custody of material etc. shall be borne by the Contractor.

Quality Assurance: The Contractor shall make available, on request from the Department, for record, copies of challans, cash memos, receipts and other certificates, if any, vouchers towards the quantity and quality of various materials procured and the same shall be kept in record. These shall also provide information on the name of the manufacturer, manufacturer’s product identification, manufacturer's instructions, warning, date of manufacturing and test certificates from manufacturers for the product for each consignment delivered at site, shelf life, if any, for the department to ensure that the material have been procured from the approved source and of the approved quality, as directed by the Engineer in charge. Day to day account of receipt of such material shall be maintained at site of work and shall be regulated by the department. Nothing extra shall be payable on this account.

Storage of materials: Storage and safe custody of all materials shall be the sole responsibility of the Contractor. Nothing extra shall be payable on this account.

1.4 Quality Control and Testing of Materials:

All the material to be used on works shall bear ISI certification mark unless otherwise the make is specified in the item or special conditions appended this tender document. In case ISI mark material or the materials mentioned in the tender documents are not available, as per opinion of Engineer-in-charge, which shall be final and binding, the material to be used shall conform to CPWD specifications applicable in this tender or IS Code. In such cases Engineer-in-charge shall satisfy himself about the quality of such material and give his approval in writing. Only articles classified as first quality by the manufacturers shall be used unless otherwise specified. All material not having ISI mark shall be tested as per relevant ISI specification. The Engineer in charge may relax the condition regarding testing if the quantity of the materials required for the work is small. In all cases of use of ISI marked materials proper proof of procurement of materials from authentic manufacturers shall be provided by the contractor to the entire satisfaction of the Engineer-in-charge. All materials equivalent to the one specified should be got approved by the Engineer-in-charge before using the said materials in the work.

If the department desires to send any samples of materials for testing in an accredited laboratory, the Contractor at his own expense shall supply all materials, labour for preparing and testing samples as required by the Engineer-in-Charge. The testing shall be carried out in the presence of the representative of the Engineer-in-Charge. The transportation and testing charges shall also be borne by the contractor. No foreign exchange shall be made available by the department for importing (purchase) of equipment, plants, machinery, materials of any kind. No delay and no claim of any kind shall be entertained from the Contractor on account of variation in the foreign exchange rate and/or any Custom duties / charges or any other levies.

1.4.1 Quality Assurance Manual (Quality Assurance Plan & Checklist for E & M Service)

- (a) Main contractor / Associate shall submit the required quantity of materials as sample for Testing from Govt. / approved private Laboratory.
- (b) The decision on testing shall be as per E&M quality checklist of CPWD vide OM No. 51(4)/CE(E)/CSQ/2016/293 (H) dated 31.03.2016 with modifications as applicable or as per direction of Engineer-in-Charge and shall be binding on contractor. Contractor shall submit the required size and quantity of samples for the testing.
- (c) Department shall send the samples to the testing laboratory & the test results shall directly come to department. However, the cost of all testing shall be borne by the contractor.

1.5 Preferred Makes (Brands) of materials:

Preferred makes (brands) of materials, wherever applicable and in the scope of work, are given in the tender document for guidance. Alternate equivalent makes (brands) may also be used subject to:

- 1.5.1 The contractor submits all documents to the satisfaction of the Engineer in charge to prove that the alternate make meets the contract specifications in all respect and is equivalent to the specified make.
- 1.5.2 The Engineer in charge approves the alternate equivalent make.

1.6 No Waiving of Legal Rights and Powers: The Engineer-in-Charge shall not be precluded or stopped from taking any measurements, and framing of estimates or detaining any certificates made either before or after the completion and acceptance of the work and payment, from showing the true amount and character of the works performed and materials furnished by the Contractor and from showing that any such measurements, estimates or certificates untrue or incorrectly made and that Engineer-in-charge shall not be precluded or stopped from recovering from the Contractor such damages as it may be sustained by reasons of his failure to comply the terms and conditions of the contract.

The tenderers shall take into account the element of wastage(s) those are likely to be there in all elements of the work and quote his price, taking that into account. The tenderers shall study all the items from the point of view of wastage(s), which are likely to take place. Power supply required for construction, testing & commissioning shall have to be arranged by the bidder at his own costs. Water required for testing of equipments is also in the scope of agency.

The description of E &M service & specification are given in general but they are not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and / or described in the specifications, provided that the same can be reasonably inferred there from. There may be several incidental works which are not mentioned in the contract document / specifications but will be necessary to complete the item in all respects.

All these incidental works / costs which are not mentioned, but are necessary to complete the work shall be deemed to have been included in the overall amount quoted by the contractor for various components of work. No adjustment of rates shall be made for any variation in quantum of incidental works due to variation / change in actual working drawings. Also, no adjustment of rates shall be made due to any change in incidental works or any other deviation in such element of work (which is incidental to the items of work and are necessary to complete such items in all respects) on account of the directions of Engineer-in-charge. Nothing extra shall be payable on this account.

1.7 General

- 1.7.1 The contractor shall execute the whole work in the most substantial and workman like manner in strict accordance with the specifications, approved design, drawings, particular specifications, special conditions, additional conditions and instructions of the Engineer in Charge.
- 1.7.2 Before tendering, the contractor shall inspect the site of work and shall fully acquaint himself about the conditions prevailing at site, availability of materials, availability of land and suitable location for construction of godowns, stores and camp, transport facilities, the extent of leads and lifts involved in execution of work.
- 1.7.3 The contractor shall at his own expense and risk arrange land for accommodation of labour, setting up of office, storage of materials, erection of temporary workshops, construction of approach roads to the site of work, including land required for carrying out of all jobs connected with the completion of the work. However, the departmental land to the extent available may be allowed to be used for these purposes free of rent without accepting any responsibility for the delay, if any, on this account. The contractor shall have to abide by the regulations of the authorities concerned and the directions of the Engineer in Charge for use of land available at the site of work. If it becomes necessary during construction to remove or shift the stored materials, shed, workshop, access roads, etc, to facilitate execution of the work included in this agreement or any other work by any other agency, the contractor shall remove or shift these facilities as directed by the Engineer-in-Charge and no claim whatsoever shall be entertained on this account.

It shall be deemed that the contractor has satisfied himself as to the nature and location of the work, transport facilities, availability of land for setting up of camp, etc. The department will bear no responsibility for lack of such knowledge and the consequences thereof.

- 1.7.4 The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer in Charge. Nothing extra shall be paid on this account.
- 1.7.5 The contractor shall carry out true and proper setting out of the work in co-ordination with the Engineer in Charge or his authorized representatives and shall be responsible for the correctness of the positions, levels, dimensions and alignments of all parts of the structure. If at any time during the progress of the work any error appears or arises in the position, level, dimensions or alignment of any part of the work, the contractor on being asked to do so by the Engineer in Charge, shall rectify such error to the entire satisfaction of Engineer in Charge. The checking by the Engineer-in-Charge or his authorized representatives shall not relieve the contractor of his responsibility for the correctness of any setting out of any line or level. The contractor shall carefully protect and preserve all bench marks, pegs and pillars provided for setting out of works.
- 1.7.6 The contractor shall at his own cost submit samples of all materials sufficiently in advance and obtain approval of Engineer in Charge. The materials to be used in actual execution of the work shall strictly conform to the quality of samples approved by the Engineer in Charge and nothing extra shall be paid on this account. The acceptance of any sample or material on inspection shall not be a bar to its subsequent rejection, if found defective.
- 1.7.7 The contractor shall at his cost, make all arrangements and shall provide necessary facilities as the Engineer in Charge may require for collecting, preparing, packing, forwarding and transportation of the required number of samples for tests and for analysis at such time and to such places as directed by the Engineer in Charge. Nothing extra shall be paid for the above operations including the cost of materials required for tests and analysis. All expenditure to be incurred for testing of samples eg. Packaging, sealing, transportation, loading, unloading etc including testing charges shall be borne by the contractor.
- 1.7.8 The necessary tests shall be conducted in the laboratory approved by the Engineer in Charge. The samples for carrying out all or any of the tests shall be collected by the Engineer in Charge or on his behalf by any other officer of CPWD. The contractor or his authorized representative shall associate himself in collection, preparation, packing and forwarding of such samples for the prescribed tests and analysis. In case the contractor or his authorized representative is not present or does not associate himself in the aforesaid operation the results of such tests and consequences thereon shall be binding on the contractor.

- 1.7.9 Materials used on work without prior inspection and testing (where testing is necessary) and without approval of the Engineer in Charge are liable to be considered unauthorized, defective and not acceptable. The Engineer in Charge shall have full powers to require the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not conform, in character or quality to the samples approved by the Engineer in Charge. In case of default on the part of the contractor in removing rejected materials, the Engineer in Charge shall be at liberty to have them removed at the risk and cost of the contractor.
- 1.7.10 The contractor shall make his own arrangement of water required for execution of work and get the water tested at his own cost with regard to its suitability for use in the works and get written approval from the Engineer in Charge before he proceeds with the use of same for execution of work.
- 1.7.11 The work shall be carried out in such a manner so as not to interfere or adversely affect or disturb other works being executed by other agencies, if any.
- 1.7.12 Any damage done by the contractor to any existing works or work being executed by other agencies shall be made good by him at his own cost.
- 1.7.13 The work shall be carried out in the manner complying in all respects with the requirement of relevant rules and regulations of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
- 1.7.14 For completing the work in time, the contractor may have to work in two or more shifts and no claims whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulations and the agreement entered upon and/or extra amount for any other reasons.
- 1.7.15 The contractor will have to make his own arrangement for obtaining electricity connection from the State Electricity Board and make necessary payment directly to the department concerned and/or install generators at the site of work, if required and nothing extra whatsoever will be payable on this account.

