NOTICE INVITING TENDER

NIT NO.: - 15/TZCD/2026-27/Tezpur

Name of work: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

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Certified that this N.I.T. amounting to Rs. 10,79,190/- (C) (Rupees Ten Lakh Seventy Nine Thousand One Hundred Ninety) only contains 1 to 90 (Ninety) pages only in chronological order.

Executive Engineer
O/o EE, CPWD, TEZPUR

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

PART – "A"

CENTRAL PUBLIC WORKS DEPARTMENT
NOTICE INVITING e-TENDERS

The Executive Engineer, Tezpur Central Division, CPWD, Tezpur (Ph No. 9422263095 Email id-eecpwd.so-as@gov.in) for & on behalf of President of India invites online percentage rate bids in Single bid system from approved and eligible contractors of Building or Building & Roads category of appropriate class enlisted in CPWD for the following work.

NIT No: 15/TZCD/2026-27/Tezpur

Name of work: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

Estimated Cost: Rs. 10,79,190/-
Earnest Money: Rs. 21,584 /-

Time of Completion: **2 (Two) Months**

Last time & date of Submission of Bid: 15:00 hours on 04.11.2026

***To be filled by Executive Engineer.**
Not to be published below the box

Executive Engineer
TzCD, CPWD,
Tezpur

Note: -Applicants are advised to keep visiting the website from time to time (till the deadline for bid submission) for any updates in respect of the tender documents, if any. Failure to do so shall not absolve the applicant of his liabilities to submit the applications complete in all respect including updated thereof, if any. An incomplete application may be liable for rejection.

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

CPWD-6 FOR E- TENDERING

The Executive Engineer, Tezpur Central Division, CPWD, Tezpur on behalf of President of India invites online percentage rate bids in Single bid system from approved and eligible contractors of Building or Building & Roads category of appropriate class enlisted in CPWD for the work:

" Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.".

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

1.1 The work is estimated to cost **Rs. 10,79,190/- (Rupees Ten Lakh Seventy Nine Thousand One Hundred Ninety) only.** This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of Bids. For Composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

~~1.2. Intending bidders is eligible to submit the bid provided he has definite proof from the appropriate authoirty, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-~~

~~Criteria of eligibility for submission of bid documents~~

~~1.2.1 Conditions for Non-CPWD registered contractors only, if bids are also open to non-CPWD Contractors~~

~~For works estimated cost upto tendering limit of class-I Building & Roads (erstwhile Composite/Building/Infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD Class I contractors of Horticulture category).~~

~~(i) Three similar works each of value not less than Rs. ..... Or two similar works each of value not less than Rs. ..... Or one similar work of value not less than Rs. .....(all figures rounded to nearest convenient figure) during the last 7 years ending last day of the month previous to the one in which tenders are invited.~~

~~(ii) For EPC tender under Mode-I/II only (Applicable for CPWD enlisted contractors of appropriate class also).~~

~~One completed work costing not less than Rs. ..... executed with structural system technology as proposed by bidder in the letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.1 (i) above or as a separate work.~~

~~Note:-~~

~~For works costing above tendering limit of class-II Building & Roads (erstwhile Composite/Building/Infrastructure) category contractors but upto tendering limit of Class-I Building & Roads (erstwhile Composite/Building/Infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD class II and CPWD Class I contractors respectively of Horticulture Category) when bids are open to non-CPWD contractors also, then class II contractors of CPWD registered shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.~~

1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors.

For works estimated to cost above the tendering limit of class-I (Super) Building & Roads (erstwhile Composite/Building/Infrastructure) category Contractor (However for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture Category)

(i) Three similar works each of value not less than Rs. …… or two similar works each of value not less than Rs. …… Or one similar work of value not less than Rs. ……. (all figures rounded to nearest convenient figure) during the last 7 years ending last day of the month previous to the one in which tenders are invited.

(ii) For EPC tender under Mode-I/II only (Applicable for CPWD enllisted contractors of appropriate class also).

One completed work costing not less than Rs. …… executed with the structural system technology as proposed by bidder in letter of transmittal during the last 7 years ending last day of the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.2 (i) above or as a separate work.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid. This is applicable for 1.2.1 as well as 1.2.2 (Para 1.2.1(i) and Para 1.2.2(i) are not applicable for CPWD enlisted contractors of appropriate class. Para 1.2.1(ii) and Para 1.2.2(ii) are also applicable for CPWD enlisted contractors of appropriate class).

To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-

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 bidding 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. (Scanned copy to be uploaded at the time of submission of bid)

1.2.3 When bids are invited from non CPWD contractors and CPWD class II contractors as per provisions of Clause 1.2.1 above, it will be mandatory for non CPWD contractors and CPWD class II contractors to upload the work experience certificate(s) and the affidavit as per the provisions of clause 1.2.2.

But for such bids, Class-I contractors of CPWD are eligible to submit the bids without submission of work experience certificate and affidavit. Therefore, CPWD class-I contractors shall upload two separate letters for experience certificate and affidavit that these documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7 (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 of the work will be **2 (Two) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4 (i) The site for the work is available ~~Or~~
~~The site for the work shall be made available in parts as specified below:-~~
……

(iii) 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 approved programme of completion submitted by the contractor after award of work~~.

5. The bid documents consisting of plans, specification, 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 on website https://etender.cpwd.gov.in 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 but before last time and date of submission of bid as notified.

7. While submitting the revised bid, contractor 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 Receipts, Bankers Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the commercial Bank (drawn in favour of **Executive Engineer, Tezpur Central Division, CPWD, Tezpur**) 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 bid or division office of any Executive Engineer, CPWD within period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

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 period of a 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, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The Bid submitted shall be opened at 15:30 Hrs on 04.11.2026

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 bid 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 / subhead 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 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 as follows:**

"Construction of boundary fencing at RRCC, Biswanath Chariali, Assam)."

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 bidders 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 is 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 contractors 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 shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette officer in the Central Public Works Department or in the Ministry of Housing and Urban Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
17. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who 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 works 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 or make any modification in the terms and conditions of the tender which is not acceptable to the department 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 or make any modification in the terms and conditions of the tender which is not acceptable to the department 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) 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:-
    (a) 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.

(b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

~~20. For Composite Bids~~

~~20.1.1 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 composite bid.~~

~~20.1.2 The bid document will include following three components:~~

~~**Part A** :- CPWD 6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract 2023 for CPWD~~

~~**Part B** :- General / specific conditions, specifications and schedule of quantities applicable to 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, specifications and schedule of quantities applicable to minor component(s) of the work.~~

~~20.1.3 The bidders must associate himself, with agencies as per NIT conditions.~~

~~20.1.4 The eligible bidders shall quote rates for all items of major component as well as for all items of minor components of work.~~

~~20.1.5 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 EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor components(s).~~

~~EE of major component will operate Part A and Part B of the agreement EE/DDH in-charge of minor component(s) shall operate Part C along with Part A of the agreement.~~

~~20.1.6 Entire work under the scope of composite bid including major and all minor components shall be executed under one agreement.~~

~~20.1.7 Security Deposit will be work out separately for each component corresponding to the estimated cost of the respective component of work.~~

~~20.1.8 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 Engineering in-charge of relevant component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineering in-Charge of relevant component(s).~~

~~20.1.9 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 specialized 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.~~

~~20.1.10 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.~~

~~20.1.11 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 shall be maintained independently by Engineer-in-Charge of major and minor components.~~

20.1.12A 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.

20.1.12B Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor 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 (Phone * …….. e-mail id * ……) or ERP helpline 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.

Executive Engineer
TzCD, CPWD,
Tezpur

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF BID DOCUMENT

(Applicable for inviting open bids)

The Executive Engineer, Tezpur Central Division, CPWD, Tezpur on behalf of President of India invites online percentage rate bids in Single bid system from approved and eligible contractors of Building or Building & Roads category of appropriate class enlisted in CPWD for the following work.

S. No.	NIT No.	Name of work & Location	Estimated cost put to bid (Rs.)	Earnest Money	Stipulated Period of Completion of work (in months)	Last date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document.	Date & time of opening of bids
1	2	3	4	5	6	7	8
1	**15/TZCD/2026-27/Tezpur**	**Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.**	**Rs. 10,79,190/-**	**Rs. 21,584 /-**	**02(Two) Months**	Up to **03.00 PM** on 04.11.22026	Date 04.11.2026 at 15.30 PM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website **https://etender.cpwd.gov.in and https://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 or Account Payee Demand draft or Bankers Cheque or Fixed Deposit Receipts or Bank Guarantee including e-Bank Guarantee(for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.

****To be filled by Executive Engineer**

5. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website
6. The intending bidder must have valid class-III digital signature to submit the bid.
7. On 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 the form of **JPG** format and **PDF** format.
9. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in pink 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 / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

List of Documents to be scanned and uploaded within the period of bid submission:

I. Account Payee Demand Draft/ Banker's Cheque / FDR/ Bank Guarantee (for balance amount as prescribed) of any Commercial Banker Insurance Surety Bonds against EMD.

