केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/01

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 10.11.2023

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

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

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

This is issued with the approval of DG CPWD.

10.11.2023

(वी. पी.साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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

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

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R.K. JAIN

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 08.12.2023

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

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

Existing Provision	Modified Provision
CONDITIONS OF CONTRACT **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

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

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

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

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

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

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

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

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	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.

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अधीक्षण अभियंता (सी.एंड एम.)

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

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केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 18.12.2023

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

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

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

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

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

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estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.	
In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable),	**(a) Non Schedule Extra Item(s)** - The contractor, **shall** within fifteen days of the receipt of order **to execute extra item(s)** or occurrence of the item(s), submit **analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.** **The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in** manufacturer's specification. **Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s).** **The rate of extra item will be** **i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.** **ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.**
failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.	Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

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

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

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

This issues with the approval of DG CPWD.

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

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

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

R.K. JAIN
(EE (Contact)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/04

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

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

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

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

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

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

This issues with the approval of DG CPWD.

08.02.2024

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

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

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/Maintenance 2023/05

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 Maintenance Works

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

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

R.K. JAIN
(EE (Contact)

	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** the modifications thereof or any other laws relating thereto and the rules made there under from time to time.
Clause 20 Minimum Wages Act to be Complied With The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.	**Clause 20 Minimum Wages Act to be Complied With** The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, **Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii)** amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

This issues with the approval of DG CPWD. 01.03.2024

(V.P. Sahu)

Superintending Engineer (C&M)

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

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

29/02/2024

R.K. JAIN

(EE (Contact)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/06
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 01.03.2024

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

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

Existing provision	Modified provision
Clause 7 Payment on intermediate certificate to be regarded as Advances No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. ..... calendar month of the measurements recorded upto previous month as per clause 6.	**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).**

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/Maintenance 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/Maintenance 2023/07
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 05.03.2024

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

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

Existing provision	Modified provision
Clause 19 Labour Laws to be complied by the Contractor	**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)

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

This issues with the approval of DG CPWD.

05.03.2024
(V.P. Sahu)
Superintending Engineer (C&M)

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

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

07/03/2024
R.K. JAIN
(EE (Contact)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/08
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated:** 03-06-2024

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

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

Existing provision	Modified provision
Clause 36 If relative working in CPWD then the contractor not allowed to tender The contractor shall not be *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/ Maintenance **e-file 9135972**

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

17/05/2024
R.K. JAIN
EE (Contract)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/09
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated:** 03-06-2024

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

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

Existing provision	Modified provision
General Rules and Directions Sl. No. 1 to 16	**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 pretence upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor. The above concession shall be allowed only after proper verification of the individual contractor's claim of belonging to SC/ST community.**
Schedule F **No Provision**	**Schedule F** **Price Preference to SC/ST individual contractor is valid upto ..... (date)**

This issues with the approval of DG CPWD.

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

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

21/5/24
R.K. JAIN 10/5/2024
EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

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

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

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

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

Existing provision	Modified provision
Clause 10A Materials to be provided by the contractor The contractor shall ..... as specified in Schedule F.	**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

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)/ Maintenance/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/Mainteance-2023/11

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 29.10.2024

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

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

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

29.10.24
R K SINGH
EE(Manual)

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

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

This is issued with the approval of DG CPWD.

29/10/24

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

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

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

29.10.24
R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

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

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

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

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

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

03.01.25
R K SINGH
EE(Manual)

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

This issues with the approval of DG, CPWD.

31/1/25

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

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

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

03.01.25
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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/13
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated: 31.01.2025**

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

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

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

This issues with the approval of DG, CPWD.

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

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

31.1.25
R K SINGH
EE(Manual)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/14
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
NIRMAN BHAWAN, NEW DELHI **Dated: 10.02.2025**

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

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

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

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Clause 9 Payment of Final Bill	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.	i. The final bill shall be submitted by the contractor **to the Engineer-in-Charge** in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final **completion** certificate furnished by the Engineer-in-Charge whichever is earlier. **At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.** ii. **In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.** iii. **Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, completion certificate, final extension of time case, mandatory tests statement, dismantled materials account and other documents as mentioned in clause-7 A etc.** iv. **An undertaking along the final bill will be submitted by the contractor that "I / we hereby under take that all the measurements/claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter".** v. No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer in

