INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE
(Applicable for inviting open tenders)

The Assistant Engineer, **Bangalore Central Sub Division 3/II Bangalore CPWD, Vijayanagar, Bangalore-560040.** Phone No.080-23358268, (**Email: bcsd3bcd2cpwd@gmail.com**) on behalf of the President of India invites **percentage** rate bid from the approved and eligible CPWD /Non-CPWD contractors (Karnataka state registered experienced travel agencies)

Sl No	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest money	Period of completion	Last date & time of submission of bid	Time & date of opening of bid
1	2	3	4	5		6	7
1	33/2026-27/AE/BCSD3/II (re-call), Bangalore	Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.	**Rs.5,60,096/-**	**Rs.11,202/-**	**8 months**	Up to 15.00 Hrs On 04.11.2026	@ 15.30 Hrs On 04.11.2026

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. The information and instructions for bidders posted on the website shall form part of bid document.
3. The Bid documents consisting of concept plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website https://etender.cpwd.gov.in or www.cpwd.gov.in free of cost.
4. But the bid can only be submitted after deposition of original EMD either in the office of Assistant Engineer inviting bids or Division office of any Executive Engineer, CPWD, within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand Draft or Banker`s Cheque or Fixed Deposit Receipts or / and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of **Executive Engineer, BCD II, CPWD, Bangalore** receipt for deposition of

original EMD to division office of any Executive Engineer (including NIT issuing EE / AE), CPWD and other documents as specified.

5. Those contractors not registered or not have updated their profile on the website mentioned above, are required to get registered / updated their profile beforehand. The necessary training material including the videos with step-to-step process are available on download section of https://etender.cpwd.gov.in.

6. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section of https://etender.cpwd.gov.in.

7. On the opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.

8. Contractor can upload documents in JPG format and PDF format.

9. Contractor must ensure to **quote the percentage rate**. The column meant for quoting rate in figures appears in Yellow color and the moment rate is entered, it turns sky blue.

10. 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).

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

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

1.	Insurance Surety Bonds, Account Payee Demand Draft or Banker`s Cheque or Fixed Deposit Receipts or / and Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of **Executive Engineer, BCD II, CPWD, Bangalore**
2.	Copy of Receipt for deposition of Original EMD issued from any Division office of CPWD where bidder deposited EMD (format of deposition receipt should be as per **Annexure-A**)
3.	**Enlistment order** of the Contractor Registered under of CPWD in appropriate category and valid on the last date of submission of the bids as per the clause 3.5 of enlistment rules of Contractors in CPWD, 2026 or Certificate of Registration of establishment with state government for providing vehicles on hire basis for Non CPWD Contractors.
4.	**GST** registration certificate, if already obtained by the bidder. **OR** If the bidder has not obtained GST registration as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me, I/We shall obtain GST registration certificate, as applicable, within one month from the date of receipt of award letter or before release of any Payment by CPWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me / us on account of the work executed and / or for any action taken by CPWD or GST department in this regard"
5.	Letter of transmittal as per **Annexure – B**
6.	The agency must upload the ERP Training certificate of self or his / her authorized representative regarding successful completion of ERP Training from ERP portal **OR** If the bidder has not obtained **ERP training certificate** as applicable, then he shall scan and upload following undertaking along with bid documents. "If work is awarded to me/us, I/we or my/our authorized representative shall obtain ERP (Enterprise Resource Planning) training through any of the CPWD Regional Training Institutes at Delhi, Mumbai, Chennai and Kolkata, National CPWD Academy (NCA) Ghaziabad, Training arranged by Graduates of ERP "Train the Trainers Programme" conducted by NCA, Ghaziabad or through any other special training arranged by ERP Unit of CPWD within two months from the date of issue of letter of acceptance / intent. Training will be valid only if I/we am/are registered in LMS of ERP and certificate is issued through LMS of ERP".
7.	Work done certificate for NON CPWD Contractors

ASSISTANT ENGINEER
BCSD3/II, BANGALORE

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
O/o THE ASSISTANT ENGINEER
BCSD3/II, Vijayanagar, Bangalore
E-mail: **bcsd3bcd2cpwd@gmail.com**

No. 69 (1)/AE/BCSD3/II/2026-27/291 (H) Dated: 28.10.2026

Copy to:

1) The Executive Engineer-II, CPWD, Bangalore
2) Notice Board.