- 1.7.16 The drawings for the work issued by the Engineer in Charge during execution of work shall at all times be properly correlated before executing any work and no claim whatsoever shall be entertained for discrepancies in the drawings.
- 1.7.17 The contractor shall maintain in good condition all work executed till the completion of entire work entrusted to the contractor under this contract.
- 1.7.18 No payment shall be made to the contractor for damage caused by rain, whatsoever during the execution of works and any damage to the work on this account shall have to be made good by the contractor at his own cost.
- 1.7.19 The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, de-watering required, if any, and other inputs involved in the execution of the items.
- 1.7.20 Unless otherwise provided in the schedule of quantities, the percentage rates tendered by the contractor shall be all inclusive and shall apply to all heights, depths, leads and lifts, except for additional height in centring and shuttering over a height of 3.5m.
- 1.7.21 No claim whatsoever for idle labour, additional establishments, costs of hire and labour charges for tools and plants etc, would be entertained under any circumstances.
- 1.7.22 For the safety of all labour directly or indirectly employed in the work the contractors shall, in addition to the provision of CPWD safety code and directions of the Engineer in Charge, make all arrangements to provide facility as per the provision of Indian Standard Specifications (Codes) listed below & nothing extra shall be paid on this account.

1.	IS 3696 Part I	Safety Code for scaffolds and ladders
2.	IS 3696 Part II	Safety Code for scaffolds and ladders Part II ladders
3.	IS 764	Safety Code for excavation work
4.	IS 4138	Safety Code for working in compressed air
5.	IS 7293	Safety Code for working with construction machinery
6.	IS 7969	Safety Code for storage and handling of building materials
7.	IS 4130	Safety Code for demolition of buildings

- 1.7.23 The contractor shall take all precautions to avoid all accidents by exhibiting necessary caution boards and by providing red flags, red lights and barriers. The contractor shall be responsible for any accident at the site of work and consequences thereof.
- 1.7.24 Royalty if any payable and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal shingle, earth, sand bajri, etc. collected by him for the execution of the work, direct to the concerned Revenue Authority of the State or Central Govt. and the amount paid shall not be reimbursed in any form whatsoever.
- 1.7.25 Other agencies working at site will also simultaneously execute the works entrusted to them and to facilitate their working, the contractor shall make necessary provisions e.g. holes, openings, etc. for laying/ burying pipes, cables, conduits, clamps, hooks, etc. as may be required from time to time. The contractor shall extend full co-operation to other agencies for smooth execution of works by other agencies. The final finishing of the work is to be executed in co-ordination with other agencies as directed by the Engineer in Charge.
- 1.7.26 (i) On account of security considerations, there could be some restrictions on the working hours, movement of vehicles for transportation of materials and location of labour camp. The contractor shall be bound to follow all such restrictions and adjust the programme for execution of work accordingly. Nothing extra shall be paid on this account.
- (ii) The contractor shall scrupulously follow all the security regulations of work site that would be in force from time to time, during the period of execution of the work. He shall obtain necessary entry gate passes for bringing in the materials and work force inside work site for execution of the work and he shall furnish full details of materials collected at site of work with supporting documentary evidence. He shall be permitted to take out surplus materials from the site of work, from the work site, after obtaining necessary gate pass, from the Engineer in charge or his authorized representative.
- (iii) The contractor shall not be permitted to construct labour hutments in work site. He shall also not be permitted to allow his work men or his authorized representatives, etc., to stay in work site beyond office hours.
- 1.7.27 Unless otherwise specified in the schedule of quantities the rates for all items of work shall be considered as inclusive of working in or under water and / or liquid mud and / or foul conditions including pumping or bailing out liquid mud or water accumulated in excavations during the progress of the work from springs, tidal or river seepage, rain, broken water mains or drains and seepage from subsoil aquifer.

~~1.7.28 In case of any difference in the Hindi version and English version in any of the condition of contract, English version shall prevail.~~

1.7.29 It is the responsibility of the contractor to obtain necessary no objection certificate, wherever required for approval of drawings, water supply, sanitary connection, electricity connection, completion certificate, occupation certificate, clearance from fire department etc. from Central Govt. / State Govt. / Development Authority / Municipal Corporation / Zilla Parishad / Local Bodies / Village Panchayat or any other organization as applicable.

Nothing extra shall be paid to the contractor for obtaining such sanctions / approval / clearance from the above bodies. However, necessary requisition and letters required in this regard shall be given by the Department. The required fees and other statutory deposits as may be prescribed by the above bodies shall be borne by the Department.

1.7.30 **Submission of Progress Report:** The contractor shall submit monthly progress report of the work in computerized form. The progress report shall contain the following and shall be given for work of each associated agency as well as for the overall work:

- a) Project information, giving the broad features of the contract.
- b) Introduction, giving a brief scope of the work under the contract, and the broad structural or other details.
- c) Construction schedule of the various components of the work through a bar chart for the next three quarters (or as may be specified), showing the milestones, targeted tasks and up to date progress.
- d) Progress chart of the various components of the work that are planned and achieved, for the month as well as cumulative up to the month, with reasons for deviations, if any, in a tabular format.
- e) Plant and machinery statement, indicating those deployed in the work, and their working status, as required.
- f) Man-power statement, indicating individually the names of all the staff deployed in the work, along with their designations.
- g) Financial statement, indicating the broad details of all the running account payments received upto date, such as gross value of work done, advances taken, recoveries effected, amounts withheld, net payments, details of cheque payments received, etc.

- h) A statement showing the extra and substituted items submitted by the contractor, and the payments received against them, items pending for sanction / decision by the Department, broad details of the bank Guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any, the advances received and adjusted.
- i) progress photographs, in colour, of the various items / components of the work done upto date, to indicate visually the actual progress of the work.
- j) Quality assurance and quality control tests conducted during the month, with the results thereof.

1.7.31 The safety and security of the completed buildings including all fixtures and fittings will be the responsibility of the contractor till they are handed over to the client department. After completion of the work, the handing / taking over process may take time. Nothing extra shall be payable on this account.

~~1.8~~ **Bar Chart**

~~1.8.1 The Contractor shall submit a Programme Chart (Time and Progress) for each mile stone along with performance guarantee and get it approved from the Department. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of the items of the work. 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, and further to ensure good progress during the execution of the work. The contractor shall in all cases in which time allowed for any work exceeds one month (save for special jobs for which a separate program has been agree upon) complete the work as per milestones given in Schedule 'F'.~~

~~1.8.2 While preparing the above detailed bar chart, effort shall be made to take all possible items of work simultaneously.~~

~~1.8.3 Separate bar chart should be prepared exclusively for procurement of materials. The detailed bar chart should distinctly bifurcate the items of work and of materials required for the execution of that item. Both should not be clubbed together. For example, for internal plumbing work the bar chart should show the procurement of pipe and other fittings with start and finish dates and items of work with start and finish dates separately. Both items should be interlinked preceding and~~

~~succeeding activity. The bar chart not indicating procurement items separately will not be accepted.~~

~~1.8.4 Similarly, bar chart should be prepared separately for arrangement of labour.~~

~~1.8.5 The bar chart so finalized and accepted by department should be got reviewed by the department, once in a month regularly. Modified / revised bar chart shall be prepared in the event of not adhering to the targets mentioned in the earlier bar chart. The contractor shall augment additional resources, materials and man power for achieving the targets, so submitted in the revised bar chart.~~

1.8.6 ~~In addition to the above bar chart, the contractor shall submit detailed programme of activities using MS projects software. He shall furnish the details both in hard copies as well as soft copies. Nothing extra shall be paid on this account.~~

1.8.7 Prevention of Nuisance and Pollution Control:

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the occupants of the adjacent properties and to the other public in general and to prevent any damage/ inconvenience to them from noise, dust, smoke and other pollutants. The contractor shall make good at his cost and to the satisfaction of Engineer in Charge any damage to roads, paths, cross drainage works, and or any other properties whatsoever caused due to execution of work or by the traffic brought there on by the contractor.

1.8.8 Safety Practices

(i) **Warning / Caution Boards:** All temporary warning/ caution boards/ glow signage display such as "Construction Work in Progress", "Keep Away", "No Parking", Diversions & protective Barricades etc. shall be provided and displayed during day time by the Contractor, wherever required and as directed by the Engineer in Charge. These glow signage and red lights shall be suitably illuminated during night also. The Contractor shall be solely responsible for damage and accident caused, if any, due to negligence on his part. Also, he shall ensure that no hindrance, as far as possible, is caused to general traffic during execution of the work. This signage shall be dismantled & taken away by the Contractor after the completion of work, only after approval of the Engineer-in-Charge. Nothing extra shall be payable on this account except for protective barricades.

(ii) **Sign Boards:** The Contractor shall provide and erect a display board of size and shape as required and paint over it, in a legible and workman like manner, the details about the salient features of the project, as required by the Engineer in Charge. The Contractor shall fabricate and

put up a sign board in an approved location and to an approved design indicating name of the project, Client / Owner, Engineer-in-Charges, Structural Consultants, Department etc. besides providing space for names of other Contractors, Sub-Contractors and specialized agencies within 15 days from issue of commencement letter. Nothing extra shall be payable on this account. **In case of noncompliance / delay in compliance in this, a non-refundable penalty @ Rs. 2500/- per week will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.**

- (iii) Necessary protective and safety equipments such as helmet, safety shoes, gloves etc., shall be provided to the inspecting officers of the department, Site Engineers, Supervisory staff, labour and technical staff of the contractor by the Contractor at his own cost and to be used at site.
- (iv) No inflammable materials including P.O.L shall be allowed to be stored in huge quantity at site. Only limited quantity of P.O.L may be allowed to be stored at site subject to the compliance of all rules / instructions issued by the relevant authorities and as per the direction of Engineer in Charge in this regard. Also, all precautions and safety measures shall be taken by the Contractor for safe handling of the P.O.L products stored at site. All consequences on account of unsafe handling of P.O.L shall be borne by the Contractor.