10.2.25
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	charge, will, be made within the period of three months. The period **of three months will be** reckoned from the date of receipt of the bill **in complete shape after necessary corrections / additional documents,** by the Engineer-in-Charge. vi. **In case of foreclosure / determination of contract, if the contractor fails to submit the EOT case, final measurement /bills within 30 days of foreclosure/ determination, the final bill will be prepared and decided by the department. The final bill shall only be paid after withholding amount equivalent to maximum compensation to be levied on the contractor.**
If the final bill is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @ 5 % (five percent) per annum shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.	vii. If the final bill, **in complete shape,** is submitted by the contractor within the period specified above and delay in payment of final bills is made by the department after prescribed time limit, a simple interest @5% (five percent) per annum **may** be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor **contains all the documents as mentioned in para – (iii) & (iv) above.**
Schedule F **Clause 8** No Provision	**Schedule F** **Clause 8** **Competent Authorities to inspect and issue completion certificate .....** **(To be filled by NIT approving authority).**

This issues with the approval of DG, CPWD.

10/4/2021 10/2/25

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

Issued from file No. CSQ/CM/17(1)/2025/Maintenance
e-file 9190123 (DFA/9315616)
केलोनिवि तथा लोनिवि दिल्ली के सभी अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु।
(केलोनिवि वेबसाईट के माध्यम से)

10.2.25
R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

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

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

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

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

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

This issues with the approval of DG, CPWD.

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

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

R K SINGH
EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/16
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

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

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

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

Existing provision	Modified provision
Clause 25.2 **(b) Qualification of Arbitrators**: It is a term of this contract that each member of the Arbitral Tribunal shall be Graduate Engineer with experience in execution of public works engineering contracts, and he should have worked earlier at a level not lower than the Chief Engineer (equivalent to level of Joint Secretary to the Government of India). The aforesaid educational qualification and work experience shall be mandatory for appointment as Arbitrator. The age of Arbitrator at the time of appointment shall not exceed 75 years. An Arbitrator may be appointed notwithstanding the total number of active arbitration cases with him.	**Clause 25.2** **(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 / Maintenance 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)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance-2023/17

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 Maintenance Works.

The clause 19L in GCC-2023 for Maintenance 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

(चन्दर पाल, अधी. अभि.) (सी. एण्ड एम.)
Chander Pal, SE (C&M)

अधीक्षण अभियंता (सी.एण्ड एम.)

Issued from file No. CSQ/CM/17(1)/2024/ Maintenance **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)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/18
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD
VIDYUT BHAWAN, NEW DELHI **Dated: 27.02.2026**

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

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

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

27/2/26
EE(C)
D.P. Jindal
EE (Contract)

(ii) Performance Guarantee : 5% of tendered value.	(ii) Performance Guarantee : **(a)** 5% of tendered value **or Estimated Cost Put to Tender (ECPT) (whichever is higher).** **(b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the Performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.**
Sl. No. (iii)	No change

This issues with the approval of DG, CPWD.

27.02.2026

(चन्दर पाल) (सी.एण्ड एम.)
Chander Pal, SE (C&M)
अधीक्षण अभियंता (सी.एंड एम.)

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

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

27/2/26
EE(C)
D.P. Jindal
EE (Contract)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/19
ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi Dated: 25.03.2026

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

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

Existing provision	Modified provision
Clause 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal	**Clause 6: Computerized Measurement Book (CMB)/ Electronic Measurement Book (EMB) through CPWD ERP portal**
Engineer-in-Charge …….. with the contract.	Engineer-in-Charge …….. with the contract.
All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded by the contractor and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month.	All measurements and levels of work done during the period covering latter half of the preceding calendar month and first half of the calendar month shall be recorded **either** by contractor **or jointly by department and contractor as specified in Schedule F** and compiled in the shape of the Computerized Measurement Book (CMB) / Electronic Measurement Book (EMB) through CPWD ERP portal / Computerized Level Book (CLB) respectively having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works executed under the contract during the said period. The proforma Computerised Measurement and level books (along with soft copy) shall be submitted in triplicate through letter of transmittal to the Engineer-in-charge giving details of number of CMBs / CLBs and their number of pages by 20th day of every calendar month..
In case of EMB, …… calendar month.	**No change.**

25/3/26
D.P. Jindal
EE (Contract)

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

25/3/21

D.P. Jindal
EE (Contract)

Mode of measurement : CMB / EMB Note:- One option to be kept by NIT approving authority	**(a)** Mode of measurement: CMB/ EMB **(b) Measurement to be recorded either by contractor or jointly by department and contractor.** **Note:-Only** one option to be kept by NIT approving authority **in (a) and (b)**

This issues with the approval of DG, CPWD.