II. Enlistment order of the Contractor.

III. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer (i/c NIT issuing EE/AE CPWD)---**Annexure "A" at page no. 16.**

IV. ~~**Work Experience Certificate**:- Certificate of eligible similar nature of works completed (including BOQ of Final bill) during the last seven years ending previous day of last day of submission of tenders issued by an officer not below the rank of Executive Engineer / Project manager or equivalent. To avoid delays in getting the completion cost verification from the project authorities, TDS certificate is desired, but not essential for tendering purposes. Full credentials of the project authorities e.g. e-mail ID, complete postal address, Phone no. etc. are required for verification purposes and details as per above format.---**Annexure "C"**~~

   ~~a) If private works are shown in support of eligibility, certified copy of the tax deducted at source certificate (TDS), G.S.T deposited in the State where the work is executed, shall be submitted along with the experience certificate and the T.D.S. amount shall tally with the actual amount of work done.~~

   ~~b) Works executed outside India shall not be considered as eligible works.~~

V. **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 following undertaking along with other bid documents

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

VI. Labour License issued for Contractors/ Suppliers.

If the bidder has not obtained Labour License **as applicable**, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain Labour License, as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or concerned competent labour officer in this regard".

VII. **Undertaking for site inspection** (Intending bidders must upload undertaking that they have inspected and examined the site and it's surrounding before submitting their bids, duly submitted as per **Annexure-B at page no. 17**.

VIII. Copies of Electrical Contractor License.

If the bidder has not obtained Electrical Contractor License **as applicable**, then he shall scan and upload following undertaking along with bid documents.

"If work is awarded to me, I/we shall obtain Electrical Contractor License, or if I/we do not possess in my/our name a valid electrical license as required, I/we shall associate an agency having such a license required for execution of work as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or concerned competent authority in this regard".

IX. Contact details – Email ID and Telephone Number.

X. ERP Training Certificate should be uploaded with tender documents.

XI. Copy of trade license for doing Construction in the state of Arunachal Pradesh as per Notification issued vide DTC-14014/12/2025/1641-46, Dated 5th- October-2026.

If the bidder has not obtained Trade License as applicable, then he shall scan and upload following undertaking along with bid documents.

" If work is awarded to me, I/we shall obtain Trade License required for execution of work as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on account of the work executed and/or for any action taken by CPWD or concerned competent authority in this regard".

Executive Engineer
TzCD, CPWD,
Tezpur

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

DELETED

FORM-F

Affidavit/ Undertaking on structural stability and soundness of already completed building and infrastructure projects

I/we undertake and confirm that any building/ infrastructure constructed by our firm/ partnership firm/ company has not suffered any failure, making it unfit for intended use, either due to structural design and defects or due to use of sub-standard materials or execution of sub-standard work, poor workmanship or any other reason during the last 25 (Twenty-Five) years.

I/we further undertake that if such information comes to the notice of CPWD, then Engineer-in-Charge shall be free to terminate the bid/agreement and to forfeit the entire amount of earnest money deposit, performance guarantee and security deposits.

I/we, also und -in-Charge shall be free to debar us forever

The decision of Engineer-in-Charge or any higher authority shall be final and binding.

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 Rs. 200/- (Scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

JURISDICTION OF COURTS

1) The Court of the place from where the letter of award of work has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.
2) CPWD does not have funds of its own and it carries out the works of client departments from their funds (deposit, budgetary, authorization). The CPWD is making payments to the contractors after getting budget / authorization / deposit from various Ministries / Client Departments. The payment to the contractor can be done only on availability of funds for that work from client department and in case of delay in getting funds from Ministry / Client Department, CPWD will not be responsible for delay in payment and no any extra compensation on this account shall be granted apart from specified elsewhere in this document. The contractor has to quote his tender accordingly considering this aspect

Executive Engineer
TzCD, CPWD,
Tezpur

Annexure-A

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No. #…… Date #……..)

Name of work: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

1. **NIT No. 15/TZCD/2026-27/Tezpur**
2. **Estimated Cost:Rs. 10,79,190/-**
3. **Amount of Earnest Money Deposit: Rs. 21,584/-**
4. **Last date of submission of bid: 04.11.2026**

(To be filled by EE, at the time of issue of NIT and uploaded along with NIT)**

1. **Name of Contractor: …#…….**
2. **Form of EMD …#…….**
3. **Amount of Earnest Money deposit…#……..**
4. **Date of submission of EMD …#……..**

Signature, Name and Designation of EMD
Receiving officer (EE/AE(P)/AAO)
Along with office stamp
(# To be filled by EMD receiving EE)

INFORMATION AND ISNTRUCTIONS FOR EE / AE / AAO FOR e-TENDERING

1. The Executive Engineer of all divisions of CPWD should receive the original EMD for tender of other division.
2. The NIT approving authority/EE at the time of issue of NIT shall also fill and upload the prescribed format of receipt of deposition of original EMD along with NIT.
3. The Executive Engineer receiving EMD in original form shall examine the EMD deposited by the bidder and shall issue a receipt of deposition of earnest money to the agency in a given format upload by tender inviting EE. The Receipt may be issued by the EE/AE/AAO.
4 The Executive Engineer receiving original EMD shall also intimate tender inviting Executive Engineer about deposition of EMD by the agency by Email/Fax/telephonically.
5 The original EMD receiving Executive Engineer shall release the EMD after verification from the E-tendering portal website (https://etender.cpwd.gov.in) that the particular contractor is not L-1 tenderer and work is awarded.
6 The tender inviting Executive Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.

****To be filled by Executive Engineer.**

Annexure 'B'

FORMAT FOR UNDERTAKING FOR SITE INSPECTION

To,

The Executive Engineer,
Tezpur Central Division,
CPWD, Tezpur

I/we hereby give an undertaking for the given work as follows:

NIT NO. :- 15/TZCD/2026-27/Tezpur

Name of work: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

I/we have inspected and examined the site and its surroundings is / are satisfied before submitting our bid 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 I/we may require and in general shall myself / ourselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect our bid. I/we shall be deemed to have full knowledge of the site whether I/we inspect it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. I/we shall be responsible for arranging and maintaining at our 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 I/we implie(s) that I/we have read this notice and all other contract documents and has made myself / ourself 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 us by the Government and local conditions and other factors having a bearing on the execution of the work.

Place:

Date:

Yours faithfully

(Signatures of Bidder(s))

****To be filled by Executive Engineer.**

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

CPWD – 7
GOVERNMENT OF INDIA CENTRAL PUBLIC WORKS DEPARTMENT
Percentage rate tender & contract for works

(A) Tender for the work of :-

Name of Work: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

To be uploaded by 15.00 hours on 04.11.22026 to/upload at

(i) To be opened in presence of tenderers who may be present at 15.30 hours on 01.11.2026 in the office of Executive Engineer, TzCD, CPWD, Tezpur.

(ii)

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 days from the due date of its opening in case of single bid system and not to make any modification in its terms and conditions.

A sum of **Rs. 21,584/-** is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money.

A copy of earnest money in the form Account Payee Demand Draft / Banker's Cheque / FDR/ Bank Guarantee (for balance amount as prescribed) of any Commercial Bank or Insurance Surety Bonds is scanned and uploaded **(strike out as the case may be)**. 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 12.2 and 12.3 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.

****To be filled by Executive Engineer**

~~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, 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 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 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 .....

On non-judicial stamp paper of minimum Rs. 100

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

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

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

   OR**

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

6. 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 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.

7. We, ……. (indicate the name of the Bank) ……, further agree that the Government as 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.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
9. We, ……. (indicate the name of the Bank) …….., undertake not to revoke this guarantee except with the consent of the Government in writing.
10. 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 with the date of expiry of extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharges.

Date ……

Witnesses:

1. Signature
   Name and address

Authorized Signatory
Name
Designation
Staff code no.

2. Signature ……..
   Name and address

Bank Seal

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

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

Executive Engineer
TzCD, CPWD,
Tezpur

(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	**(iv) Building Information Model (BIM) professional shall be deployed by the contractor for the projects wherever required as mentioned in Schedule F.** **The BIM professional shall be available for the work as and when required by Engineer-in-Charge.** **The BIM professional will study 3D architectural models, architectural drawings generated from 3D models, service drawings and structural drawings.** **The BIM professional will interact with architects, planning & site engineers to get the clashes removed.** **The recovery shall be made from bill of contractor in case of non-deployment of BIM Professionals/technical staff as mentioned in Schedule 'F' of NIT without giving any notice in writing.** **The decision of Engineer-in-Charge in this respect is final and binding on the contractor.**

14/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

SCHEDULE 'F' **Clause 11** Specifications to be followed for execution of work ..... **No provision**	**SCHEDULE 'F'** **Clause 11** Specifications to be followed for execution of work ..... i. **Building information model (BIM) is applicable and BIM professional to be deployed by contractor ..... (NIT approving authority to write Yes or No)**
SCHEDULE 'F' **Clause 32 Requirement of Technical Representative(s) and recovery Rate** Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers. **No Provision**	**SCHEDULE 'F'** **Clause 32 Requirement of Technical Representative(s) and recovery Rate** **No Change**. **No Change**. **Minimum recovery for not deploying Building Information Model (BIM) professional shall be Rs. two lac per month or as mentioned above, whichever is higher.**

This issues with the approval of DG CPWD.