ASSISTANT ENGINEER BCSD3/II

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

Annexure-I

Receipt of Deposition of Original EMD

Receipt No.: Date:

1. Name of Work: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore-2026-27.

2. NIT No. : 33/2026-27/AE/BCSD3/II (re-call),Bangalore

3. Estimated Cost Total : Rs. **5,60,096/-**

4. Amount of Earnest Money Deposit : Rs. **11,202/-**

5. Last date of submission of bid : **Up to 15:00 Hrs on 04.11.2026**

EMD in favour of **Executive Engineer, BCD-II, CPWD, Bangalore**

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 along with Office stamp

Note :

1. The Executive Engineer of all divisions including NIT issuing division / sub-division 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 above prescribed format of receipt of deposition of original EMD along with NIT.
3. The Assistant Engineer/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 Contractor in a given format uploaded by tender inviting AE. The receipt may also be issued by any subordinate gazetted authority as authorized by the EE/Engineer in Charge/DDH.
4. The Executive Engineer receiving original EMD shall also intimate tender inviting Assistant Engineer about deposition of EMD by the Contractor 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 > close tender > all) that the particular contractor is not L-1 tenderer and work is awarded.
6. The tender inviting Assistant Engineer will call for original EMD of the L-1 tenderer from EMD receiving Executive Engineer immediately.

Annexure-B

LETTER OF TRANSMITTAL

From :

To

The Assistant Engineer
BCSD3/II, CPWD, Vijayanagar.
Bangalore

Subject: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.

Sir,

Having examined details given in tender notice and bid document for the above work, I/we hereby submit the bid along with all required information and documents.

1. I/We hereby certify that all the statements made and information supplied by me/us are true and correct.
2. I/ We have furnished all information and details necessary for bid and have no further pertinent information to supply.
3. I/We also authorize Executive Engineer-II, CPWD, Bangalore to approach individuals, employers, firms and corporation to verify our details, if required.
4. Certificate: It is certified that the information given by me/us in the bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.
5. Contact Details of our authorized representative are as under:
   Name
   Mobile Number:
   Email id:
   Contact Address:

Name of Bidder : Signature(s) of Bidder(s)
Contact Address : Seal of bidder
Email Id of Bidder :
Mobile Number of Bidder(s):

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

CPWD-6

FOR E- TENDERING

The **Assistant Engineer, 3/II Bangalore CPWD, Vijayanagar, Bangalore-560040.** on behalf of the President of India invites **percentage** rate bid from the approved and eligible CPWD /Non-CPWD contractors (Karnataka state registered experienced travel agencies)

Name of work: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.

1 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 Civil Work: **Rs.5,60,096/-** This estimate, however, is given merely as a rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the bids. He will also nominate Division which will deal with all matters relating to the invitation of bids.

For composite bid, besides indicating the combined estimated cost put to bid, should clearly indicate the estimated cost of each component separately. The eligibility of bidders will correspond to the combined estimated cost of different components put to bid.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD-7** (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 **(inclusive of GST and 1% labour welfare cess)** as per various terms and conditions of the said form which will form part of the agreement.

3. The time allowed for carrying out the work will be **8 (Eight)** months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.

4. The site for the work is available.

5 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website https://etender.cpwd.gov.in or **www.cpwd.gov.in** free of cost**.** The standard publications like General Conditions of Contract 2023 for construction works, Delhi Schedule of Rates 2023 (for Civil) and Delhi Schedule of Rates 2021 (for electrical), Specifications for Civil and Electrical works and Delhi Analysis of Rates 2023 (for civil) and Delhi Analysis of Rates 2021 (for electrical) with amendments / correction slips issued up to the previous day of the last date of submission of bid can be seen free of cost from website **www.cpwd.gov.in**. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand. The necessary training

materials including the videos with step-to-step process are available on download section of https://etender.cpwd.gov.in. The intending bidder must have valid class-III digital signature certificate with encryption key (combo type) to perform any operations/ transactions on the e-tendering portal/website and the bidder should download and install the eMsigner on their system as per instructions available on download section of https://etender.cpwd.gov.in

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. The Earnest Money is accepted only in the forms Banker's cheque of a Commercial Bank, Account payee Demand Draft of a Commercial Bank, Fixed Deposit Receipt FDR) of a commercial Bank, Insurance Security Bonds, Bank Guarantee from a commercial Bank (Drawn in favour of **Executive Engineer, BCD-II, CPWD, Bangalore**) shall be scanned and uploaded to the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer (including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) 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 lakhs, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any Commercial bank having validity for six months 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 expiry of stipulated bid validity period or immediately after acceptance of the successful bidder, whichever is earliest. 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 press notice shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, who's original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

9. 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 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 a tenderer does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

11. The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in schedule-E and within the period specified in Schedule-F. This guarantee shall be in the form of Insurance Surety Bonds, Account payee Demand Draft, Fixed Deposit Receipt of Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case of the within the period specified in Schedule-F.