25.03.22

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

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

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

25/3/22

D.P. Jindal
EE (Contract)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/20

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi Dated: 18.08.2026

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

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

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

L. S. Meena
AE (C-II) 18-8-2026

Ajay Kumar
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to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate specified in schedule 'F' per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding. Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores. For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled workers engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. For work costing more than Rs. 50 Crores, the contractor shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in coordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be born by the Government. The necessary space and workers shall be provided by the contractor and no claim what so ever shall be entertained.	**workers at site under the Recognition of Prior Learning (RPL) program, conducted by awarding bodies recognized under NCVET or any institute recognized/certified by the State or Central Government for this purpose. The cost of such recognition/training, including the infrastructure required at site, shall be borne by the Contractor. The tradesmen undergoing training shall be paid their wages by the contractor for period during the training, and no reimbursement in this respect shall be made by the Government.** This provision shall not be applicable for works with **an** estimated cost put to tender **of** less than ₹5 Crore **in case of construction works and less than ₹50 Lakh in case of maintenance works**. **In the event, the contractor fails to provide the mandatory training to the tradesmen, a penalty of ₹1,000 per day per tradesman falling short of the required 20% target shall be imposed on the Contractor. Decision of Engineer in Charge shall be final and binding in this regard.**

This issues with the approval of DG CPWD.

18.08.26

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

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

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

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L. S. Meena 18-8-2026
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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance-2023/21

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi Dated:22.10.2026

Subject: Modifications in Conditions of Contract, Clause 19, Clause 20, Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors, C.P.W.D. Contractor's Labour Regulations and Appendix A to G of GCC 2023 Maintenance Works

The following modifications are made in the Conditions of Contract, Clause 19, Clause 20, Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors, C.P.W.D. Contractor's Labour Regulations and Appendix A to G of GCC 2023 Maintenance Works with reference to New labour Codes.

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions**	**CONDITIONS OF CONTRACT** **Definitions**
2. In the contract, the following expression shall, unless the context otherwise requires, hereby respectively assigned to them:-	**No change**
Sl. No. (i) to (xx)	**No change**
(xxi) Hazardous works: Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.	(xxi) Hazardous works: Hazardous process/works are the works as defined in **- The First Schedule [Section 2(za)] of The Occupational Safety, Health, and Working Conditions Code ,2020.**
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 license under the said Act before the commencement of the work, and continue to have a valid license until its completion.	**Clause 19 Labour Laws to be complied by the Contractor** The contractor shall comply with the provisions of: **1. The Code on Wages, 2019** **2. The Occupational Safety, Health and Working Conditions Code, 2020** **3. The Industrial Relations Code, 2020** **4. The Code on Social Security, 2020.**

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	The Contractor shall also comply with all amendments, notifications, rules, regulations, and statutory modifications issued in relation to the above enactments from time to time.
	The Contractor shall, before commencement of the work and thereafter throughout the execution of the contract, obtain and maintain valid registration through the Shram Suvidha Portal in accordance with Chapter II (Registration) of the Occupational Safety, Health and Working Conditions Code, 2020, for each establishment employing ten (10) or more workers. The Contractor shall submit copies of such registration and subsequent renewals/updates, wherever applicable, to the Engineer-in-Charge as and when demanded. Any consequences arising out of non-compliance with the statutory provisions shall be solely borne by the Contractor.
	The Contractor may obtain a Single Licence, including an All India Single Licence, wherever eligible under the Code. In cases where the contract work involves the engagement of fifty (50) or more contract workers, the Contractor shall obtain the requisite work-specific (work-based) Labour Licence prior to deployment of such workers at the site.
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	The contractor shall also comply with provisions/rules of the Inter-State Migrant Workmen **according to chapter XI of the Occupational Safety, Health and Working Conditions Code, 2020.**
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**

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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.	The contractor shall also comply with the provisions**/rules relating to the building and other Construction Workers covered under the Occupational Safety, Health and Working Conditions Code, 2020.**
The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time. Any failure to fulfill these requirements shall attract the penal provisions of the relevant act and in this contract.	**No Change** **No Change**
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. 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.	**Clause 19 B Payment of Wage** **(i)** The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than **minimum wages as per the provisions of the code on wages, 2019 amended time to time.** 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.
(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged	(ii) **The time limit for payment of wages for different wage periods as per Code on Wages, 2019 are as under:**