1.8.9 **Quality Assurance**

- (i) The Contractor shall have to engage well-experienced skilled labour and deploy modern T&P and other equipment to execute the work. Many items like exposed finish form work, specialized flooring work, silicon sealant and backer rod fixing in expansion joints, factory made door shutters, proper slope maintaining in toilet units, sanitary- water supply installations will specially require engagement of skilled workers having experience particularly in execution of such items.
- (ii) The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set out tolerance limit shall be summarily rejected by the Engineer in Charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately. If any material, even though approved by Engineer in Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.
- (iii) In addition to the supervision of work by CPWD engineers, the Senior officers of CPWD, CTE Organization, QCTA team of CPWD and Consultants deployed by the work site / CPWD shall also be carrying out regular and periodic inspection of the ongoing activities in the work and deficiencies, shortcomings, inferior workmanship pointed out by them

shall be communicated by CPWD engineers to the contractor. Upon receipt of instructions from Engineer in Charge these are also to be made good by necessary improvement, rectification, replacement upto his complete satisfaction.

- (iv) All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer in Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer in Charge. Wherever brand/ quality of material is not specified in the item of work, the contractor shall submit the samples as per suggested list of brand names given in the tender document / particular specifications for approval of Engineer in Charge. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer in Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer in Charge.
- (v) The Contractor shall procure and provide all the materials from the manufacturers / suppliers as per the list attached with the tender documents, as per the item description and particular specifications for the work. The equivalent brand for any item shall be permitted to be used in the work, only when the specified make is not available. This is, however, subject to documentary evidence produced by the contractor for non-availability of the brand specified and also subject to independent verification by the Engineer in Charge. In exceptional cases, where such approval is required, the decision of Engineer in charge as regards equivalent make of the material shall be final and binding on the Contractor. No claim, whatsoever, of any kind shall be entertained from the Contractor on this account. Nothing extra shall be payable on this account. Also, the material shall be procured only after approval of the Engineer in charge.
- (vi) All materials whether obtained from Govt. stores or otherwise shall be got checked by the Engineer in Charge or his authorized supervisory staff on receipt of the same at site before use.
- (vii) The tests, as necessary, shall be conducted in the laboratory approved by the Engineer in Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the particular specifications and as directed by the Engineer in Charge or his authorized representative.

- (viii) All the registers of tests carried out at Construction Site or in outside laboratories and all material at site (MAS) registers shall be maintained by the contractor which shall be issued to the contractor by Engineer in Charge. All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be regularly reviewed by JE / AE / AEE / EE. Contractor shall be responsible for safe custody of all the registers.

1.8.10 **By uploading schedule of quantities, the bidder is deemed to have read, understood and accepted all terms and condition of this tender document.**

1.8.11 Unless otherwise specified, nothing extra, whatsoever shall be paid for executing the work as per the above General Conditions in the NIT.

2.0 Commercial Conditions

Type of Contract: The work be awarded by this tender shall be treated as indivisible works contract.

2.1 Completeness of Tender

All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.

2.2 Storage and Custody of Materials

The agency has to make his own arrangements. No separate storage accommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

2.3 Care of The Building

Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the building. He shall be responsible for repairing all damages and restoring the same to their original finish at hit cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

2.4 Completion Period

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

2.5 Guarantee

2.5.1 All equipments shall be guaranteed for a period of 12 months (except LED fittings which shall be guaranteed for minimum 5 years), from the date of taking over the installation by the department, against unsatisfactory performance and / or breakdown due to defective design, workmanship or material. The equipment or components, or any part thereof, so found defective during the guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor.

2.5.1.1 LED fittings, as a whole including driver are guaranteed for 5 years. All the LED fittings are to be suitably engraved / stickered inside with for date of handing over.

2.5.1.2 The guaranty for LED fittings is to be submitted from the manufacturer also in addition to the guarantee from the contractor. The manufacturer should give undertaking that in case of discontinuation of model and non-availability of spares, they will replace the fittings with equivalent / high end model in case of manufacturing defect during the warranty period of 5 years in Annexure 'X'.

2.5.2 The contractor shall guarantee among other things, the following vis-à-vis specifications:

- a) Quality, strength and performance of the materials used as per manufacturers standards.
- b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.
- c) Satisfactory operation during the maintenance period.

2.6 Power Supply: Shall be arranged by the contractor.

2.7 Water Supply: Shall be arranged by the contractor.

2.8 Acceptable makes of Various Equipment:

The Acceptable makes of various equipment / components / accessories have been indicated in “**List of Preferred Makes of Equipment for Use**”. The tenderer shall work out the cost of the offer on this basis. Alternate makes are not acceptable.

2.9 Data Manual and Drawings to be furnished.

2.9.1 After award of work:

The contractor shall prepare and submit following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings, however, does not absolve the contractor of his responsibility to supply the equipment/materials as per agreement. In case of any contradiction between the approved drawings and agreement the decision of the Engineer-in-Charge shall be final and binding on the contractor. The successful tenderer would be required to submit the following drawings within 30 days of award of work for approval before commencement of installation:

- a) Layout drawings of the equipment to be installed in pump room and terrace.
- b) Drawings showing the details of erection of entire equipment including their foundations.
- c) Plumbing drawings showing the layout of entire piping, diameter and length of pipes, hydrant, air vessel, valves and isometric drawings showing connections to various equipment.
- d) Sprinkler drawing indicating layout and sizes of pipe, location of valves, sprinklers etc.
- e) Electrical wiring diagrams for all electrical equipment and controls including the sizes and capacities of the various cables and equipment
- f) Dimensioned drawings of all electrical and control panels
- g) Drawings showing details of supports for pipes, cable trays etc.
- h) Any other drawing(s) relevant to the work

2.9.2 The successful tenderer should furnish well in advance three copies of detailed instructions and manuals of manufacturers for all items of equipment regarding installation, adjustments operation and maintenance including preventive maintenance & trouble shooting together with all relevant data sheets, spare parts catalogue etc. all in triplicate.

2.10 Extent of Work

- 2.10.1 The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning, as may be required by the department. The term complete installation shall not only mean major items of the plant and equipment covered by the specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.
- 2.10.2 The cables and all other items shall be brought to site only after taking correct measurements as per the actual requirement of work. Excess quantities shall not be accepted and paid i.e., Quantity of item brought to site and used in work as per actual requirement shall only be measured and paid irrespective of quantities of BOQ / work schedule. The item brought at site and paid, if not used in the project have to be taken back by the contractor and deduction in the payment shall be adjusted in subsequent bills. The Engineer-in-charge in this regard shall be final and binding on the contractor.
- 2.10.3 In addition to supply, installation, testing and commissioning of equipment, following works shall be deemed to be included within the scope of work to be executed by the tenderer as this is a turnkey job.
- a) Minor building works necessary for installation equipment, foundation, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.
 - b) All supports for cables and MS channels for erection of equipment etc. as are necessary.
 - c) Testing of PTs / CTs for metering & protection purpose & relay calibration & setting by ESCOM authorities as required for load enhancement if any, fees shall be borne by the department.
 - d) Getting CEA inspection done & obtaining approval for energizing the installation. Necessary fees for inspection shall be borne by the Department.
 - e) Getting ESCOM inspection done & obtaining approval for energizing the installation. Necessary fees for inspection shall be borne by the Department.
 - f) All liaison work with CEA, ESCOM, fire department, Pollution Control Board, other local authority as required for execution and complete the work till commissioning

2.11 Inspection and Testing

- 2.11.1 All major equipments like Transformers / DG sets / LT panels / HT panels / HVAC Equipments / Lifts etc., (as per guidelines of **Quality Assurance policy & Check list of E&M Services/ specifications**) shall be offered for initial inspection at manufacturers works. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. The Successful tenderer shall give advance notice of minimum two weeks regarding the dates proposed for such tests to the department's representative to facilitate his presence during testing. The Engineer-in-charge may witness such testing. The cost of the Engineer's visit to the factory will be borne by the department. Equipments will be inspected at the manufacturer / Authorized dealers premises, before dispatch to the site by the contractor if so desired by the Engineer-in-charge.
- 2.11.2 Copies of all documents of routine and type test certificates of the equipment, carried out at the manufacturers premises shall be furnished to the Engineer-in-charge and consignee.
- 2.11.3 After completion of the work in all respects the contractor shall offer the installation for testing and operation.

2.12 Compliance with Regulations and Indian Standards

- 2.12.1 All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification. In particular, the equipment and installation will comply with the following:
- i. Factories Act
 - ii. Indian Electricity Rules
 - iii. B.I.S. & other standards as applicable.
 - iv. Workmen's compensation Act
- Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.
- 2.12.2 After completion of the installation, the same shall be offered for inspection by the representatives of the Central Electricity Authority / ESCOM / Fire department / Pollution control board as reqd. The contractor will extend all help including test facilities to the representatives of CEA / ESCOM. The observations of Statutory bodies shall be attended by the contractor. The installation will be commissioned only after getting clearance from the local Bodies as above.

- 2.12.3 Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- 2.12.4 Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tender liable for penalty of Rs. 200/- (or as may be decided by the competent / local authority / labour welfare officer) for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

2.13 Indemnity:

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

2.14 Erection Tools:

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make his own arrangement for all these facilities.