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:** Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27..

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

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition 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 gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. 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 bid for the works shall remain open for acceptance for period of **(30)** days from the date of opening of bids. Further,

    (i) If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department **within 7 days after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit **50% of the earnest money** absolutely irrespective of letter of acceptance for the work is issued or not.

    (ii) If any tenderer withdraws his tender or makes any modification in the terms and conditions of the tender which is not acceptable to the department **after expiry of 7 days after last date of submission of bids**, then the Government shall without prejudice to any 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 bidders 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 CPWD Form 7.

20 In case of any discrepancy is noticed between the documents as uploaded at the time of submission of the bid by the lowest bidder, online and hard copies as submitted physically by him in the office of Assistant Engineer, then the bid submitted by the lowest bidder shall become invalid.

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 an irrevocable Bank Guarantee for Rs. ……. (Rupees …….. only) valid upto …….. (date)*…….. as **Earnest Money Deposit from ……(**name and address of contractor)…….(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR**

Whereas the Executive Engineer ……. (name of division) ……, CPWD on behalf of the President of India (hereinafter called "The Government") has entered into an agreement bearing number ……. with …… (name and address of the contractor) …….. (hereinafter called "the Contractor") for execution of work……. (name of work) …… The Government has further agreed to accept an irrevocable Bank Guarantee for Rs. ……. (Rupees …….. only) valid upto …….. (date) …….. as **Performance Guarantee / Security Deposit / Mobilization Advance** from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

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

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

4. We,…….. (indicate the name of the Bank) ……., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

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

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

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

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

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

Date ……..

Witnesses :

1. Signature ……
   Name and address

   Authorized signatory
   Name
   Designation
   Staff code No.

2. Signature …….
   Name and address

   Bank seal

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

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

CPWD -7

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT
Percentage Rate Tender & Contract for Works

Tender for the work of: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.

(i) To be submitted / uploaded online upto 15.00 Hrs on 04.11.2026 through website https://etender.cpwd.gov.in.

(ii) To be opened online in the presence of tenderers who may be present at 15.30 Hrs on 04.11.2026 in the office of Assistant Engineer,BCSD3/II,CPWD, Vijayanagar, Bangalore Karnataka.

TENDER

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

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

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

A sum of ***Rs.11,202/-*** is hereby forwarded in 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 receipt Demand Draft or Banker's Cheque or Fixed Deposit Receipts or Bank Guarantee of any Commercial Bank is scanned and uploaded.**

If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said **earnest money absolutely.** Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said **performance guarantee** absolutely. The said Performance Guarantee shall be guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained are 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 & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Dated:

Signature of Contractor

Postal Address

Witness:

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

Dated: * Signature …*…….

Designation *…….

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities (Civil) : Page : 62-63

SCHEDULE 'D'

Extra schedule for specific requirements / documents for the work, if any.

--Nil--

SCHEDULE 'E'

Reference to General Conditions of Contract: Applicable GCC is CPWD General Conditions of Contract Construction Works 2023 ~~/ CPWD General Conditions of Contract EPC Projects 2024/ CPWD General Conditions of Contract Maintenance works 2023~~ as modified and corrected upto the previous day of last date of submission of bid

Name of work: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.

1.1 **Estimated cost of work: Rs 5,60,096/-**

(ii) Earnest Money : Rs.11,202/-
(**To be returned after receiving performance guarantee)**

(iii) Performance Guarantee : 5% of tendered value

(iv) Security Deposit : 2.5% of tendered value

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS Officer inviting tender		***Assistant Engineer BCSD3/II, CPWD, Bangalore***
2(v)	**Definitions:** Engineer-in-Charge	***Assistant Engineer BCSD3/II, CPWD, Bangalore or his success or thereof***
2(viii)	Accepting Authority	***Assistant Engineer BCSD3/II, CPWD, Bangalore***
2(x)	Percentage on cost of materials and Labour to cover all overheads and profits	15%