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	by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.		**Wage Period** / **Time limit for payment of wages** **Daily** / **At the end of the shift** **Weekly** / **Before the weekly Holiday** **Fortnightly** / **Within two days of the end of the fortnight** **Monthly** / **Within seven days of next month**
(iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature 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.	(iii)	**The Contractor shall comply with all provisions relating to payment of wages, overtime wages and non-discrimination in employment and remuneration under the Code on Wages, 2019 and the rules made thereunder, as amended from time to time.**
(iv)	(a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker	(iv)	**The adjudication of wage disputes shall be governed by the provisions of the Code on Wages, 2019. However, in the event of any grievances raised by the contract labourers relaing to health,**

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or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations. (b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-Charge concerned. In the case of Union Territory of Delhi, however, as the all inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/ 43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.	**working conditions and wages, initially the same shall be invariably referred to the Committee constituted by the establishment, under Rule 184 of Chapter XIV of the OSHWC Code 2020 and the employing contractor shall appear before the Committee in the matter without fail.** **The Inspector-cum-Facilitator or another designated authority notified by the Central Government will decide disputes under code.**
(v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) and the modifications thereof or any other laws relating thereto and the rules made there under from time to time.	(v) The Contractor shall comply with **all** provisions **relating to fines, deductions and recoveries from wages under the Code on Wages, 2019 and the rules made thereunder, as amended from time to time.**

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(vi) The contractor shall indemnify and keep indemnified Government against payments to be made under and for the observance of the laws aforesaid and the C.P.W.D. Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.	**Deleted**
(vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.	**Deleted**
(viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.	**Deleted**
(ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.	**Deleted**
Clause 19F Leave and pay during leave shall be regulated as follows:-	**Clause 19F** **Maternity Benefit** **The Contractor shall comply with all provisions relating to maternity benefits under the Code on Social Security, 2020 and the rules made thereunder, as amended from time to time.** **A woman employee is eligible for maternity benefit if she has worked for at least 80 days in the 12 months immediately preceding the expected date of delivery.**
1. Leave : (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4	1. Leave: (i) In the case of delivery - maternity leave not exceeding **10 weeks**, 4

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weeks up to and including the day of delivery and 4 weeks following that day, (ii) in the case of miscarriage - upto 3 weeks from the date of miscarriage. (iii) **No Provision**	weeks up to and including the day of delivery and **6 weeks** following that day. (ii) In the case of miscarriage **or medical termination of pregnancy- up to 6** weeks **immediately following the day of miscarriage or medical termination.** (iii) **In the case of tubectomy operation, - up to 2 weeks immediately following the day of her tubectomy operation.**
2. Pay : (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater. (ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.	2. Pay: (i) **Every eligible woman worker shall be entitled to maternity benefit for the period of her maternity leave. The maternity benefit shall be paid at the rate of her average daily wages, calculated on the wages earned during the three calendar months immediately preceding the commencement of her maternity leave, subject to the minimum wage prescribed under applicable laws.** (ii) In the case of miscarriage **or medical termination** - leave pay at the rate of **maternity benefits as mentioned in para (i).**
3. Conditions for the grant of Maternity Leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.	3. **Medical Bonus: If the employer does not provide free pre-natal and post-natal care, the woman is entitled to a medical bonus of ₹3,500 or such amount as may be notified by the central government**
No Provision	4. **Nursing Breaks; after resuming duty after childbirth, a woman is entitled to two breaks during the day for nursing the child until the child attains the age of 15 months.**

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No Provision	5. **Protection Against Dismissal; No employer shall dismiss or discharge a woman during her pregnancy or during the period of maternity benefit.**
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.	6. **No Change**
Clause 19G In the event of the contractor(s) ..... such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the ..... cost of the contractor(s).	**Clause 19G** In the event of the contractor(s) ..... such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. **25000/-** per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. **No Change**
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.	**Clause 20** **Code of Wages to be complied for Minimum wages, Bonus & Gratuity**: - The contractor shall comply with the provision of minimum wages **of code on wages, 2019 amended from time to time.** **I. The contractor shall comply with all provision relating to Bonus including eligibility calculation, disqualification, payment and disbursement thereof, shall maintain all registers, records and returns in accordance with the Code of wages 2019 and amended time to time.** **II. Contractor shall pay gratuity and all other social security benefits payable to workers engaged by him in accordance with Code on Social Security 2020 and rules made there under and amended from time to time.**