2.15 Cooperation with other Agencies:

The Successful tenderer shall co-ordinate with other contractors and agencies engaged in the construction of buildings, if any, and exchange freely all technical information so as to make the execution of this work / contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and

coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

2.15.1 Insurance and Storage:

All consignments are to be duly insured upto the destination from warehouse at the cost of the contractor. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.

2.16 Verification of Correctness of Equipment at destination:

The contractor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.

2.17 Painting

This shall include cost of painting of the entire installation. The major equipments shall be factory final finish painted. The agency shall be required to do only touch up to the damages caused to the painting during transportation, handling & installation at site, if there is no major damage to the painting. However, hangers, supports etc. of bus trunking & cable tray etc. shall be painted with required shade including painting with two coats of anticorrosive primer paint or pressurized paint for touch up of powder coated equipment at site.

2.18 Training

The scope of works includes the on job technical training of two persons of department at site. Nothing extra shall be payable on this account.

2.19 Maintenance

Sufficient trained and experienced staff shall be made available to meet any exigency of work during the guarantee period of one year from the handing over of the installation. The maintenance, routine as well as preventive, for one year from the date of taking over the installation as per manufacturers recommendation shall be carried out on quarterly basis.

2.20 Approval of drawings, makes and models of equipment/materials for all E&M components:

- 2.20.1 The agency shall submit drawings and details such as makes and models of the equipment / materials offered by him along with specifications for all E&M components to the Engineer-in-charge of the work, before ordering the equipment / materials for approval of the department.
- 2.20.2 The Engineer-in-charge shall scrutinize the proposal and approve the makes and models which are acceptable as per the schedule, specifications, conditions of the agreement and inform the agency for procurement.
- 2.20.3 After approval of the equipment / materials by the department the agency shall procure the equipment / materials from the OEM / authorized distributor / dealer as the case may be.
- 2.21** Adequate care that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall also ensure that:
- (i) Material will be ordered & delivered at site only with the prior approval of the department to ensure timely delivery.
 - (ii) As and when the order is placed for the fittings / fixtures, cables, switchgears, poles, other main items etc, its copy shall be endorsed to the Engineer-in-charge of work.
 - (iii) The contractor will submit makes & brands of equipment, electrical fittings wires & cables, conduits and switchgears, rising mains, poles, outdoor fittings etc. of preferred make list as per tender documents for approval of Engineer-In-Charge, whose decision will be final in the matter.
 - (iv) The firm will be required to procure material directly from the manufacturer / authorized dealers to ensure genuineness & quality and as per the approved makes only. Proof in this regard shall be submitted by the contractor if required by the department.
 - (v) Inspection at factory or at godown, as required, shall be arranged by the firm for a mutually agreed date.
 - (vi) Delivery of material shall be taken up only with the consent of department, after clearance of the material.
 - (vii) Department shall reserve the right to waive off inspection in lieu of suitable test certificate, at its discretion.
 - (viii) All the materials to be supplied by the contractor shall be procured & brought to site as per requirement at site of work in consultation with department so that these materials are not damaged & their manufacturer's warrantee.

2.22 Supervision of work

The Contractor shall depute Site Engineer & skilled workers as required for the work. He shall submit organization chart along with details of Engineers and supervisory staff. It shall be ensured that all decision making powers shall be available to the representatives of the Contractor at site itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer in charge is of the opinion that the deployed staff is not sufficient or not well experienced; the Contractor shall deploy more staff or better-experienced staff at site to complete the work with quality and in stipulated time limit. Principle Technical representative of the Contractor having minimum experience in similar nature of work as mentioned in the relevant clause of the General Conditions of the Contract, shall always be available at the site during the actual execution of the work. The rate of recovery shall be as specified in schedule "F" of this bid document and the same shall be effected from the Contractor in the event of not fulfilling this provision.

2.23 Safety Codes & Statutory Regulations:

- a. Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.
- b. Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs.1000/- for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

2.24 Completion Drawings

Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. Out of this one of the sets shall be laminated on a hard base for display in the fire control room.

- Installation drawings giving complete details of all the equipment, including their foundations
- Plumbing layout drawings giving sizes and lengths of all the pipes and the sizes and locations of all types of valves, and including isometric drawings for the entire piping including the pipe connections to the various equipment,
- Line diagram and layout of all electrical control panels giving switchgear ratings and their disposition, cable feeder sizes and their layout,
- Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits.

2.23 Payment terms for E&M packages

The payment for the various items in the tender shall be graduated in the following manner based on the assessment of the Engineer-in-Charge.

Sl. No.	Stage of Work	Percentage of Rate
1	Supplying of materials	70%
2	On completion of installation on pro-rata basis	15%
3	Testing and Commissioning	10%
4	Handing Over and statutory approval if applicable	5%
	TOTAL	100%

Additional conditions and Technical Specifications OF DG SET

- 1.0 The tenderer shall submit detailed schematic diagram for the approval of the Engineer in charge. He will make sure that the equipment offered shall fulfill the design conditions. All the equipments and their installation shall be suitable for the environmental conditions encountered at the location as indicated in specifications.

The acoustic enclosure (Canopy) shall be manufactured by respective engine OEM / OEA and should be CPCB norms compliant. Only model Numbers having Type Approval and valid conformity of production certificate for noise level as per CPCB norms shall be accepted. Copies of Type approval and COP certificate have to be submitted at the time of submission of drawings for approval.

The canopies manufactured by OEM / OEA are only acceptable.

The number and size of the MS pipe for exhaust piping shall be as per the recommendation of the engine manufacturer. Wherever 2 numbers exhaust pipes are recommended by the engine manufacturer, the number of silencer shall also be 2 numbers.

- 2.0 Conformity to Statutory Acts, Rules, Regulations, Standards and safety Codes.

- 2.1 CPWD Specifications:

The work shall be carried out as per CPWD General Specifications for Electrical Works, Part VII (DG SET works) 2013 as amended upto date along with the following changes, CPWD General Specifications for Electrical Works Part-I, II, as amended upto date, relevant IE rules, and as per directions of Engineer in charge. For electrical panels, CPWD General Specifications for Electrical Works Part-IV shall be applicable.

- 2.2 Indian Electricity Act and Rules:

All electrical works in connection with installation shall be carried out in accordance with the provision of Indian Electricity Act 2003 and Indian Electricity Rules 1956, both amended up-to date.

- 2.3 Indian Standards:

All the components shall confirm to relevant Indian Standard specifications, wherever existing, amended to date.

2.4 Fire Regulation:

The installation shall be carried out in conformity with the local Fire Regulations and Rules there under wherever they are in force and the provisions in local bye-laws, if any.

2.5 Safety Code and Labour Regulation:

In respect of all labour employed directly or indirectly on the work for the performance of contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S. recommendations, factory act, Workman's compensation act, CPWD Code and instructions issued from time to time. Failure to provide such safety requirements would make the tenderer liable for penalty for Rs. 2000/- per week for each violation. In addition the Engineer in charge, shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost from the contractor.

The contractor shall provide necessary barriers, warning signals and other safety measures while executing the work of DG set installation, cables etc. or wherever necessary so as to avoid accident. He shall also indemnify CPWD against claims for compensation arising out of negligence in this respect. Contractor shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause. The department shall not be responsible for any accident occurred or damaged incurred or claims arising there from during the execution of work. The contractor shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the contractor due to the above provisions thereof.

2.6 Central Pollution Control Board (CPCB) norms:

The DG Sets shall meet the requirements of environmental (protection) rules 1986 as laid down by Ministry of Environment & Forests read with GSR 371 (E) dtd. 17-02-02 and GSR 520 (E) dtd. 01-07-03 (or latest amendmets as applicable). The firm need to furnish the certificate of Type approval and certificate of conformity of production issued by the Central Pollution Control Board (CPCB IV+ norms) or any authorized agency as prescribed in the above law.

3.0 Scope of work

WORKS TO BE DONE BY THE CONTRACTOR

Unless otherwise mentioned in the tender documents, the following works shall be done by the contractor and therefore, their cost shall be deemed to be included in their tendered cost-whether specifically indicated in the schedule of work or not:

Foundations for equipments including vibration isolation springs / pads, making good all damages caused to the structure during installation and restoring the same to their original finish.

Minor building works necessary for installation of equipments, foundation trench for fuel line & cable, making of opening in walls or in floors and restoring them to their original condition / finish and necessary grouting etc. as required.

All supports for exhaust & water pipes, chimney, bus trunking (if included in scope of contract), cables, anti-vibration pads etc. as are necessary.

All electrical work and neutral earthing, body earthing, required for engine & alternator, main board / control panels, and control wiring including loop earthing, if specified in Schedule of Work.

All pipes, bus trunking and / or cable connections.

POL i.e. HSD oil and lub.oil for diesel engine for testing & commissioning for 13 hours i/c 1hr of 10% overloading at OEA / OEM works shall be arranged by the contractor. After successful testing and commissioning of the D.G. Set a trial run at available load will be carried out for 120 Hrs or 15 days whichever is earlier. The D.G. Set will be operated and log of all relevant parameters will be maintained during this period. The arrangement of staff for trial run / running in period will be made by the successful tenderer. However, diesel shall be provided by the department. The date of taking over of the D.G. Set after trouble free operation during the trial run / running in period shall be the date of acceptance / taking over.

Painting of all exposed metal surfaces of equipments and components with appropriate colour.

Clearance / Approval of the complete installation from CPCB / State Pollution Control Board, Central Electricity Authority (CEA)/ Local Bodies and other licensing authorities, wherever required.