2(xi)	Standard Schedule of Rates	***Delhi Schedule of Rates 2023 with amendments upto last date of submission of bid***
2(xii)	Department	***Central Public Works Department***
9(ii)	Standard CPWD Contract Form	**CPWD Form 7 & GCC 2023 Original works modified & corrected up to the last date of submission of bid**

Clause 1

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

Clause 2

Authority for fixing compensation under clause 2	***Executive Engineer, CPWD Bangalore* or as notified from time to time**

Clause 5

Authority to decide

i)	Extension of time …….	:	**AE/BCSD3/II, CPWD, Bangalore or successor thereof**
ii)	Rescheduling of mile stone ……	:	**Chief Engineer, CPWD, Bangalore or successor thereof**
iii)	Shifting of date of start in case of delay in handing over of site …….	:	**Chief Engineer, CPWD, Bangalore or successor thereof**
	Number of days from the date of issue of letter acceptance for reckoning date of start	:	**7 days**

Table of Mile stones for civil works:

Sl. No	Description of Milestone (Physical) (All floor levels are with reference to lower most Ground level)	Time allowed in months (from date of start)	Amount to be with-held in case of non-achievement of each of the mile stone (% of tendered amount)
	Nil		

Time allowed for execution of work **8** months**.**

CLAUSE 6

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

Mode of measurement **:** CMB / EMB

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment. **Monthly basis**

Clause 7A

Whether Clause 7A shall be Applicable — Yes
(No Running Account Bill shall be paid for the work till the applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge).

Clause 10A

List of testing equipment to be provided by the contractor: - **Not Applicable**

Clause 10B(ii)

Whether Clause 10 B (ii) shall be applicable : **Not Applicable**

Clause 10C:

Component of labour expressed as percent of value of work: Not Applicable

Clause 10CA **:** **Not Applicable**

CLAUSE 10 (CC) **:** **Not Applicable**

Clause 11
Specifications to be followed for execution of work — ***CPWD specifications 2019 Vol I &II (with correction slips upto last date of submission of bid)***

Clause 12

Type of work : Original work

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 : Refer below

12.2 & 12.3	Deviation limit beyond which Clauses 12.2 & 12.3 shall apply for all works.	100% (Hundred percent)

Clause 16
Competent Authority for deciding Reduced rates — ***Chief Engineer CPWD, Bangalore. or as notified from time to time***

Clause 18 — **Not Applicable**

Clause 19C Authority to decide penalty for each default	:	**AE/BCSD3/II, Bangalore or successor thereof**
Clause 19D Authority to decide penalty for each default	:	**AE/BCSD3/II, Bangalore or successor thereof**
Clause 19G Authority to decide penalty for each default	:	**AE/BCSD3/II, Bangalore or successor thereof**
Clause 19K Authority to decide penalty for each default	:	**AE/BCSD3/II, Bangalore or successor thereof**

Clause 25

1	**Conciliator**	The Additional Director General, RB, CPWD, Bangalore
2	**Arbitrator Appointing Authority**	The Chief Engineer (B), CPWD, Bangalore
3	**Place of Arbitration**	Bangalore, Karnataka

Clause 32

Requirement of Technical Representative(s) and recovery Rate

Sl No	Min. Qualification of Technical Representative	Discipline	Minimum Experience	No.	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 32
			Nil		

Clause 38

(i)	(a)	Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates	**DSR 2023 with up to date correction slips.**
(ii)		Variations permissible on theoretical quantities:	
	(a)	Cement	
		For works with estimated cost put to tender more than Rs. 5 lakh.	**2% (Two percent) plus / minus.**
		Bitumen for all works	**2.5% (Two-point five percent) plus only and nil on minus side.**
	(b)	Steel Reinforcement and structural steel sections for each diameter, section and category	**2% (Two percent) plus / minus**
	(c)	All other materials	**Nil**

Provision for Independent External Monitors - Not applicable

TERMS AND CONDITIONS FOR VEHICLE AND DRIVER:

1) The vehicle along with driver should report at 9.00 AM at the office of the Assistant Engineer, BCSD3/II, Vijayanagar CPWD, Bangalore. Normal working hours shall be from 9.30AM to 6.30PM (9 hours per day including one-hour lunch)
2) The Quoted rates are final and inclusive of all taxes, levies of local body, Driver salary, cost of the diesel/oil, maintenance & repair charges of the vehicle, toll charges etc. all complete and nothing extra shall be paid.
3) All the relevant documents/papers of the vehicle like registration, insurance, Emission test certificate and valid driving license of the driver on duty etc. should be available with inspection vehicle. Medical fitness of the driver shall be the responsibility of the agency and the government remains indemnified against any damages and/ or legal action what so ever.
4) The Age/model of the vehicle should not be more than 3 years old on the date of receipt of tender and the vehicle should be in fit condition to the satisfaction of the Engineer-In-Charge.
5) The Vehicle has to be provided on all working days of Government of India.
6) The Engineer-in-charge will have the full power to accept or reject the tender and also to close the contract at any time without assigning any reason.
7) For not providing the vehicle and non-reporting of driver on any day, a recovery will be made from the bill of the Agency at the rate of Rs.2,000/- for each such default.
8) The necessary record of Kilometres run shall be maintained in log book by the agency and shall be got verified from the designated officer every day.
9) Online Payment will be made by NEFT/RTGS by the Executive Engineer-II, CPWD, Bangalore against each of the passed bill by the Engineer in charge. The contractor should submit his PAN and GST copy and bank Account details such as Account Number, IFSC code etc. to Engineer-in-charge soon after the award of work.
10) The vehicle should be kept in neat and clean condition.
11) TDS towards Recovery of income tax as applicable shall be deducted from the bill while making the payments.
12) Inspection vehicle should have a valid taxi permit. Agency has to submit taxi permit to Engineer in charge and the driver deployed should have valid driving license from RTO.
13) The agency should be responsible for payment of minimum wages, EPF & ESI if applicable, Insurance cover and all other statutory payments & facilities as required under prevailing labour laws to the driver deployed on the vehicle.
14) The agency should supply minimum of 1 no of Inspection Vehicle on all working days which should be at least of Mini Sedan or above category.
15) Engineer-In-Charge reserves the right to seek replacement of driver for the reasons like misbehaviour, irregularity etc. and the agency should comply with the direction of Engineer-In-Charge and nothing extra shall be paid.
16) Expenditure for all repairs and maintenance of vehicles to be paid by agency. Nothing extra to be paid.
17) Agency is bound to carry regular maintenance of the vehicle as per direction of Engineer-In-Charge and shall keep the vehicle in fit condition all the times for smooth operation of vehicle.
18) Penalties if any levied by traffic police should be borne by the agency.
19) The vehicle should have commercial Registration from the State Authority.
20) The driver engaged should be well behaved & non-alcoholic. He should maintain the required office decorum and having a driving licence made at least 2 years experience.
21) The Vehicle must be registered with Fast Tag.

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

R.K. JAIN
(EE (Contact)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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)

	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)

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 12/2025
(EE (Contact)

	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)

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)

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 26/12/2023
(EE (Contract)

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)

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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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

R.K. JAIN
(EE (Contact))

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

R.K. JAIN
(EE (Contact))

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

R.K. JAIN
(EE (Contact)

	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.**

28/11/2023
R.K. JAIN
(EE (Contact)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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	The end date of such events shall be recorded by Engineer-in-Charge either during acknowledgment of notice or subsequent to acknowledgement if end date of hindrance is after the date of acknowledgement of notice. **In absence of notice by the contractor, Engineer-in-Charge or his representative(s) may record the events causing delay within 05 (five) days of occurrence of hindrance on ERP portal provided further that not recording of events causing delay by the Engineer-in-Charge does not ipso facto entitle the contractor for any hindrance.**
Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delays under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2 the contractor shall be entitled to only extension of time and no damages.	Such extension of time or rescheduling of milestone**(s)** shall be without prejudice to any other right or remedy of the parties in contract or in law, provided further that for concurrent delay(s) under this sub clause and sub clause 5.2 to the extent the delay is covered under sub clause 5.2, the contractor shall be entitled to only extension of time and **shall have** no **claim of** damages.
5.4 Request for rescheduling of Mile stones or extension of time, to be eligible 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**

R.K. JAIN
(EE (Contact)

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

R.K. JAIN
(EE (Contract)

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**

21 08/11/2023
R.K. JAIN
(EE (Contact)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) **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)।

R.K. JAIN
(Contact)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction 2023/05

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 08.02.2024**

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

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

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	**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 The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion. The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	**Clause 19 Labour Laws to be complied by the Contractor** **No change** **No change** **No change**

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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

This issues with the approval of DG CPWD.