14.11.2023
(V.P. Sahu)
Superintending Engineer (C&M)

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

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

14/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

06/12/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.	
The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.	**Deleted**
No provision	**The completion cost shall, in no case, exceed 1.5 times the contract amount.** **Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra items, deviations so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.**

06/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

	Engineer-in-Charge will verify and confirm the alerts before assigning deviations and / or extra items to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claims whatsoever on this account.
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows : i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	12.1 The time for completion of the works shall, in the event of any deviations **and extra items** resulting in additional cost over the **contract amount will** be extended, if requested by the contractor, as follows : i. In the proportion **to** the additional cost of work, bears to the original **contract amount** plus ii. 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing In the case of extra item(s) (items which are not available in the contract), the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of	**12.2 Deviation, Extra Items and Pricing** **a) Non Schedule Extra Items** - The contractor may, within fifteen days of the receipt of order **to execute extra item** or occurrence of the item(s), submit **analysis of rate of extra item(s) based on the rates of materials available in basic rate of Standard Schedule of Rate mentioned in schedule F and market rates of the materials which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of materials available in Schedule of Rates mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case**

06/12/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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 (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

	the contractor to the Engineer-in-Charge as required above. The Engineer-in-Charge may apply the discount available in the market on the rate of materials taken from tax paid bills.
(b) No Provision	**b) Scheduled Extra Items** **i. For percentage rate tenders, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.** **ii. For item rate tenders, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (tender amount divided by estimated cost put to tender).**
The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	**Deleted**

06/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Deviation, deviated quantities, Pricing In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	**c) Deviation, deviated quantities, Pricing** In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates **and other documents, as per procedure described in para 12.2(a) or 12.2(b)** (as applicable), for the quantities in excess of the above-mentioned limit. The Engineer-in-Charge shall within ~~45~~ **60** days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. **In case, the contractor fails to submit his claim for revision of rates within 15 days of the receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 12.2 (a) and 12.2 (b) without giving any notice to the contractor. The rates so determined by the Engineer-in-Charge shall be final and binding.** The rate(s) **of extra items and deviated items** so determined by the Engineer-in-Charge shall be final and binding on the contractor.
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	**Deleted**

06/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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 clauses12.2 & 12.3 shall apply for building work	12.2 **(c)** Deviation Limit beyond which clauses12.2 **(c)** shall apply for building work .....

R.K. JAIN
(EE (Cont...t)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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.

06/12/2023

R.K. JAIN

(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

	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 asspecified in the Schedule 'F' b. Schedule of issue of designs as specified in the Schedule 'F',	a. Schedule of handing over of site as specified in the Schedule 'F' b. Schedule of issue of design(s) **and drawing(s)** as specified in the Schedule 'F',
i. the Contractor shall submit a Time and Progress Chart for each 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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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

08/11/2023
R.K. JAIN
(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

of the work. A recovery as specified in Schedule 'F' shall be made on per day basis in case of delay in submission of the revised programme.	
No provision	**The authority as indicated in Schedule 'F', after examining the request, shall give a fair and reasonable extension of time for completion of work and simultaneously reschedule the milestone(s), if required so. The authority shall consider all the hindrances accepted as per sub-clauses 5.2, 5.3 and 5.5.** **The authority shall decide rescheduling of milestone(s) and extension of time within 21 (Twenty One) days of the request submitted by the contractor through ERP portal. In event of no request by the contractor for rescheduling of milestone(s) and extension of time, the authority as indicated in Schedule F, after affording opportunity to the contractor, may give fair and reasonable extension of time based on hindrances accepted by Engineer-in-Charge and reschedule the milestone(s) once in a month. Such justified extension of time shall determine the 'extended date' of completion of work.**
5.4.1 In any such case the authority as indicated in Schedule 'F' may give a fair and reasonable extension of time for completion of work or reschedule the mile stones.	5.4.1 **Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application shall be considered in the said request for events eligible for consideration and remaining period shall be applied in subsequent request of extension of time or rescheduling of milestone(s).**
E-in-C shall finalize/ reschedule a particular mile stone before taking an	**Engineer-in-Charge** shall finalize/ reschedule a particular mile stone

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R.K. JAIN
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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) **SCHEDULE 'F'** **Clause 5** **Authority to decide:**	**PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)** **SCHEDULE 'F'** **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.

08.12.2023

(वी. पी.साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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

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

08/12/2023

R.K. JAIN

EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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:-	**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)	**(i) to (xviii) No change**
(xix) No provision	**(xix) Adolescent Person: A person who has completed his/her fourteenth year of age but has not completed his eighteenth year.**
(xx) No provision	**(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	**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**

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

This issues with the approval of DG CPWD.

08.12.2024

(वी. पी.साहू)

अधीक्षण अभियंता(सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Construction e-file 9169019

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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Central Public Works Department
Office Memorandum
No. DG/CON/Construction 2023/06

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD 01.03.2024

NIRMAN BHAWAN, NEW DELHI Dated: ~~20.02.2024~~

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

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

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

29/04/2024
R.K. JAIN
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Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

This issues with the approval of DG CPWD.

01.03.2024
(V.P. Sahu)
Superintending Engineer (C&M)

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

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

2/3/2024
R.K. JAIN

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Central Public Works Department
Office Memorandum
No. DG/CON/Construction 2023/07
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 01.03.2024

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

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

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

01/03/2024
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(EE (Contact)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, ... prescribed time limit.	**No Change**

This issues with the approval of DG CPWD.

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)

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**

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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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)

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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

(1/2)

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 Sl. No. (i) to (iv)	**Clause 1 Performance Guarantee** 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- incharge 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.

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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

(42)

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)

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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Central Public Works Department
Office Memorandum
No. DG/CON/Construction 2023/10
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated:** 03-06-2024

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

The following amendment is made in the Clause 36 of GCC 2023 for Construction Works.

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

This issues with the approval of DG, CPWD.

03.06.2024
(V.P. Sahu)
Superintending Engineer (C&M)

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

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

R.K. JAIN
EE (Contract)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Construction 2023/12

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 09.10.2024**

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

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

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

09.10.24
R K SINGH
EE(Manual)

1/2

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

This issues with the approval of DG, CPWD.

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

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

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

09.10.24
R K SINGH
EE(Manual)

2/2

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Mainteance-2023/11

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 29.10.2024

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

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

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

29.10.24
R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

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

This is issued with the approval of DG CPWD.

29/10/24

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

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

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

29.10.24
R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Construction 2023/14
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 03.01.2025**

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

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

Existing provision	Modified provision
Applicable for Item Rate Tender only (CPWD - 8) 4 The rates ..... rupee one.	**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 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.	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.
If the revised ..... their tenders. In case of any ..... be forfeited. In case all ..... lowest contractors. Contractor ..... of the work.	No change
Applicable for Percentage Rate Tender only [CPWD- 7] 4B In case the lowest tendered amount (estimated cost ± amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning 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 ± 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

03.01.25
R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

This issues with the approval of DG, CPWD.

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

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

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

03.01.25
R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/ Construction 2023/15

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 31.01.2025**

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

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

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

This issues with the approval of DG, CPWD.

31/1/25

(दिनेश कुमार उज्जैनिया)

अधीक्षण अभियंता (सी.एंड एम.)

Issued from file No. CSQ/CM/17(1)/2023/Construction e-file 9184028 (DFA/9313089)

केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।

(केलोनिवि वेबसाईट के माध्यम से)

31.1.25

R K SINGH

EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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)

EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

	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 9 Payment of Final Bill The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials. 10-2-25 R K SINGH EE(Manual)	**Clause 9 Payment of Final Bill** i. The final bill shall be submitted by the contractor **to the Engineer-in-Charge** in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final **completion** certificate furnished by the Engineer-in-Charge whichever is earlier. **At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.** ii. **In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.** iii. **Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, final completion certificate, final extension of time case, mandatory tests statement, dismantled materials account and other documents as mentioned in clause 7A etc.** iv. **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".** v. No further claims shall be **entertained from** the contractor after submission of the final bill and these shall be deemed to have been waived **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

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

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

This issues with the approval of DG, CPWD.

10/2/25

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

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

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

10.2.25
R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Construction 2023/17
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 03.03.2025**

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

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

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

This issues with the approval of DG, CPWD.

03.03.25
(आर. के. सिंह)
कार्यपालक अभियन्ता (एम.)

Issued from file No. CSQ/CM/17(1)/2023/Construction e-file-9184028 (DFA/9319526)
केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)

R K SINGH
EE(Manual)

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

Part – "B"

SCHEDULES

SCHEDULE 'A'

Schedule of quantities (as per PWD-3)	:	from **Page No. 88-89**

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any	:	General Conditions, Additional Specifications, Special Conditions

SCHEDULE 'E'

Reference to General Condition of contract	:	GCC 2023 (Construction work) CPWD-7 as amended upto date till last date of submission bid.
Name of work	:	**Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.**
Estimated cost of work	:	**Civil : Rs. 10,79,190/-** **Total : Rs. 10,79,190/-**
1) Earnest money	:	**Rs. 21,584/-**
2) 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.
3) Security Deposit	:	2.5 %of tendered value.