4.0 Acceptable make:

Approved makes of materials to be used in the work have been appended with tender Document.

5.0 Diesel Engine

5.1 Engine rating

The engines shall be of standard design of the original manufacturers. It should be 4 stroke cycles, water cooled, naturally aspirated / turbo charged (as per manufacturers standards) diesel engine developing suitable BHP for giving a power rating as per ISO 8528 part- I in KVA at the load terminals of alternator at 1500 RPM at actual site conditions.

The engines shall be capable for delivering specified prime power rating at variable loads for PF of 0.8 lag with 10% overload available in excess of specified output for one hour after every 12 hours. The average load factor of the engine over period of 24 hours shall be 0.85 (85%) for prime power output. The engines shall conform to BS 5514 / BS 649 / IS 10000 / ISO: 3046 amended up to date.

6.0 Control Panel

6.1 Location:

Associated control panel of DG set can be located inside the acoustic enclosure or outside the acoustic enclosure as per the manufacturer's standard. In case the AMF panel is to be installed outside the acoustic enclosure, it should be closer to the acoustic enclosure in consultation with the Architect.

7.0 Foundation

Scope: This section covers details of foundations for DG set with acoustic enclosures.

Genset with acoustic enclosure:

8.0 Acoustic enclosure:

8.1 The enclosure shall be made of from OEMs only, who are approved / certified by CPCB.

- 8.2 The acoustic enclosure shall be designed and manufactured confirming to relevant standards suitable for outdoor installation exposed to weather conditions, and to limit overall noise level to 75 dB (A) at a distance of 1 metre from the enclosure as per CPCB norms, as amended up to date, under free field conditions.
- 8.3 The construction should be such that it prevents entry of rain water splashing into the enclosure and allows free & quick flow of rain water to the ground in the event of heavy rain. The detained construction shall confirm to the details as under:
- 8.4 The acoustic enclosure will be made on the basis of modular construction i.e. made in parts and can be assembled or disassembled at site. All members will be properly gasketed and bolted together. The structure should be weather proof.
- 8.5 The enclosure will be totally enclosed type made of high quality CRCA sheet of thickness at least 16 SWG. (1.6 mm)
- 8.6 The sheet metal components shall be hot dip seven tanks pre-treated before powder coating. The enclosure shall be powder coated (inside as well outside) with a special pure polyester based powder. All nut and bolts / external / hardware shall be made of Stainless Steel.
- 8.7 Sound proofing of the enclosure shall be done with high quality Fire Retardant insulation material i.e. Glass wool / mineral wool of appropriate thickness confirming to relevant IS. The sound proofing materials would be further covered with fine glass fiber cloth and would be supported by perforated MS sheet duly powder coated.
- 8.8 The doors shall be gasketed with high quality gaskets to prevent leakage of sound and the door handles shall be lockable type.
- 8.9 There shall be a provision for filling fuel from outside the enclosure with locking arrangement. Fuel tank should have provision for cleaning.
- 8.10 The provision of external drain plug shall be kept for draining lub oil and diesel.
- 8.11 Especially, design attenuators shall be provided to control sound at air entry exit point.
- 8.12 Especially, design residential silencer shall be provided within the enclosure to reduce exhaust noise.

- 8.13 Adequate ventilation shall be provided to meet total air requirement. If necessary suitable numbers of axial flow fan and exhaust fan of suitable dia. meter shall be provided as per manufacturer.
- 8.14 The temperature rise inside the enclosure should not be more than 50 C for maximum ambient above 40 deg.C and it should be below 100 C for ambient below 40 deg.C.
- 8.15 Temperature Control Relay which continuously indicates the inside temperature of the canopy with variable setting for tripping the generator.
- 8.16 There shall be a provision of emergency shutdown from outside the enclosure.
- 8.17 Acoustic enclosure will be provided with flexible exhaust pipe connection with adequate and suitable arrangement of mounting of the residential silencer mounted on the top and concealed in the body of the enclosure. The exhaust pipe will be provided with asbestos rope insulation of 10mm thick and covering with aluminium foil. The exhaust pipe inside the enclosure must be lagged (except below).
- 8.18 The DG set will be provided with special spring mounted vibration damper to eliminate the vibration when DG set is working on full load.
- 8.19 The front panel should include engine RPM meter electrically operated.
- 8.20 The Fuel gauge shall have electrically operated – fuel gauge shall have to inside the enclosure.
- 8.21 There should have a provision of DC Emergency light operated automatically with door opening.
- 8.22 The inside of the enclosure shall be illuminated by the suitable rating LED lamps / Fixtures controlled by a 5A switch for adequate lighting during servicing etc. of the DG Set. The power supply to this luminaire should be from the load side of the AMF Panel so that it can remain energized under all conditions.

9.0 Inspection and Testing

The successful tenderer will arrange staff / fuel / POL for test run at his cost.

- 9.1 Testing shall necessarily be carried out at factory / manufacturer premises in presence of representative of the department / as per decision of Engineer in charge.

- 9.2 For testing following procedure will be followed: All major items / equipment's i.e. engine and alternator in assembled condition, associated electrical control panels etc. shall be offered for inspection and testing at factory / manufacturers works. The successful tenderer shall give a notice of minimum two weeks for carrying out such tests. The Engineer in charge / or his authorized representative shall witness such inspection & testing at mutually agreed date. The cost of the Dept's representative's visit to the factory will be borne by the Department.
- 9.3 The department also reserves the right to inspect the fabrication job at factory and successful tenderer has to make arrangements for the same.
- 9.4 DG set will be tested on load of unity power factor for the rated KW rating. During testing, the DG set covered under scope of the work, shall be operated for a period of 12 hours on the rated KW at DG set's KW rating i/c 1 hour of 10% over load after continuous run of the 12 hours. During testing all controls / operations safeties will be checked and proper record will be maintained. Any defect / abnormality noticed during testing shall be rectified. The testing will be declared successful only when no abnormality / failure is noticed during the testing. The DG set will be cleared for dispatched to site only when the testing is declared successful by authorized representative / Engineer in charge.
- 9.5 Trial Run / Running-in-Period

After successful testing of the DG Set, a trial run at available load will be carried out for 120 Hours or 15 Days whichever is earlier. The DG Set will be operated and a log of all relevant parameters will be maintained during this period. The arrangement of staff for trial run / running in period will be made by the successful tenderer. However, diesel shall be provided by Department.

The contractor will be free to carry out necessary adjustments. The DG Set will be said to have successfully completed the trial run, if no break-down or abnormal / unsatisfactory operation of any component of the entire installation included in the scope of work of the contract, occurs during this period. After this the DG Set will be made available for beneficial use. After the DG Set has operated without any major break-down/ trouble, it shall be taken over by the department subject to guarantee clause of the contract. This date of taking over of the DG Set, after trouble free operation during the trial run / running-in period, shall be the date of acceptance / taking over.

9.6 Safety measures

All equipments shall incorporate suitable safety provisions to ensure safety of the operating personnel as per manufacturers' standard practice.

9.7 STATUTORY CLEARANCE(S)

Approval / clearance of the complete installation shall be obtained by the contractor from CPCB / State pollution Control Boards / Local Bodies / Central Electricity Authority (CEA) / other licensing authorities wherever required. However, application shall be made by Department and any statutory fee, as applicable, shall be paid by Department directly to the govt. authorities concerned

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

To,

Executive Engineer(E) -II

CPWD, Bangalore

Subject: Manufactures' Authorization Certificate for Bid Number:

Sir,

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

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

Yours faithfully,

For and on behalf of M/s (Authorized signatory)

Name, designation & contact no.

Email Id:

Address:

Seal

LIST OF PREFERRED MAKES

SL. NO.	DESCRIPTION	PREFERRED MAKE
1	WIRES (PVC INSULATED COPPER CONDUCTOR CABLE FRLS-ISI MARKED)	UNIVERSAL / HAVELLS / KEI / POLYCAB / ANCHOR / RALLISON/ ASHIRVAD CAB / BONTON
2	MCB DBS/ MCBS/ RCCBS/MCCBS/ INDUSTRIAL SOCKET OUTLETS	LEGRAND / SIEMENS / SCHNEIDER / LK / ABB / HAGER / C&S
3	1.1 KV GRADE ALUMINIUM & COPPER CONDUCTOR, XLPE INSULATED ARMoured UG CABLES	UNIVERSAL / HAVELLS / KEI / POLYCAB / RALLISON / ASHIRVAD CAB/ BONTON
4	CABLE GLAND / LUGS / THIMBLES	COMMET / DOWELLS / RAYCHEM
5	HDPE PIPE / DWC (ISI MARKES)	SUPEREME / REX / DURALINE
6	MS / GI PIPE (ISI MARKED)	TATA / JINDAL / SAIL/ VIZAG
7	LT/APFC PANELS (NON TTA)	ANY CPRI APPROVED ANUFACTURERS HAVING 7 In House TANK PROCESS, Powder Coating (The decision of Engineer-In-Charge is final)
8	SFU/ FSU/ CHANGE OVER SWITCH/ HRC FUSE	SIEMENS/ LEGRAND/ HPL/ SOCOMEC/ ELECON
9	SELECTOR SWITCHES	KAYEE / SALZER / SIEMENS / HPL / BCH / L&T / LEGRAND
10	DIESEL ENGINE	CUMMINS / KIRLOSKAR / MITSUBISHI / CATER PILLAR/ VOLVO PENTA
11	ALTERNATORS	STAMFORD / KIRLOSKAR GREEN / LEROY SOMER / SIEMENS/AVK
12	AMF PANEL	OEA / OEM OF DG SETS
13	MS CHANNELS / MS PIPES	SAIL / TATA / JINDAL/ VIZAG
14	EXHAUST PIPE INSULATION	LLOYD INSULATION / ROCKWOOL INDIA / UP TWIGA
15	ANTI VIBRATION MOUNTINGS	GERB/ RESISTOFLEX/ KANWAL/ EMERALD/ DUNLOP
16	ALL OTHER ITEMS NOT COVERED ABOVE	AS PER APPROVAL OF THE ENGINEER IN CHARGE

PART-C

SCHEDULE OF WORK

Name of Work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru.