08.02.2024

(वी. पी.साहू)

अधीक्षण अभियंता(सी.एंड एम.)

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

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

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

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD 01.03.2024

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

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

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

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

29/04/2024
R.K. JAIN
(EE (Contact

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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	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.

Sahu 01.03.2024

(V.P. Sahu)

Superintending Engineer (C&M)

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

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

R.K. JAIN 1/2/2024

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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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
R.K. JAIN
(EE (Contact)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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No provision Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	**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 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)

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.

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

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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Clause 8 Completion Certificate Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued.	**Clause 8 Completion Certificate** Within ten days of the completion of the work **or on part completion of one or more building(s) out of independent building in a project or infrastructure project, as per requirement of client or otherwise specified in schedule F,** the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and shall furnish the contractor with a **part or** final **completion** certificate **as the case may be,** indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates.
But no final certificate ..... sum actually realized by the sale thereof.	No change.
Clause 41 **Release of Security deposit after labour clearance** The Security Deposit ..... security deposit and refund the balance amount.	**Clause 41** **Release of Security deposit after labour clearance** No change.
No Provision	**In case, if part completion certificate of work is recorded then security deposit shall be released only after recording final completion certificate of the work and after completion of defect liability period whichever is later or specified otherwise in the contract.**

This issues with the approval of DG CPWD.

Sahu
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)

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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

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Central Public Works Department
Office Memorandum
No. DG/CON/Construction 2023/11
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated:** 03-06-2024

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

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

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

This issues with the approval of DG CPWD.

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

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

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

R.K. JAIN 03/06/2024
EE (Contract)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction-2023/13

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 29.10.2024

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

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

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

1

29.10.24
R K SINGH
EE(Manual)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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

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

This is issued with the approval of DG CPWD.

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

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

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

29.10.24
R K SINGH
EE(Manual)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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.

3/1/25

(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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

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

10.2.25
R K SINGH
EE(Manual)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

	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

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 INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Construction 2023/18
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 16.06.2025**

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

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

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

This issues with the approval of DG, CPWD.

चन्द्रपाल 16/06/2025

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

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

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

16.06.25
R K SINGH
EE(Manual)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Construction-2023/19

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 06.11.2025

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

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

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

This is issued with the approval of DG CPWD.

06.11.2025

(चन्द्र पाल)

अधीक्षण अभियंता (सी.एंड.एम.)

Chander Pal, SE (C&M)

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

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

6/11/25

D.P. Jindal
EE (Contract)

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

Central Public Works Department

N.I.T. No. 33/2026-27/AE/BCSD3/II,(Re-call) Bangalore

Name of Work: Providing /hiring 1(One) Petrol/ Diesel inspection vehicle including driver for official use of, BCSD 3/II, Vijayanagar CPWD Bangalore- 2026-27.

SCHEDULE OF QUANTITIES

Name of the Contractor

Sl. No	Description of work	Quantity	Unit	Rate	Amount
1	Providing and hiring of a mid-segment inspection vehicle (Hyundia Accent, Etios,Maruti Swift Dezire/Honda Amaze or equivalent) in good running condition (less than 3 years old or new car) as per approval of Engineer in charge along with experienced driver having valid motor vehicle driving license. Vehicle should have valid commercial taxi operation registration for Karnataka state, up to date Insurance, road tax, pollution control certificate, toll charges etc. The rate includes consumable like fuel lubricants for running of vehicle up to 1600 Km with daily duty of 9 hours (including a lunch break), vehicle cleaning and upkeep, as well as major/minor repairs, periodical repairs/ services all in accordance with the directions of the Engineer in charge. The quoted rate should be inclusive of all tax and all other incidental charges as per terms and conditions mentioned in this document and as per direction of the Engineer in charge	8	Month	61377.00	4,91,016.00

CORRECTION-NIL INSERTION-NIL
OMMISSION-NIL DELETION-NIL

AE, BSCD-3/II

Sl. No	Description of work	Quantity	Unit	Rate	Amount
2	Extra for additional hours performed over and above 9 hours per day	400	Hour	172.70	69,080.00
				Total	**5,60,096.00**

ABSTRACT

Sl. No.	Name of component	Estimated cost	Percentage above or below the estimated cost	% in Figures	Total Cost
1	**Civil Work**	**5,60,096.00**			-
	Grand Total	**5,60,096.00**			-
					-100.00