SCHEDULE 'F'
GENERAL RULES & DIRECTIONS:

Officer Inviting Tender	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below

Definitions:

2(v)	Engineer-in-Charge	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
2(viii)	Accepting Authority	:	Chief Engineer, CPWD, Shillong or successor thereof
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2(xi)	Standard Schedule of Rates	:	**DSR 2023**

2(xii)	Department	:	Central Public Works Department
8(ii)	Standard CPWD contract Form GCC 2023(Construction work), C.P.W.D Form **7 as** modified and corrected up to last date of submission of bid.	:	Form 7

Clause 1

(i)	Time allowed for submission of Performance Guarantee, Program 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 letter of acceptance.	:	7 Days
(ii)	Maximum allowable extension with late fee @ 0.10% Per day of Performance Guarantee amount beyond the period provided in (i) above	:	3 Days

Clause 2

Authority for fixing compensation under clause 2	:	Chief Engineer, CPWD, Shillong or successor thereof

Clause 2A

Whether Clause 2A shall be applicable ~~Yes~~/No

Clause 5

Number of days from the date of issue of letter of acceptance of work for reckoning date of start	:	**10 Days**

Mile stone(s) as per table given below:-

NOT APPLICABLE

Authority to decide:

(i)	Authority to convey the decision of shifting of milestone and extension of time.	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
(ii)	Authority to decide rescheduling of milestone and extension of time.	:	Chief Engineer CPWD, Shillong or successor thereof
(iii)	Shifting of date of start in case of delay in handing over of site.	:	Chief Engineer CPWD, Shillong or successor thereof

Proforma of schedule clause -5 schedule of handing over of site.

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Full Site Available	Immediate
Part B	Portion with encumbrances	-	Not Applicable
Part C	Portions dependent on work of other agencies.	-	Not Applicable

Schedule of Issue of design

Part	Portion of Design	Description	Time period for issue of design reckoned from date of receipt of tenders
Part A	Portion already included in NIT	-	Immediate
Part B-1	Portion of Architectural designs to be issued	-	Not Applicable
Part B-2 (a)	Portion of Foundation Designs to be issued	-	Not Applicable
Part B-2(b)	Portion of other structural Designs to be issued	-	Not Applicable
Part B-3	Portion of E&M Designs to be issued	-	Not Applicable

Clause 6

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

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such Payment for being eligible for interim payment.	:	**As mutually agreed both parties**

Clause 7A

Clause -7A	:	Yes Applicable

Clause 8A

Authority to decide compensation on account if contractor fails to submit completion plans	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof

Clause 10A

List of testing equipment's to be provided by the contractor at site lab :

1. Balances-
   (i) 7Kg. to 10Kg. capacity, semi-self-indicating type – accuracy 10 gm.
   (ii) 500gm. Capacity, semi-self-indicating type – accuracy 1 gm.
   (iii) Pan balance – 5kg. capacity – accuracy 10gm.
2. Ovens – Electrically operated, thermostatically controlled up to 110^0C, Sensitivity 1^0C
3. Sieve: as per IS 460-1962.
   (i) I.S. sieves – 450mm internal dia., of size 100mm, 80mm, 63mm,50mm,40mm,25mm, 20mm, 12.5mm, 10mm, 6.3mm, 4.75mm, complete with lid and pan.
   (ii) I.S. sieves – 200mm internal dia., of size 2.36mm, 1.18mm, 600 microns, 425microns, 300mm microns, 150microns, 90microns, 75microns, complete with lid and pan.
4. Sieve shaker capable of 200mm and 300mm dia sieve, manually operated with timing switch assembly.
5. Equipment for slump test – Slump Cone, Steel Plate, Tamping Rod, Steel Scale and Scoop.
6. Dial gauge, 25mm travel – 0.01 mm/division least count – 2 Nos.
7. 100 tonnes compression testing machine, electrical cum manually operated.
8. Graduated measuring cylinders 200ml and 1000ml capacity.
9. Enamel trays (for efflorescence test for bricks and other tests).

10. ISI marked 150 x 150 x 150 mm concrete cube moulds as per site requirement.
11. Vicat Apparatus
12. Steel tapes – 3 metre / 10 metre
13. Vernier Calipers (one number – digital)
14. Screw gauge (one number – digital)
15. Good quality plumb bob
16. Sprit levels minimum 30cms long with 3 bubbles for horizontal / vertical level.
17. Wire gauge (circular type) disc
18. Long nylon thread
19. Screw driver 30cms long
20. Hammer – 100gms
21. Theodolite / Leveling instruments / kits
22. Ball pin hammer, 100 gms
23. Plastic bags for taking samples

Clause 10-B (ii)

Whether clause 10-B (ii) shall be applicable	:	Not Applicable

Clause 10 C **Not Applicable**

Component of labour expressed as percentage of value of work	:	N/A

Clause 10 CC	Not **Applicable**

Clause 11

Specifications to be followed for execution of work	:	CPWD specifications 2019 Volume I and II, modified / corrected up to last date of submission of bid.
Building information model (BIM) is applicable and BIM professional to be deployed by contractor	:	No

Clause 12

Authority to decide deviation:		
1. Up to 1.25 times of contract Amount		Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
2. Up to 1.50 times of contract Amount		Chief Engineer, CPWD, Shillong
3. Up to 2.0 times of contract Amount		ADG/SDG (Region Guwahati)
Type of Work		Original Work

Clause 12.2 (C)

Deviation limit beyond which clause 12.2 (C) shall apply for building work.	:	100%

Clause 12.5

Deviation limit for all items.	:	100%

Clause 16

Competent Authority for deciding reduced rates	:	Chief Engineer CPWD, Shillong or successor thereof

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

Sl. No.	Equipment	Numbers (Tentative)
1.	Any machinery required for completion of the works as per direction of Engineer-in-charge	As per actual requirement

Clause 19C

Clause 19 C	Authority to decide penalty for each default	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
Clause 19 D	Authority to decide penalty for each default	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
Clause 19 G	Authority to decide penalty for each default	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof
Clause 19 K	Authority to decide penalty for each default	:	Executive Engineer, Tezpur Central Division, CPWD, Tezpur or successor thereof

Clause 25

1.	Conciliator	ADG (RG), Guwahati
2.	Arbitrator Appointing Authority	Chief Engineer, CPWD, Shillong-03
3.	Place of Arbitration	Shillong or as decided by Arbitral Tribunal

Clause 32

Requirement of Technical Representative (s) & recovery Rate

Sl No.	**Cost of Work (Rs. In Crores)**	**Requirement of Technical**		**Minimum experience (Years)**	**Designation Technical Staff**	**Rate at which recovery shall be made from the contract in the event of not fulfilling**
		Qualification	**Number (of Major + Minor component**			
1	**More than 1.5 to 5**	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Manager cum planning/ quality/ Site/ billing Engineer	Rs. 15,000/- per month per person

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

Diploma Engineer 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.

Clause 38

(i) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2023modified / corrected up to date printed by CPWD.

(ii) Variations permissible on theoretical quantities.

(a)	Cement		
	For works with estimated cost put to tender not more than Rs. 25 lakh.	:	3% plus / minus
	For works with estimated cost put to tender more than Rs. 25 lakh.	:	2% plus / minus
(b)	Bitumen All Works	:	2.5% plus only & Nil on minus side
(c)	Steel reinforcement and structural steel sections for each diameter, section and category.	:	2% plus / minus
(d)	All other materials.		Nil

GENERAL CONDITIONS

1. Unless otherwise provided in the Schedule of quantities the rates quoted by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building, working in or under water and/ or foul conditions and nothing extra shall be payable to him on this account. Payment for centring, shuttering, however if required to be done for floor to floor heights greater than 3.5 m shall be admissible at rates arrived at in accordance with clause-12 of the agreement if not already specified.

2. **The contractor shall make his own arrangements for obtaining electrical service connection if required and make necessary payments directly to the department concerned.**

3. Other agencies doing works related with this project will also simultaneously execute the works and the contractor shall afford necessary facilities for the same. The contractor shall leave such necessary holes, openings etc. for laying/burying in the work pipes, cables, conduits, clamps, boxes and hooks for fan clamps etc. as may be required for other agencies. Conduits for electrical wiring/cables will be laid in a way that they leave enough space for concreting and do not adversely affect the structural members. Nothing extra over the agreement rates shall be paid for the same.

4. Some restrictions may be imposed by the client department on the working and for movement of labour, materials etc. the contractor shall be bound to follow all such restriction/ instructions and nothing extra shall be payable on this account.

5. (a) The building work will be carried out in the manner complying in all respects with the requirements of relevant by laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra will be paid on this account.

   (b) Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bye-laws and specifications of the Municipal Body/ Corporation where C.P.W.D. specifications are not available. The contractor should engage licensed plumbers for the work and get the materials (fixtures/fittings) tested by the Municipal Body/ Corporation Authorities wherever required at his own cost.

   (c) The contractor shall comply with legal orders and directions of the local or public authority or municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.

6. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted and nothing extra whatsoever shall be payable to the contractor for the test.

7. Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been in built in the items and nothing extra shall be payable (or) extra cement considered in consumption on this account.
8. Test of materials: Samples of various materials required for testing from approved labs shall be provided free of cost by the contractor. All expenditure to be incurred for testing of samples e.g. packaging, sealing transportation, loading, unloading etc. including testing charges shall be borne by the contractor.
9. The structural and architectural drawings shall at all times be properly co-related before executing any work. However, in case of any discrepancy, the same may be got rectified before execution.

10. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department or procured by the contractor and nothing extra shall be payable to the contractor on their accounts.

11. The full nomenclature of items shall be adopted in preparing abstract of final bill in the measurement book and also in the bill form for final bill.

12. The bidder shall abide by the rules and regulations under relevant GST, as amended from time to time and deductions shall be made from the gross value of the work done from all bills as per the provisions of above stated Acts. Nothing extra on account of this deduction shall be paid.