S. No.	Description of Item	Qty	Unit	Rate	Amount
	SH-I : SITC of DG Set				
1	Supply, installation, Testing & Commissioning of 'Silent Type Diesel Generating set as per CPCB IV + or better norms along with having Prime Power Rating of KVA as below, 415 volts at 1500 RPM, 0.8 lagging power factor at 415 V suitable for 50 Hz, 3 phase system & for 0.85 Load Factor, including testing at factory and site with fuel, load for test and other necessary arrangements Complete as per CPWD specifications, should have QR code which should contain drawing, test report OEM manual, Geo-Tag of manufacturing location, rating plate as per relevant IS Code etc. and consisting of the followings:				
	(A) Diesel Engine: Turbocharged Diesel engine 4 stroke water cooled, multi cylinder, dynamically balanced fly wheel, electric start of suitable BHP at 1500 RPM suitable for above output of alternator at 40 Degree C, 50% RH & at 1000 Meter MSL , capable of taking 10% over loading for one hour after 12 hours of continuous operation. The engine will be with Electronic governor, Dry type Air filter with service indicator, first filling of engine fuel (after commissioning) lubricating Oil, Coolant and other consumables complete with all the required accessories, the Electronic governor shall be as per ISO 8528. The engine shall comply to the latest CPCB norms (CPCB IV + or better) and Conforming to BS 5514, BS 649, IS 10000, IS 10002, IS 13018 and as per CPWD specifications. (B) Engine mounted Instrument Panel fitted with and having digital display for following:				
	(i) Start-stop switch with key (ii) Water temperature indication (iii) Lubrication oil pressure indication (iv) Lubrication oil temperature indication (v) Battery charging indication and Voltage indication (vi) RPM indication (vii) Over speed indication (viii) Low lubrication Oil trip indication (ix) Engine Running Hours indication (x) Fuel Level				
	(C) Alternator: Synchronous alternator rated of appropriate KVA, 415 volts at 1500 RPM, 3 phase 50 Hz, AC supply with 0.8 lagging power factor at 40 Degree C, 50% RH & at 1000 Meter MSL. The alternator shall be having Screen Protected Drip Proof (SPDP) enclosure IP23, brushless, continuous duty, dynamically balanced rotor, capable of taking 10% over loading for one hour after 12 hours of continuous operation, self cooled, self-excited and self-regulated through AVR conforming to IS13364(Part 2)/IS: 4722/BS 2613 suitable for tropical conditions and with class- H insulation.				
	(D) Base Frame & Foundation: Both the engine and alternator shall be mounted on suitable base frame made of MS channel with necessary reinforcement which shall be installed on suitable cement concrete foundation and vibration isolation arrangement as per recommendations of manufacturer.				
	(E) FUEL TANK: Daily service fuel tank of suitable liters capacity as per CPWD Specifications, fabricated out of 3 mm thick M.S. sheet complete with all standard accessories and fuel piping between fuel tank and diesel engine with MS class 'C' pipes of suitable dia. Complete with valves, level indications & accessories as required as per specifications.				
	(F) Exhaust System: Dry exhaust manifold with hospital type exhaust silencer and catalytic convertor.				
	(G) Starting System: 12V/24V DC starting system comprising of starter motors: voltage regulator and arrangement for initial excitation complete with suitable numbers of batteries (180 AH capacity lead acid SMF type) as required as per specifications. The battery shall be housed inside the acoustic enclosure of DG Set.				
	(H) Acoustic and weather proof enclosure with arrangement for fresh air intake for cooling of the engine & alternator, extraction, discharging hot air in to the atmosphere and the temperature rise inside the enclosure, noise level outside enclosure. The acoustic enclosure should be suitable for cable connection/connection through bus-trunking. Such arrangements on acoustic enclosure should be water proof & dust-proof conforming to IP-65 protection. The enclosure shall be as per CPCB IV + or better norms etc. and as per CPWD specifications.				

S. No.	Description of Item	Qty	Unit	Rate	Amount
	(I) AMF Panel: Free standing floor mounted IP 42 automatic mains failure control panel including auto by-pass, suitable for KVA as below for silent type DG set complete with relays, timers, set of CTs for metering & protection and energy analyser to indicate currents, phase and line voltages, frequency, power factor, KWH, Kilo Volt Ampere Reactive Hour (KVARH), KVA (Phase & Total), KW & provision for overload, short circuit, restricted earth fault, under frequency, power (aluminum) and control (copper) cabling of suitable size upto 15 meter between AMF panel, LT Panel and DG Set including connection interconnection etc. as required, all complete and inter locking and communication/ Ethernet /RS485/SNMP port open protocol for BMS integration including suitable software, the panel shall be of DG Set OEM make etc. as per approved by Engineering in charge and including the following:				
	1. suitable numbers and appropriate capacity 4 pole motorised electrically operated draw out with cradle type 3 position ACB/ MCCB with electronic release for O/C & E/F and shunt trip.				
	2. Auto/Manual/Test/Off selector switch				
	3. Protection for under and over voltage phase reversal (2 nos Over voltage relay, 2 Nos. reverse power relay and 2 Nos. under voltage relay).				
	4. 3 Sets of current transformers 15 P 10 accuracy for protection and 15 VA class-I for metering				
	5. Energy analyser unit to indicate current, Voltage(L-N & L-L), kW, kVA (Phase & Total), Frequency, KWH, PF.				
	6. LED Indicating lamps for load on mains and load on set.				
	7. Fuse/ MCB for instruments.				
	8. Battery charger, complete with transformer/ rectifier, D.C.voltmeter and ammeter, selector switch for trickle, off and boost and current adjustment.				
	9. Main supply failure monitor.				
	10. Supply failure timer.				
	11. Restoration timer				
	12. Control unit with three impulse automatic engine start/stop and failure to start lockout.				
	13. Impulse counter with locking and reset facility.				
	14. ON/OFF/Control circuit switch with indicator				
	15. Audio/Video annunciation for (i) High water temperature (ii) Low lubricating oil pressure (iii) Engine over speed (iv) Engine fails to start (v) Full load/maximum load warning				
	16. Protection for over/under Frequency, Loss of AC sensing, Over Current, Unbalancing load with suitable number of relays and accessories				
	17. Maintenance notification based on Engine Run Hour & due date.				
	18. Load Management through PLC to achieve auto opening and closing of incomer breakers, bus coupler switching of essential panel ,interlocking providing signal to AMF Panel for load status and AMF shall give command to DG Set to auto start / auto stop depending upon load status and requirement etc. and necessary hardware and software required to perform the operation shall be provided by the contractor including all control wiring.				
1.1	320 KVA	1.00	Each	24,47,399.00	24,47,399.00
1.2	400 KVA	1.00	Each	29,51,276.00	29,51,276.00
2	Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, Ics=100% Icu and Operational Voltage 690V etc. as required.				
2.1	630 A, 50KA, FP MCCB	1.00	Each	45,108.00	45,108.00
2.2	800 A, 50KA, FP MCCB	1.00	Each	1,01,946.00	1,01,946.00
3	Earthing with G.I. earth plate 600 mm X 600 mm X 6 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required.	4.00	Set	8,351.00	33,404.00
4	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 Meter long etc. with charcoal/ coke and salt as required.	4.00	Set	15,004.00	60,016.00
5	Providing and fixing 25 mm X 5 mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt, spring, washer excavation and re-filling etc. as required.	35.00	Metre	1,638.00	57,330.00
6	Providing and fixing 25 mm X 5 mm G.I. strip in 40 mm dia G.I. pipe from earth electrode including connection with G.I. nut, bolt, spring, washer excavation and re-filling etc. as required.	35.00	Metre	755.00	26,425.00
7	Providing and fixing 25 mm X 5 mm copper strip on surface or in recess for connections etc. as required.	5.00	Metre	1,246.00	6,230.00
8	Providing and fixing 25 mm X 5 mm G.I. strip on surface or in recess for connections etc. as required	5.00	Metre	287.00	1,435.00

S. No.	Description of Item	Qty	Unit	Rate	Amount
9	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing as required.	360.00	Metre	84.00	30,240.00
10	Supplying of XLPE insulated, PVC sheathed, steel armoured, aluminium conductor power cable of 1.1 KV grade conforming to IS: 7098 (Part-I) 1988, with latest amendments of following sizes as required.				
10.1	3.5 X 300 Sqmm.	180.00	Mtrs	3,688.00	6,63,840.00
11	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench etc as required.				
11.1	Above 185 sq. mm and upto 400 sq. mm	120.00	Meter	564.00	67,680.00
12	Laying of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size in the existing RCC/ HUME/ METAL pipe as required.				
12.1	Above 185 sq. mm and upto 400 sq. mm	30.00	Meter	170.00	5,100.00
13	Laying and fixing of one number PVC insulated and PVC sheathed / XLPE power cable of 1.1 KV grade of following size on wall surface as required.				
13.1	Above 185 sq. mm and upto 400 sq. mm (clamped with 40x3mm MS flat clamp)	30.00	Meter	271.00	8,130.00
14	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required.				
14.1	3½ X 300 sq. mm (70mm)	4.00	Each	1,336.00	5,344.00
15	Supplying and fixing exhaust gas piping of 150 mm diameter welded black MS 'B' class pipe conforming to IS:3589 cut to required lengths and installed with necessary bends, reducer at silencer end and clamps, anti-vibration mountings, necessary cladding of exhaust pipe work using 50mm thick Loosely bound resin (LBR) mattress / mineral wool / Rockwool, density not less than 120 kg/m3 and aluminium cladding (0.6mmthick) for the complete portion. The exhaust pipe shall be run along the existing wall of the building duly clamped / supported on independent structure for which, the design and drawing for such structure shall be got approved from the Engineer-in-charge. etc. as required as per specifications for the above DG sets. (The item shall be measured on linear basis per each run of exhaust piping from outlet of silencer to end of exhaust piping).	12.00	Metre	3,053.00	36,636.00
16	Supplying and fixing of Pollution Nozzle & Dust collector of suitable capacity for the existing installed DG Set of above capacity etc. complete as required.	2.00	Each	4,845.00	9,690.00
17	Supply and fixing of MS self supporting structure, made of suitable size MS channels and MS Angles installed on existing CC foundation for supporting the flue gas exhaust piping of the DG Set including painting with zinc chromite primer and aluminium/ synthetic enamel paint etc with all fixing accessories and hardwares as required. The bolts & nuts used are GI coated. (Structural drawings shall be got approved before fabricating the supporting structure. For payment weight of the MS structural members only will be calculated on theoretical basis subject to confirmation of sample weight.)	2900.00	Kg	122.00	3,53,800.00
18	Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and for all lift, as directed by Engineer-in-charge.				
18.1	All kinds of soil	10.00	Cum	177.50	1,775.00
19	Providing and laying in position cement concrete 1:3:6 (1 cement : 3 coarse sand : 6 graded stone aggregate 40 mm nominal size) in foundation of DG set etc including form work etc as required.	5.00	Cum	7,178.75	35,893.75
20	Providing and laying in position reinforced cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) in foundation of DG set etc including form work etc as required (excluding reinforcement).	30.00	Cum	8,583.40	2,57,502.00
22	Supplying and laying of following size DWC HDPE pipe ISI marked along with all accessories like socket, bend, couplers etc. conforming to IS 14930, Part II complete with fitting and cutting, jointing etc. in the existing trench, complete as required.				
22.1	90 mm dia (OD-90 mm & ID-76 mm nominal)	170.00	Meter	183.00	31,110.00
23	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :				
23.1	1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size derived from natural sources)	50.00	cum	8,583.40	4,29,170.00
24	Structural steel work in single section, fixed with or without connecting plate, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete.	3500.00	Kg	117.35	4,10,725.00

S. No.	Description of Item	Qty	Unit	Rate	Amount
25	Centering and shuttering including strutting, propping etc. and removal of form work for :				
25.1	Foundations, footings, bases for columns	48.00	sq.mtr	392.15	18,823.20
	Total of SH-I				80,96,027.95
	SH-II Dismantle/Unserviceable 320KVA DG Sets				
1	Dismantling of Unserviceable 320KVA DG Set including disconnecting cables, earthing, and fuel lines, lifting the unit with cranes and moving it using specialized transport, Safe removal from the base, using crane for loading, and loading onto a truck ,including hiring cranes, arranging transportation, labor, and unloading complete etc as required.	2.00	Jobs	-2,50,000.00	-5,00,000.00
	Total of SH-II				-5,00,000.00
	Grand Total Rs.				75,96,028.00

**Executive Engineer (E)-II
CPWD, Bangalore**

दरों को उद्धृत करने के लिए प्रपत्र
Draft Proforma for quoting the rates

Name of Work: SITC of 01 No. 320 KVA DG Set and 01 No. 400 KVA DG Set for Government of India office located in Jalahalli Campus, Bengaluru

ठेकेदार का नाम Name of the Contractor			M/s		
क्रम संख्या Sr.No.	घटक का नाम Name of component	अनुमानित लागत Estimated cost (Rs.)	अनुमानित लागत से ऊपर या नीचे प्रतिशत percentage above or below the estimated cost	% में आंकड़े % in Figures	कुल लागत Total Cost (Rs.)
1	इलेक्ट्रिकल कार्य Electrical Work	75,96,028.00			
	Total of Electrical Work	75,96,028.00			

- 1 केवल एक विकल्प का भरा जाना है. एक से अधिक विकल्प अस्वीकार कर दिया जाएगा ।
Only one of the options is to be filled. More than one option shall be rejected.
- 2 किसी भी रूप में भरी दर केवल प्रतिशत में ही मान्य होगी ।
Rate filled in any form shall be considered only in %age
- 3 दस्तावेज़ में किसी अन्य जगह पर भरी दर पर विचार नहीं किया जाएगा ।
Rate filled at any other place in the document shall not be considered.
- 4 कोई भी शर्त स्वीकार नहीं की जायेगी ।
No condition shall be accepted.

PART-D

AMENDMENTS TO GCC 2023 FOR CONSTRUCTION WORKS

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

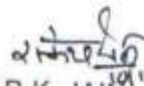
This is issued with the approval of DG CPWD.


10.11.2023
(वी. पी. साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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


R.K. JAIN
(EE (Contact))

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

①
②

**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	Clause 32 Employment of Technical Staff and employees
Contractors Superintendence, Supervision, Technical Staff & Employees	Contractors Superintendence, Supervision, Technical Staff & Employees
Sl. No. (i) and (iii)	No change
(iv) No Provision	<p>(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.</p> <p>The BIM professional will study 3D architectural models, architectural drawings generated from 3D models, service drawings and structural drawings.</p> <p>The BIM professional will interact with architects, planning & site engineers to get the clashes removed.</p> <p>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.</p> <p>The decision of Engineer-in-Charge in this respect is final and binding on the contractor.</p>

R.K. JAIN
(EE (Contact))

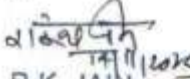
<p style="text-align: center;">2 2</p> <p>SCHEDULE 'F'</p> <p>Clause 11</p> <p>Specifications to be followed for execution of work</p> <p>No provision</p>	<p>SCHEDULE 'F'</p> <p>Clause 11</p> <p>Specifications to be followed for execution of work</p> <p>i. Building information model (BIM) is applicable and BIM professional to be deployed by contractor (NIT approving authority to write Yes or No)</p>
<p>SCHEDULE 'F'</p> <p>Clause 32 Requirement of Technical Representative(s) and recovery Rate</p> <p>Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.</p> <p>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.</p> <p>No Provision</p>	<p>SCHEDULE 'F'</p> <p>Clause 32 Requirement of Technical Representative(s) and recovery Rate</p> <p>No Change.</p> <p>No Change.</p> <p>Minimum recovery for not deploying Building Information Model (BIM) professional shall be Rs. two lac per month or as mentioned above, whichever is higher.</p>

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).


 R.K. JAIN
 (EE (Contact))

**Central Public Works Department
Office Memorandum**

No. DG/CON/Construction 2023/03

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

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


The following amendments are made in the GCC 2023 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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R.K. JAIN
 (EE (Contact))

<p>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.</p>	
<p>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.</p>	Deleted
No provision	<p>The completion cost shall, in no case, exceed 1.5 times the contract amount.</p> <p>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.</p>


 26/11/2023
 R.K. JAIN
 (EE (Contact))

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Addition : NIL

Correction : NIL

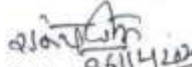
Overwriting : NIL

Deletion : NIL

AE/P

EE/P

	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 :	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 which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus	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 or such further additional time as may be considered reasonable by the Engineer-in-Charge	ii. 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing	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	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


 R.K. JAIN
 (EE (Contact))

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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.

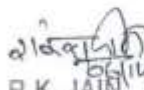
Where the contractor submits analysis of rate of extra items in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) 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



R.K. JAIN
(EE (Contract))

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	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	<p>b) Scheduled Extra Items</p> <p>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.</p> <p>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).</p>
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


 21/09/2013
 R.K. JAIN
 (EE (Contact))

<p>Deviation, deviated quantities, Pricing</p> <p>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.</p> <p>The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.</p>	<p>c) Deviation, deviated quantities, Pricing</p> <p>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.</p> <p>The rate(s) of extra items and deviated items so determined by the Engineer-in-Charge shall be final and binding on the contractor.</p>
<p>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</p>	<p>Deleted</p>


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 (EE (Contact))

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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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(EE (C...))