13. The contractor will have to work according to the programme of the work given by the contractor and/ or decided by the Engineer-in-Charge. The contractor shall also construct a sample unit complete in all respect within time specified by the Engineer-in-Charge and this sample unit shall be got approved from the Engineer-in-charge before mass construction is taken up. No extra claim what so ever beyond the payments due at agreement rates will be entertained from the Contractor on this account.

14. The contractor shall take instructions from the Engineer-in-Charge for stacking of materials in any place. No excavated earth or building material shall be stacked on areas where other buildings, roads, services of compound walls are to be constructed.

15. If as per municipal rules or client requirement, the huts for labour are not to be erected at the site of work by the contractors, the contractors are required to provide such accommodation as is acceptable to local bodies and client and nothing extra shall be paid on this account.

16. Cement bags shall be stored in separate go-downs to be constructed by contractor at his own cost as per sketch which is only indicative and actual size will depend on the site requirements as per CPWD Specification 2019 (Vol. I) with correction slips up to last date of submission of bid and R.C.C. work in pursuance (IS: 456-2000) with weather proof roof and walls. Each go-down shall be provided with a single door with two locks.

17. The contractor shall be fully responsible for the safe custody of the materials even if the materials are under double lock system.

18. Contractor shall bear all incidental charges for cartage, storage and safe custody of materials and shall construct suitable go-downs, yards at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.

19. All materials shall be got checked by the Engineer-in-Charge or his representative of the works on receipt of the same at site before use.

20. Royalty in case of work at Assam shall be deducted as per the Gazette notification issued by the Assam Govt. as per the applicable rates mentioned in order (Gazette notification No. PEM.130/2021/40 dated 07.10.2021) with latest amendment issued time to time and for Arunachal Pradesh Royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle, sand and bajri etc. collected by him for the execution of the work, direct to the Revenue Authority or authorized agent of the State Government concerned or Central Government.

21. Drilling holes to secure fastener/ screws in walls and chase cutting in the walls wherever necessary shall be done by mechanical means i.e. by hammer drill machine & the chase cutting machine respectively for which nothing extra will be paid to the contractor.

22. The Contractor shall prepare and supply three sets of the completion drawings of all the external and internal plumbing, water supply, sanitary, drainage, electrical and other specialized works

including all other services and completion plan of the building on completion of the services, to the Engineer-in-charge. One soft copy or hard copy of the relevant Architectural drawing for enabling the contractor to prepare the completion drawings shall be made available by the Engineer-in-Charge

23. Brand and trade name of the paint to be used in the work shall be got approved in writing from the Engineer-in-Charge before application of the samples of different shades. After the written approval of the Engineer-in-Charge about brand, trade name, sample and shades of the paints the contractor shall make bulk procurement of the paint. Before start of the item of painting, the original purchase vouchers, delivery challan of purchase of full quantity of paint materials shall have to be produced by the contractor to the Engineer-in-Charge. The contractor shall bring full quantity of required painting material at site and get it inspected from the Engineer-in-Charge before start of the item of painting.

24. Cutting of centrifugal cast (spun) iron pipes wherever required shall be done by electric machine. Pipes of different lengths as required having sockets will be brought to site. **No collar will be permitted to be used** in the work. If at any place collar is found used, no payment of the pipes connecting that collar and the sanitary fittings thereon shall be made in any case.

25. Element of reinforcement as per standard design is included in the item of brick masonry manholes. Therefore, the reinforcement used in the manholes shall not be separately measured for payment under the item of reinforcement.

26. TESTING OF MATERIAL

(a) The contractor shall procure all the materials in advance so that there is sufficient time for testing, approving of the material and clearance of the same before use in work.

(b) **Testing Charges to be borne by Contractor:- <u>All expenditure to be incurred for testing of samples e.g. packaging, sealing transportation, loading, unloading etc. including testing charges shall be borne by the contractor</u>**.

27. Time allowed for execution of the work provided in clause 5 of Schedule 'F' is inclusive of the time required for any kind of testing of materials and preparation of Design mix of cement concrete for all R.C.C. work, time required for initial load testing / routine load testing of piles and time required for testing of weld etc.

Third Party Quality Assurance

The department may decide to engage third party quality assurance system and the contractor shall render all the necessary assistance and render arrangement for the inspection of work similar to clause 16 of agreement. Contractor shall be responsible to attend defect pointed out by CPWD/Third Party Inspection/Client through CPWD even after declaring the building completed. Contractor is responsible to attend the defects pointed out by CPWD or client during defect liability period/guarantee period.

28. Special conditions for Q.A. Plan.

Maintenance of Register of Tests:-

(i) All the registers of tests carried out at Construction site or in outside laboratories is to be maintained by the contractor which will be issued to the contractor by Engineer-in-charge.

(ii) All Samples of materials including cement concrete cubes shall be taken jointly with contractor by JE. Out of this at least 50% samples shall be taken in presence of JE/AE in charge. If there is no JE, all Samples of materials including cement concrete cubes shall be taken by AE jointly with contractor. All the necessary assistance shall be provided by the contractor. Cost of sample materials is to be borne by the contractor and he/see shall be responsible for safe custody of samples to be tested at site.

(iii) All the test in field lab setup at construction site shall be carried out by the Engineering Staff deployed by the contractor which shall be 50% witnessed by JE/AE/EE.

(iv) All the entries in the registers will be made by the designated Engineering Staff of the contractor and same will be regularly reviewed by JE/AE/EE. Contractor shall be responsible for safe custody of all the test registers.

29. The following items shall be executed only through the manufacturer of the item, or through their authorized applicators/installers/experienced professionals: stone cladding; structural glazing; plumbing; aluminum /uPVC work; stone/GRC/aluminum jail or powder-coated aluminum strip work; swimming pool; signage; irrigation; mechanized spray plaster; false ceiling; factory-made kitchen cabinets, wardrobes and vanities; acoustic treatment; fire-resistant doors; stainless-steel railing; and painting & Water proofing work using chemicals.

30. Vitrified tile, Glazed Ceramic tile, Vitrified paving tile, Wall tiles etc. shall be manufactured in the Mother Plant of Company.

ADDITIONAL SPECIFICATIONS

1.1 GENERAL

1.2 The work shall be executed and measured as per metric dimensions given in the Schedule of quantities, drawings etc. (F.P.S. units wherever indicated are for guidance only).

1.3 The following modifications in the above specifications and some additional specifications shall however apply:

i) All stone aggregate and stone ballast shall be of hard stone variety to be obtained from approved quarries or any other source to be got approved by the Engineer-in-Charge.

ii) Sand to be used for cement concrete work, mortar for masonry and plaster work shall be of standard quality. Sand shall be obtained from approved source or any other source to be got approved from the Engineer-in-Charge and screened as required. The same shall consist of hard siliceous material. It shall be clean sand.

1.4 Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to revision thereof if, any, up to the date.

2.0 **Unless otherwise specified in the schedule of quantities the rates for all items of the work shall be considered as inclusive of pumping out or bailing out water if required for which no extra payment will be made. This will include water encountered from any source, such as rains, floods, and sub-soil water level being high due to any other cause whatsoever.**

3.0 Mix design.

A. The contractor shall carry out design mixes for each class of concrete meeting the requirements as per specification.

B. The contractor shall submit proposal of mix designs, one month in advance to commencement of concreting work.

C. If, department will provide design mix then recovery at the rate of Rs 25000/- will be recovered for each design mix required.

D. The R.C.C. work shall be done with Design Mix Concrete unless specified. In the nomenclature of items, wherever letter **M** has been indicated, the same shall imply for the Design Mix Concrete. For the nominal mix in RCC, CPWD specifications shall be followed. The Design Mix Concrete will be designated based on the principles given in relevant IS: code. The contractor shall design mixes for each class of concrete indicating the concrete ingredients and proportions that will result in concrete mix meeting requirements specified. In case of use of admixture and or white cement, the mix shall be designed with these ingredients as well. The admixtures shall conform to relevant IS code. The contractor shall not be paid anything extra for admixture required for achieving desired workability.

E. Cement shall be of OPC 43 grade and shall conform to relevant IS code.

4.0 Outside/Independent Testing Facilities

a) These laboratories shall be in the Government sector, Semi Government or private sector. **All govt. Institutes, Central and State research Centers, Central and State funded laboratories stands approved. No approval is required for testing in these laboratories/institutes.**

b) However, the outside private laboratories shall be approved by Chief Engineer, Shillong.

4.1 In case of rejection of concrete on account of unacceptable compressive strength, governed by the Para "Standard of Acceptance" as above, the work for which samples have failed shall be redone at the cost of contractors. However, the Engineer- in- Charge may order for additional tests (like cutting cores, ultrasonic pulse velocity test, load test on structure, or on part of structure, etc.) to be carried out at the cost of contractor to ascertain if the portion of the structure wherein concrete represented by the sample has been used, can be retained on the basis of results of individual or combination of these tests. The contractor shall take remedial measures necessary to retain the structure as approved by the Engineer-in-Charge without any extra cost. However, for payment, the basis of rate payable to the contractor shall be governed by the 28 days cube test results and reduced rates shall be regulated in accordance as per provision in CPWD specifications and conditions cited in this bid document.

5.0 WOOD WORK

The samples of species of timber to be used shall be deposited by the contractor with the Executive Engineer before commencement of the work. The contractor shall produce cash vouchers and certificate from standard kiln seasoning chemically pressure treatment plant operators about the timber section to be used on the work having been kiln seasoned chemically pressure treated by them, failing which it would not be to accept as kiln seasoned & chemically pressure treated.