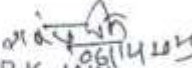
<p>12.4</p> <p>(i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items)</p> <p>.....</p> <p>(ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items</p>	<p>(i) Deviation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


06/12/23
R.K. JAIN
(EE (Contact))

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

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

R.K. JAIN
(EE (Contact))

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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	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'	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'.	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 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.	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 construction programme by the contractor, the program approved by the Engineer-in-Charge shall be deemed to be final.	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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<p>iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>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</p> <p>v. No provision</p>	<p>iii. The approval by the Engineer-in-Charge of such programme shall not relieve the contractor of any of the obligations under the contract.</p> <p>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.</p> <p>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 :</p> <p>a) delays due to reasons beyond the control of both parties (sub-clause 5.2)</p> <p>b) delays attributable to the Department and concurrent delays (sub-clause 5.3).</p> <p>c) delays solely attributable to the contractor (sub-clause 5.5)</p>
<p>5.2</p> <p>If the work(s) be delayed by:-</p> <p>i. force majeure, or</p> <p>ii. abnormally bad weather, or</p> <p>iii. serious loss or damage by fire, or</p> <p>iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>v. delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in</p>	<p>5.2 Delays due to reasons beyond the control of both parties:</p> <p>If the work(s) delayed by:-</p> <p>i. force majeure, or</p> <p>ii. abnormally bad weather, or</p> <p>iii. serious loss or damage by fire, or</p> <p>iv. civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or</p> <p>v. delay on the part of other contractors or tradesmen engaged by Engineer-in- Charge in</p>

R.K. JAIN
(EE (Contact))

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<p>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</p>	<p>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.</p>
<p>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.</p>	<p>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).</p> <p>The contractor shall have no claim on account of any hindrance in case notice(s) are not given by the contractor through ERP portal.</p> <p>The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s)</p> <p>In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.</p> <p>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.</p> <p>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.</p> <p>In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five)</p>

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

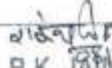
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	days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.
The contractor shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in sub clause 5.2.	No change.
<p>5.3</p> <p>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.</p>	<p>5.3 Delays attributable to the department</p> <p>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.</p> <p>The contractor shall not be entitled for any hindrance in case notice(s) are not given by the contractor through ERP portal.</p> <p>The Engineer-in-Charge, on receipt of such notice(s) after considering the factual ground situation, shall either acknowledge or reject the notice(s).</p> <p>In case of rejection, the reason(s) for rejection shall be communicated by Engineer-in-Charge to the agency.</p> <p>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.</p>


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 (EE (Contact))

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	<p>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.</p> <p>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.</p>
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.
<p>5.4</p> <p>Request for rescheduling of Milestones 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.</p> <p>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</p>	<p>5.4 Rescheduling of milestone(s) and 'extended date of completion'</p> <p>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.</p> <p>Deleted</p>


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<p>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.</p> <p>No provision</p>	<p>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.</p> <p>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.</p>
<p>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.</p> <p>E-in-C shall finalize/ reschedule a particular mile stone before taking an</p>	<p>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).</p> <p>Engineer-in-Charge shall finalize/ reschedule a particular mile stone</p>

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<p>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-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.</p>	<p>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.</p>
<p>5.5</p> <p>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.</p>	<p>5.5 Delays attributable solely to the contractor</p> <p>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.</p> <p>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.</p> <p>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</p>


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(EE (Contact))

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	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)	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
SCHEDULE 'F'	SCHEDULE 'F'
Clause 5 Authority to decide:	Clause 5
i. Extension of time (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	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. 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)	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 (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer 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 (SE/SE&PD/CE/CE&ED).

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

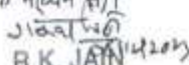
This is issued with the approval of DG CPWD.


08.11.2023
(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)

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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

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

<p>The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986.</p> <p>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.</p> <p>Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.</p>	<p>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.</p> <p>No change</p> <p>No change</p>
<p>Clause 19A</p> <p>No labour below the age of eighteen years shall be employed on the work.</p>	<p>Clause 19A</p> <p>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.</p>
<p>C.P.W.D. Contractor's Labour Regulations</p> <p>2. DEFINITIONS</p> <p>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.</p> <p>No person below the age of 18 years shall be employed to act as a workman.</p>	<p>C.P.W.D. Contractor's Labour Regulations</p> <p>2. DEFINITIONS</p> <p>i. (c) No change.</p> <p>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.</p>

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

केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाइट 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: 29-02-2024

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	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:-	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)	(i) to (ii) No change
No Provision	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	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.	(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.

29/02/2024
R.K. JAIN
(EE (Contract))

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE/P

EE/P

(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 .
<p>Clause 20 Minimum Wages Act to be Complied With</p> <p>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.</p>	<p>(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.</p> <p>Clause 20 Minimum Wages Act to be Complied With</p> <p>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.</p>

This issues with the approval of DG CPWD.

[Signature] 03-03-2024
(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 12/2/2024

**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
<p>Clause 7 Payment on intermediate certificate to be regarded as Advances</p> <p>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.</p>	<p>Clause 7 Payment on intermediate certificate to be regarded as Advances</p> <p>No change.</p>
<p>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.</p>	<p>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.</p>
<p>No provision</p>	<p>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.</p> <p>Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).</p>


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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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/Const. e-file no. 9135972

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

[Signature]
01/03/2024
R.K. JAIN
(EE (Contact))

**Central Public Works Department
Office Memorandum**

No. DG/CON/Construction 2023/08

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

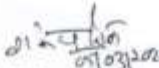
NIRMAN BHAWAN, NEW DELHI

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	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.	No change
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.	No change
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	No change
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.
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.	No change


R.K. JAIN
 (EE (Contact))

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

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	Clause 19 M Sexual Harassment of Women at Workplace
No Provision	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).

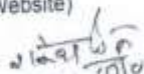
This issues with the approval of DG CPWD.


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)


07/03/2024
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.

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

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL


AE/P

EE/P

22

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)

d1230 W6
 R.K. JAIN
 EE (Contract)
 01/04/2024

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

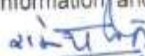
This issues with the approval of DG, CPWD.


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.K. JAIN
EE (Contract)

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

**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	General Rules and Directions No Change
No Provision	<p>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:-</p> <p>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).</p> <p>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.</p> <p>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.</p>
Schedule F	Schedule F
No Provision	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)

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE/P

EE/P

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

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
<p>Clause 10A Materials to be provided by the contractor</p> <p>The contractor shall as specified in Schedule F.</p> <p>No Provision</p>	<p>Clause 10A Materials to be provided by the contractor</p> <p>(i) No Change</p> <p>(ii) Maintenance of Material at Site (MAS) Register</p> <p>(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.</p>
<p>(b) No provision</p>	<p>(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.</p>


 R K SINGH
 EE(Manual)



Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

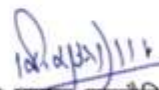
Appendix-XX

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)


R K SINGH
EE(Manual)



Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE/P

EE/P

**केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन**

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
<p>Clause 10A: Materials to be provided by the Contractor</p> <p>(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.</p> <p>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.</p> <p style="text-align: center;">No Provision</p>	<p style="text-align: center;">No Change</p> <p>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.</p> <p>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.</p> <p>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</p>


 R K SINGH
 EE(Manual)

1

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL


AE/P

EE/P

No Provision	<p>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.</p> <p>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.</p>
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 वेबसाइट के माध्यम से)


 R K SINGH
 EE(Manual)

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

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
 R K SINGH
 EE (Manual)

1

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

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.	No change
If the revised their tenders.	
In case all process of the work.	

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 वेबसाइट 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
<p>Clause 7A</p> <p>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.</p>	<p>Clause 7A</p> <p>(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.</p> <p>(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:-</p> <ol style="list-style-type: none"> 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. <p>(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.</p>

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

31.1.25
R X SINGH
EE(Manual)

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

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


R.K. SINGH
EE (Manual)


Page 1 of 3

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE/P

EE/P

<p>But no final certificate sum actually realized by the sale thereof.</p>	<p>be rectified by the contractor and/or (b) for which payment will be made at reduced rates.</p>
<p>Clause 9 Payment of Final Bill</p> <p>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.</p> <p style="text-align: right;">  R K SINGH EE(Manual) </p>	<p>Clause 9 Payment of Final Bill</p> <p>No change.</p> <ol style="list-style-type: none"> 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

<p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>Schedule F Clause 8 No Provision</p>	<p>Schedule F Clause 8 Competent Authorities to inspect and issue part / final completion certificate (To be filled by NIT approving authority).</p>

This issues with the approval of DG, CPWD.

(दिनेश कुमार उज्जैनिवा)
अधीक्षण अनियंता (सी.एंड.एम.)

Issued from file No. CSQ/CM/17(1)/2025/Construction
e-file 9190123 (DFA/9315615)

कलोनिया लथा लोनिया दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(कलोनिया 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

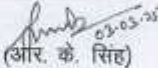
Dated: 03.03.2025

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
<p>Clause 14 Carrying out part work at risk & cost of contractor</p> <p>If contractor:</p> <p>(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 :</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>(b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.</p>	<p>Clause 14 Carrying out part work at risk & cost of contractor</p> <p>If contractor:</p> <p>(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 :</p> <p>(a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or</p> <p>(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).</p>

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)

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

R K SINGH
EE(Manual)

Addition : NIL

Correction : NIL

Overwriting : NIL

Deletion : NIL

AE/P

EE/P

AE (01-15)
add in 117

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
<p>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).</p> <p>The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.</p> <p>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.</p>	<p>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).</p> <p>The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator.</p> <p>The age of Arbitrator at the time of appointment shall not exceed 70 years.</p>
<p>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.</p>	<p>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.</p>

This issues with the approval of DG, CPWD.

चन्द्र पाल
(चन्द्र पाल) 16/06/2025

अधीक्षण अभियंता (सी. एंड एम.)

Issued from file No. CSQ/CM/17(1)/2025 / Construction e-file 9135700 (TLC File)
केलोनवि तथा लोनवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनवि वेबसाइट के माध्यम से)

16.06.25
R K SINGH
EE (Manual)

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

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
<p>Clause 19 L : Contribution of EPF and ESI</p> <p>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</p>	<p>Clause 19 L : Contribution of EPF and ESI</p> <p>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.</p> <p>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</p>

This is issued with the approval of DG CPWD.

अधीक्षण अभियंता

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)।

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


 27/02/26
 EE (Contract)

Addition : NIL
Overwriting : NIL

Correction : NIL
Deletion : NIL

AE/P

EE/P

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

This issues with the approval of DG, CPWD.

अधीक्षक अभियंता (सी. ए. एम.)
(सि. ए. एम.)

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

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

27/12/26
E.E.C.

D.P. Jindal
EE (Contract)