5.1 Factory made shutter, as specified shall be obtained from factories approved by the Chief Engineer and shall conform to IS: 2202 (Part-I) 1977. The contractor shall inform well in advance to the Engineer-in-Charge the names and address of the factory where from the contractor intends to get the shutters manufactured.

The contractor will place order for manufacture of shutters only after written approval of the Engineer-in-Charge in this regard is given. The contractor is bound to abide by the decision of the Engineer-in-Charge and recommend a name of another factory from the approved list in case the factory already proposed by the contractor is not found competent to manufacture quality shutters. Shutters will, however, be accepted only, if this meet the specified tests. The contractor will also arrange stage-wise inspection of the shutters at factory by the Engineer-in-Charge or his authorized representative. Contractor will have no claim if the shutters brought at site are rejected by Engineer-in-Charge in full lot due to bad workmanship/quality. Such shutters will not be measured and paid and the contractor shall remove the same from the site of work within 7 days after the written instructions in this regard are issued by Engineer-in-charge or his authorized representative.

5.2 Original purchase vouchers and delivery challan from the factory in support of having purchase the factory-made door shutters from the approved factory, shall have to be produced to the Engineer-in-Charge for verification and for record.

6.0 STEEL WORK:

6.1 The steel doors, windows, ventilators and composite units shall be got fabricated in Work shop approved by the Chief Engineer concerned.

7.0 WATER SUPPLY SANITARY INSTALLATION

7.1 S.C.I pipe and G.I pipe wherever necessary shall be fixed to RCC columns, beams etc. with rawl plugs and nothing extra shall be paid for this.

7.2 The contractor shall be responsible of the protection of the sanitary and water supply fittings and other fittings and fixtures against pilferages and breakage during the period of installation and thereafter until the building is handed over.

7.3 Sunken Flooring: The rate of items of flooring is inclusive of providing sunk flooring in W.C, bathrooms, kitchen etc. and nothing extra on this account is admissible.

8.0 VARIATION IN CONSUMPTION OF MATERIALS

The variation in consumption of material shall be governed as per CPWD specification 2019 Vol. I & II with correction slips up to date and clauses of the contract to the extent applicable. The following specific clauses shall govern the variation in consumption of pig lead.

9.0 INTEGRAL WATER PROOF FINISHING:

The contractor must associate himself with the specialized firm to be approved by the Engineer-in-Charge in writing, for integral cement based water proofing treatment for sunken floors, roofs etc. **10 years guarantee to be reckoned from the date after the maintenance period prescribed in the contract in prescribed proforma shall be given by the contractor.** In addition, 10% (ten percent) of the cost of these items shall be retained as guarantee money to watch the performance of the work done. If any defect is noticed during the guarantee period, it should be rectified by the contractor within seven days and if not attended, the same will be got done by the Engineer-In-Charge through another agency at the risk and cost of the contractor.

Before execution of the items of integral water proofing treatment, the contractor must submit the following details and get the same approved by the Engineer-in-Charge.

a) The name of the specialized firm
b) The trade names of the product which could be used;
c) List of works where this treatment has been used.
d) Quantity of chlorides and sulphides used in the product.

10.0 CLADDING WORK

10.1 Flooring work is to be executed as per flooring pattern shown in Arch. drawings and as per direction of Engineer-in-Charge for which nothing extra will be paid.

10.2 The size of tiles/marble stone/Granite stone in dado/skirting is to be provided as shown in Architectural drawings.

10.3 For providing granite stone in counters, window sills, kitchen platforms and other similar locations, the rate shall deemed to include mirror polished of the free/ exposed edges which shall have to be done and nothing extra shall be paid on this account. Further for granite stone up to 2 metre, for treads of steps and risers, kitchen counters, window sills and any other locations wherever decided by the Engineer-in-Charge, single stone shall be used for which nothing extra shall be paid.

10.4 The colour and shade of the granite and granite tiles shall be decided by the Engineer-in-Charge.

11.0 CONDITIONS FOR CEMENT

1. The contractor shall procure 43 grade ordinary Portland cement conforming to IS 8112/Portland Pozzolana Cement conforming to IS: 1489 (Part-I) as required in the work, from reputed manufacturers of cement such as ACC, Ultratech, Vikram, Shree Cement, Ambuja, Jaypee Cement, Century Cement & J.K. Cement , Black Tiger ***or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by Chief Engineer/Chief Project Manager for that Zone.*** *(Modified vide OM DG/MAN/378 dtd 12.10.2018)*

The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer- in-charge to do so.

2. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer- in- charge.

The cement godown of the capacity to store a minimum of 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

3. Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

4. The cement shall be got tested by the Engineer-in-charge and shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor/Department in the manner indicated below:

a. By the contractor, if the results show that the cement does not conform to relevant BIS codes.
b. By the Department, if the results show that the cement conforms to relevant BIS codes.

5. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in relevant clause of the contract. The theoretical

consumption of cement shall be worked out as per procedure prescribed in relevant clause of the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need to made.

6. The cement brought to the site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-charge.
7. The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.

12.0 CONDITIONS FOR STEEL

12.1 The contractor shall procure only ISI marked TMT bars of various grades (**Corrosion resistant steel confirming to IS : 1786 shall only be used**) approved by the Special Director General of respective region of CPWD (NR, ER, SR, WR & NER).

12.2 The contractor shall obtain & furnish test certificate to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work.

12.3 Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) (d) & (1) (e), the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.

12.4 The steel reinforcement shall be brought to the site in bulk supply of 10 tons or more as decided by Engineer-in-Charge.

12.5 Steel reinforcement (TMT bars) shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bar of different sizes and length shall be store separately to facilitate easy counting and checking.

12.6 The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories. The cost of tests shall be borne by the contractor.

12.7 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in relevant clause of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in relevant clause of the contract and shall be governed by conditions laid therein. In case the consumption is less than theoretical consumption including permissible variations recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment needs to be made.

12.8 The steel brought to site and the steel remaining unused shall not be removed from site without the written permission of the Engineer-in-Charge.

12.9 Before placing the reinforcement bars in position, contractor shall submit the bar bending schedule indicating the shape of bar, type/ designation of bar, number of bars, the diameter bars, quantity of reinforcement etc., as per structural

drawing for approval by the Engineer-in-Charge in writing. After the approval of the bar bending schedule by the Engineer-in-Charge, the reinforcement shall be placed in position and thereafter it shall be measured in the measurement book and got test checked of its accuracy before embedding or before placing it beyond the reach of measurement, from the Engineer-in-Charge or his authorized representative. Similar action shall also be taken for all other hidden items. It will be the responsibility of the contractor to bring out to the notice of the Engineer-in-Charge the deviations, if any giving the details of the measurements with locations for approval of the competent authority immediately after it is detected or foreseen.

13.0 CONDITIONS FOR BITUMEN

13.1 The contractor shall procure Bitumen of required grade from ''Indian oil Corporation Limited'', ''Hindustan Petroleum Corporation Limited'' or ''Bharat Petroleum Corporation Limited''.

13.2 The contractor shall obtain and furnish test certificate to the Engineer-in-Charge in respect of all supplies of Bitumen brought by him to the site of work.

13.3 Sample shall also be taken and got tested by the Engineer-in-Charge as per the provision in this regard in relevant BIS codes. In case the test results indicate that the Bitumen arranged by the contractor does not confirm to relevant BIS codes, the same shall be rejected, and it shall be removed from site of work by the contractor at his own cost within a week time or written order from the Engineer-in Charge to do so.

13.4 The Bitumen shall be brought to the site in bulk supply of 10 tonnes or more as decided by Engineer in-Charge.

13.5 The contractor shall supply free of charge the Bitumen required for testing. The cost of tests shall be borne by the contractor/Department in the matter indicated below. (i) By the contractor, if the results show that the Bitumen does not confirm to relevant BIS codes. By the Department, if the results show that the Bitumen confirm to relevant BIS codes.

GUARANTEE BOND TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this ..... day of ..... two thousand and .....between..... son of .....of..... (hereinafter called the Guarantor of the one part)and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated..... and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

14.1 Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;

14.2 Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;

14.3 The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer- in-Charge as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach there under then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor .....and by ..... and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of-

1.

2.

Signed for and on behalf of THE PRESIDENT OF INDIA by ..... in the presence of

LIST OF MATERIALS OF PREFERRED MAKE

(Approved make shall fulfill the public procurement policy of Make in India)

The materials of first/standard quality from the following preferred makes are to be used. In case it is established that the brands specified below are not available in the market, contractor shall submit alternative proposal to Engineer-in-Charge for the approval of NIT approving authority.

Sr. No.	Material Description	Material	
		Brand	Make
1	Ordinary Portland Cement (43 grade)	ACC	ACC cements Ltd
		Ultra Tech	Ultra Tech Cement Ltd.
		Birla	Birla Corporation Ltd
		Dalmia	Dalmia Cement Bharat Ltd
		Jaypee Cement.	Jaypee Cement Ltd
		J.K.Cement	J.K. Cement Pvt. Ltd.
		Ambuja Cement	Ambuja Cements Ltd.
		Century Cement	Birla Gold Cement
		Max Cement	Green Valliey Industries Ltd.
2	ISI marked Corrosion Resistant Steel (CRS) TMT reinforcement bars of required grade	SAIL	Steel Authority of India Ltd.
		TATA TISCON	TATA STEEL Ltd
		VIZAG	Rastriya Ispat Nigam Ltd.
		JSW	JSW Steel Ltd
		Jindal Panther	Jindal Steel & Power Ltd.
3	Adhesive	Sika	Sika India Pvt. Ltd
		Roff	Pidilite Industries
		Dr Fixit	Pidilite Industries
		Fevicol	Pidilite Industries
4	AAC Blocks	Xtralite	UITRATECH Cement Ltd
		Durabrik	NabamLite Bricks Udyog LLP
		ACE	Biltech ACE
		Birla	Birla Aerocon
5	Wooden flush door Shutters	Century	Century Flush Doors
		Greenply	Green ply Industires Ltd.
		Archidply	Archiply Industires Ltd.
6	Water Proof Plywood, Commercial ply, Fire retardant ply and block boards	Green Ply	Green ply Industires Ltd.
		Duroply	Duro Ply Industries Ltd.
		Century ply	Century Flush Doors
		Archidply	Archiply Industires Ltd.
7	Laminate	Green Lam	Green lam Industries Ltd.
		Century	Century laminates
		Merino	Merino laminates
		Sunmica	Sunmica Industries
		Formica	Formica Laminates (India) Pvt Ltd.
		Archidply	Archiply Industires Ltd.
8	Prelaminted particle board exterior grade	Novapan	GVK Novapan Industries Pvt Ltd.
		Century	Century MDF Ltd

Sr. No.	Material Description	Material	
		Brand	Make
		Action Tesa	Action Tesa
9	High Denisty (HDF) Prelaminated board	Green Ply	Green ply Industires Ltd.
		Novapan	GVK Novapan Industries Pvt Ltd.
		Action Tesa	Action Tesa
		Archidply	Archiply Industires Ltd.
10	Gypsum board	Gyproc Saint Gobain	Saint Gobain Gyprock India Ltd.,
		Knauf	Knauf india Pvt. Ltd.
11	Glass door hardware	Hafele	Hafele India Pvt. Ltd
		Dorma	DormaKaba Group
		Ozone	Ozone Hardware.
12	Locks & Latches	Godrej	Godrej locking solutions & systems
		Hafele	Hafele India Pvt. Ltd
		Harrison	Harrison locks
		Kodia	V.P.Industires, Aligarh
13	UPVC doors, door frames and windows	Fenesta	Fenesta DCM Shriman
		KOMMERLING	Profile India Window Technology Pvt. Ltd.
		PROMINANCE	PWDS Extrusions Private Ltd.
		Duroplast	DuroPlast Window Extrusion Pvt. Ltd.
14	PVC Doors and frames	Sintex	Sintex plastic technology Ltd,
		Duroplast	Duroplast extrusion Pvt Ltd
		Rajshri	Rajshri Productions Pvt. Ltd.
15	Float Glass	Saint Gobain	Saint Gobain India Pvt.Ltd. ,
		Asahi	Asahi India glass .Ltd.
		Modiquard	Gujarat Guardian Ltd.
16	Reflective Glass	Saint Gobain	Saint Gobain India Pvt .Ltd.
		Asahi	Asahi India qlass .Ltd.
		Modifloat	Gujarat Guardian Ltd.
17	Tempered reflective/ clear glass	Saint Gobain	Saint Gobain India Pvt .Ltd.
		Asahi	Asahi India glass Ltd,
		Modiquard	Gujarat Guardian Ltd.
18	Vitrified tiles	NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.
		Kajaria	Kajaria Ceramic Ltd
		Somany	Somany Ceramic Ltd
		JOHNSON	Prism Johnson Ltd
		Varmora	Varmora Granito Pvt. Ltd.
		BONZER 7	Asian Granito India Ltd.
		Orient bell	Orient bell limited
		QUTONE	QUTONE Ltd/-
19	Glazed Ceramic tiles (Also wall tiles)	NITCO	NITCO Ltd
		RAK	RAK Ceramic India Pvt Ltd.
		Kajaria	Kajaria Ceramic Ltd
		Somany	Somany Ceramic Ltd
		JOHNSON	Prism Johnson Ltd
		Varmora	Varmora Granito Pvt. Ltd.
		BONZER 7	Asian Granito India Ltd.
		Orient bell	Orient bell limited

Sr. No.	Material Description	Material	
		Brand	Make
20	Floor Spring	OZONE	Ozone Hardware.
		DORMA	DormaKaba Group
		Godrej	Godrej & Boyce
21	Vitrified paving tiles	PAVIT	PAVIT ceramics Pvt Ltd.
		NITCO	NITCO Tiles & Marbles
22	UPVC Pipes and fittings (Rain water pipes)	Supreme	Superme Industries Ltd.
		Prince	Prince pipes and fittings Ltd.
		Finolex	Finoles Industries Ltd.
23	False cellings	Aerolite	Andhra Polymers Pvt. Ltd./Aerolite Industries Pvt. Ltd.
		Saint Gobain Gyproc	Saint Gobain Gyproc India
		Credence	Crdence Acoustic and Ceiling Pvt. Ltd.
		KNAUF	Knauf India Pvt. Ltd.
		Diamond Ceiling	Diamond International Inex Pvt Ltd.
		HunterDouglas	HunterDouglas
24	False Ceiling Members (Perimeter, Ceiling section, intermediates, angles etc,)	Aerolite	Andhra Polymers Pvt. Ltd./Aerolite Industries Pvt. Ltd.
		Saint Gobain	Saint Gobain Gyproc
		KNAUF	Knauf India Pvt. Ltd.
		HunterDouglas	HunterDouglas
		Diamond Ceiling	Diamond International Inex Pvt Ltd.
		Credence	Credence
25	Synthetic enamel paint	Premium gloss enamel	Asian paint Ltd
		Dulux	ICI dulex Ltd
		Nerolac	Nerolac Paints Ltd
		Berger	Berger Paints
26	Pink Primer	Wood primer	Asian paint
		Nerolac	NerolacKansiaNerolac Paints Ltd.,
27	Red Oxide Zinc Chromate Primer	High performance yellow metal primer	Asian paint
		Dulex	ICI dulex
		Nerolac	Nerolac
28	Oil Bound Distemper	Tractor Aqalock	Asian paint
		Dulux (Maxilite)	Dulux
		Nerolac	Nerolac paints
		Berger	Berger Paints
29	Acrylic emulsion	Premium emulsion	Asian paint
		Dulux (Super Cover)	ICI Dulux
		Nerolac (Beauty Gold)	Nerolac
		Berger	Berger Paints
30	Water Proof Cement Paint	Asian exterior wall primer	Asian paint
		ICI DULUX	ICI DULUX
		Berger	Berger Paints
		Snowcem	Snowcem India Pvt. Ltd.

Sr. No.	Material Description	Material	
		Brand	Make
31	Acrylic Smooth exterior paint	Dulux	ICI dulux
		Apex	Asian paints
		Nerolac	Nerolac
		Nippon	Nippon
		Berger	Berger Paints
		Weather Coat long life 15	Berger
32	Premium Acrylic smooth exterior paint with silicon additives	ULTIMA	Asian paint
		Dulux	ICI dulux
		Nerolac Excel Top guard	Nerolac
		WEATHER COAT ANTIDUST/ Weather Coat long life flexo	Berger
33	Cement based wall putty	J.K.wall putty	J K. Cement Ltd.
		Birla wall care	Birla Cements Ltd.,
34	Melamine Polish	Asian paints	Asian paints
		Wembley	Wembley paints and chemicals
		Dulux	ICI dulux
35	Fire retardant paint	Hilti	Hilti India
		Asian Paints	Asian Paints
36	Cement Primer	Asian paints	Asian paints
		Berger	Berger Paints
		Snowcem	Snowcem India Ltd.
37	Epoxy Paint	Asian epoxy	Asian paints
		Nerolac	Nerolac
38	Mirror	Modi Guard	Gujarat Guardian Ltd.
		Saint Gobain	Saint Gobain Glass India Ltd.,
		AIS mirror	Asahi India glass Ltd,
39	Vitreous Commodes/ Washbasin	Hindware	HSIL Ltd.
		Roca	ROCA Bath room products
		Parryware	ROCA Bath Pvt. Ltd ,
		Kohler	Kohler world wide
		CERA	CERA Sanitary ware Ltd.,
		Varmora	Varmora Granito Pvt. Ltd.
40	Flushing Cistern	Parryware	ROCA Bath Pvt. Ltd.,
		Hindware	HSIL Ltd
		CERA	CERA Sanitaryware Ltd.,
41	SWR PVC Pipes & fittings	Supreme	SupermeIndustires Ltd.
		Astral	Astral polytechnik Ltd.
		Finolex	Finolex Industries Ltd.
		Prince	Prince Pipes and fittings
42	Stainless Steel Kitchen sink	Nilkanth	Nilkant
		Nirali	Jvoti (India) matel Industries Pvt Ltd.
		Jayna	Jayna
		Kraus	Kraus Co.
43	Centrifugally Cast (Spun) Iron Soil Pipes	Neco	JayaswalNeco Ltd
		Bengal Iron Corporation	Bengal Iron Corporation
		Kapilansh	Kapilansh Dhatu Udyog Pvt. Ltd
44	G.I.Pipes	TATA	TATA Steel Ltd.,

Sr. No.	Material Description	Material	
		Brand	Make
		HISSAR	HISSAR
		Jindal HISSAR	Jindal Pipes Ltd.,
		Unik	Unik Pipe fittings Co.
45	G.I.Pipes Fittings	TATA	TATA Industries
		Unik	Unikmalleables
		Jindal HISSAR	R-Brand Co.
46	Water Supply Valves	Zoloto	Zoloto Industries
		leader	leader valves Ltd..
		R B	Arco valves Pvt. Ltd.,
		STUD	Nanda Miller company
47	CPVC Pipes and fittings	Supreme	Supreme Industries Ltd.
		Finolex	Finolex Industries Ltd.
		Astral	Astral Polytechnik Ltd.,
		Prince	Prince Pipes and finttinqs Ltd,.
		Birla Aerocon	HIL Ltd.
		Ashirwad	Ashirwad PVC Pipes
48	DI Pipes	Electrosteel	Electrosteel
		Kapilansh	Kapilansh
		Keshoram	Keshoram
49	DI Fittings	Electrosteel	Electrosteel
		Kapilansh	Kapilansh
		Keshoram	Keshoram
50	CP Fittings (Toilet Bathroom and water supply)	Parryware	Parryware
		Roca	Roca bath room products Pvt. Ltd,
		Hindware	HSIL Ltd.
		Jaquar	Jaquar Group
		Kohler	Kohler Co.
51	Centrifugally (spun) Cast Iron	Kesoram	Kesoram Industries Ltd
		Electrosteel	Electrosteel castings Ltd.
		Neco	JayaswalNeco Ltd
		Bengal Iron Corporation	Bengal Iron Corporation
52	Spun Cast Iron Fittings	Kesoram	Kesoram Industries Ltd
		Electro steel	Electro steel castings Ltd.
		Neco	JayaswalNeco Ltd
		Benqal Iron Corporation	Benqal Iron Corporation
53	CI double flanged non return valve	Zoloto	Zolota Industries
		Leader	Leader valves Ltd.
54	Gun metal Valves	Zoloto	Zolota Industries
		Leader	Leader valves Ltd.
55	RCC Pipes (ISI Marked only)	Indian Hume Pipe	Indian Hume Pipe Ltd.,
		Madurai spun pipe	Madurai spun pipe company
		Shri Balaji	Shri Balaji Spun Pipe
		Jain & Co	Jain spun pipes Co.,
56	CI Manhole cover	Neco	JayaswalNeco Ltd.
		Bengal Iron Corporation	Bengal Iron Corporation
		KK	KK Manhole and qratinqs Co Pvt Ltd.,
		Kapilansh	Kapilansh Dhatu Udyog Pvt. Ltd

Sr. No.	Material Description	Material	
		Brand	Make
57	Spun Cast Iron Covers & gratings	Neco	JayaswalNeco Ltd
		Kapilansh Centrifugal	KapilanshDhatuUdyoq(P)Ltd.
		S.K. Foundry	S.K. Foundry
58	Aluminum doors/Windows section	Hindalco	Hindalco Industries Ltd.,
		Jindal	Jindal Aluminium Ltd.,
		Bhagwati Sai	Bhagwati Sai Metal Alloys
		Halco	Halco Aliminium Extrusions
59	Water Proofing compound	Fosroc	Fosroc India
		Smartcare	Asian Paints
		Sika	Sika India
		Dr. Fixit	PidiliteIndustires
60	Membarane Water proofing system	Dr. Fixit	PidiliteIndustires
		Fosroc	Fosroc India
		Smartcare	Asian Paints
61	Chemical Water Proofing system	Sika	Sika India
		Dr. Fixit	PidiliteIndustires
		Fosroc	Fosroc India
		Smartcare	Asian Paints
62	PVC Perforated Pipes	Finolex	Finolex pipes
		Supreme	Supreme Industries
		Prince	Prince piping system
63	Ready smade Gypsum Plaster	Gyproc Cute 100	Gyproc India
		Kanish Plaster	Kanish Plaster
64	Epoxy	Ultra tech	Ultra tech cements Ltd.
		ArdexEndura	ArdexEndura Ltd.
		Dr. Fixit	PidiliteIndustires
		San Harvic,	San Harvic
		Steel Plast	Steelplast Machines
66	PVC Door Frames & Shutters	Rajshri	Rajshri Productions Pvt. Ltd.
		Sintex	Sintex plastic technology Ltd,
67	Non Metalic Floor Surface Harners	FOSROC	Fosroc India
		Pidilite	Pidilite Industries Ltd,
68	Precoated G.I Profile Sheets (using coils produced by Primary Steel producers i.e TATA Steel, JSW Steel or SAIL only)	Durashine	Tata buescope Steel
		Dyna roof	Dyna roof Pvt. Ltd.
		Spectrum	M/s Shalini Roofin Pvt. Ltd.
		Shiv Shakti Fibre Ugyog	Shiv Shakti Fibre Ugyog
69	HDPE Pipes	Supreme	Supreme Industries
		Texmo	Texmo Pipes & products Limited
		Jain	Jain Irrigation systems Limited
70	C.I. Hubless Pipe	Neco	JayaswalNeco Ltd
		Kapilansh	Kapilansh Dhatu Udyog Pvt. Ltd
		BIC	Bengal Iron Corporation
71	Urinal Partition	Greenlam, Milasa, Fundermax, Trepsa	Greenlam, Milasa, Fundermax, Trepsa
72	Curtains	Reliance, D-Décor, Raymond,	Reliance, D-Décor, Raymond

Sr. No.	Material Description	Material	
		Brand	Make
73	Acoustic Wall paneling	Knauf	Knauf India pvt. Ltd
		Credence	Crdence Acoustics and false ceiling ltd.
74	Wooden Fire Door	Navair, Sukri, Promate	Navair, Sukri, Promate
75	GRP Panel Tank	Sintex, Amitex or their equivalent as approved by CE (Shillong)	Sintex, Amitex or as approved
76	Synthetic Plaster	Terraco, Spectrum, NITCO	
77	Baffle Aluminum Panel	Royal Kraft	Manraj Ceiling Products Pvt. Ltd
78	Carpet floor	Ecotone	Ecotone industries Pvt ltd.
		WELSPUN	Welspun group
		Tarkett	Tarkett flooring india Pvt ltd
		Forbo	Forbo Flooring system Pvt ltd.
79	MS Tubes	TATA STRUCTURA	TATA STEEL
		Apollo	APL Apollo Tubes Limited
		NEZONE	NEZONE Pipes ltd.
80	Stainless Steel Tubes	JSW	Jindal Steel
81	PEB/ Pre-Fab Shelters	Shiv Shakti Fibre Ugyog	Shiv Shakti Fibre Ugyog
82	PUF insulated Panels	Shiv Shakti Fibre Ugyog	Shiv Shakti Fibre Ugyog
83	Polycarbonate sheet/ FRP Sheets	Shiv Shakti Fibre Ugyog	Shiv Shakti Fibre Ugyog
84	Concertina Coil	Eastern Weldmesh	Eastern Weldmesh Pvt..Ltd.
		Tata Wiron	Tata Steel Ltd.
		Tirupati Fence	Tirupati Fence Product Pvt. Ltd.

Note:

1. The contractor shall provide above or any other additional brand of materials to be approved by Chief Engineer Shillong before taking supply at site
2. When two or more alternative brands have been mentioned, the brand to be finally used shall be as decided by the Engineer-in-Charge. Nothing extra on this account is payable.
3. All other items shall be of ISI marked/as per approved sample kept at site of work.
4. In case the make of any material is not mentioned in this list, the same shall be got approved from Chief Engineer, Shillong before use.

SCHEDULE OF WORK

Name of Work :- Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

SLNo	Description	Qty	Unit	Rate i/c Cost Index @ 28.97% & After using correction factor on DSR 2023 on account of GST @ 0.973	Amount
1	**FINISHING**				
1.1	Painting with synthetic enamel paint of approved brand and manufacture to give an even shade :				
1.1.1	Two or more coats on new work	157.00	sqm	195.64	30715.00
	Sub-Total				
2	**ROAD WORK**				
2.1	Supplying at site Angle iron post & strut of required size including bottom to be split and bent at right angle in opposite direction for 10cm length and drilling holes upto 10 mm dia. etc. complete.	3620.00	kg	157.80	571236.00

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

2.2	Providing and fixing concertina coil fencing with punched tapeconcertina coil 600 mm dia 10 metre openable length (total length 90 m), having 50 nos rounds per 6 metre length, upto 3 m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape(R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/ sq.mm with tape (0.52 mm thick) and weight 43.478 gm/ metre (cost of M.S. angle, C.C. blocks shall be paid separately)	1012.00	metre	471.58	477239.00
	Total				**1079190.00**

Executive Engineer
Tezpur Central Division
CPWD,Tezpur

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE

केंद्रीयलोकनिर्माणविभाग
CentralPublic Works Department

निविदासंख्या:
NIT No.15/TZCD/226-27/Tezpur

Name of Work: -: Construction of boundary fencing at RRCC, Biswanath Chariali, Assam.

PRICE BID

ठेकेदारकानाम **Name of the Contractor**					
Sl. No.	**Name of component**	**Estimated cost in Rs.**	**Percentage above or below the estimated cost**	**% in Figures**	**Total Cost**
	As per NIT				
1	**Civil Works**	**Rs. 10,79,190/-**			
	GRAND TOTAL	**Rs. 10,79,190/-**			

Correction ..Nil Deletion.. Nil Insertion ..Nil Over writing ..Nil.. AE(P) EE