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Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors	Model Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors
1. **APPLICATION** These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.	1. **APPLICATION** These rules shall apply to all buildings and construction works in charge of Central Public Works Department/ PWD (DA) in which **ten** or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.
2. **DEFINITION** Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.	2. **DEFINITION** Work place means a place where **ten** or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.
3. **FIRST-AID FACILITIES** (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.	3. **FIRST-AID AND MEDICAL APPLIANCES** (i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, **atleast one** first-aid box **or cup-board for 200 contract labour or part thereof ordinarily employed. Where the number of contract laborers exceeds 200, additional first-aid boxes or cupboards shall be provided proportionately.**
(ii) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment:- (a) For work places in which the number of contract labour employed does not exceed 50- Each first-aid box shall contain the following equipments:- 1. 6 small sterilised dressings. 2. 3 medium size sterilised dressings.	(ii) **Every** first-aid box **or cupboard** shall be distinctly marked with a red cross on white back ground and shall contain the following equipments:- **1. Appropriate number of small, medium and large sized sterilized dressings pads.** **2. Appropriate number of large size sterilized burn dressings pads.** **3. Appropriate number of packets**

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3. 3 large size sterilised dressings. 4. 3 large sterilised burn dressings. 5. 1 (30 ml.) bottle containing a two per cent alcoholic solution of iodine. 6. 1 (30 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label. 7. 1 snakebite lancet. 8. 1 (30 gms.) bottle of potassium permanganate crystals. 9. 1 pair scissors. 10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institutes, Government of India. 11. 1 bottle containing 100 tablets (each of 5 gms.) of aspirin. 12. Ointment for burns. 13. A bottle of suitable surgical antiseptic solution. (b) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments. 1. 12 small sterilised dressings. 2. 6 medium size sterilised dressings. 3. 6 large size sterilised dressings. 4. 6 large size sterilised burn dressings. 5. 6 (15 gms.) packets sterilized cotton wool. 6. 1 (60 ml.) bottle containing a two per cent alcoholic solution iodine. 7. 1 (60 ml.) bottle containing salvolatile having the dose and mode of administration indicated on the label. 8. 1 roll of adhesive plaster. 9. 1 snake bite lancet. 10. 1 (30 gms.) bottle of potassium permanganate crystals.	**of sterilized cotton.** **4. Sufficient quantity of Cetrimide solution (1%-3%) or a suitable antiseptic solution (10% Povidone Iodine).** **5. Pair of scissors, Tweezers, Tourniquet and disposable gloves.** **6. Adequate adhesive Tapes and adhesive Bandage Tape of different sizes.** **7. Adequate Elastic crepe bandages of different sizes.** **8. Sterilized eye pads.** **9. Strips containing analgesic (Paracetamol-650 mg) and Antacid and adequate number of ORS Sachets.** **10. Pain relief / analgesic spray.** **11. Polythene wash bottles (Normal Saline or Distilled Water).** **12. Adequate Roller bandages of different sizes.** **13. Adequate and suitable splints.** **14. Resuscitation equipment such as ambu bag.** **15. Tablets such as Asprin, Isosorbide Di-nitrate.** **16. Anti-allergic medicine, eye drops.** **17. One copy of First-aid leaflet which includes emergency contact numbers of nearby hospital.**

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11. 1 pair scissors. 12. 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institutes /Government of India. 13. A bottle containing 100 tablets (each of 5 gms.) of aspirin. 14. Ointment for burns. 15. A bottle of suitable surgical antiseptic solution.	
(iii) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.	(iii) **No change**
(iv) Nothing except the prescribed contents shall be kept in the First-aid box.	(iv) Nothing except the prescribed contents shall be kept in the First-aid box **or Cupboard.**
(v) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.	(v) The first-aid box **or Cupboard** shall be kept in charge of a **worker or supervisor who holds a certificate in first-aid treatment and** who **is** always be readily available during the working hours.
(vi) A person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.	**Deleted**
(vii) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.	(vi) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. **Dispensary or ambulance room shall be established and maintained in good order at convenient location in or nearby premises and have adequate space to ensure privacy and facilitate the examination of patients. It shall be provided with suitable lighting, ventilation, and an adequate supply of potable water.**
No Provision	(vii) **Dispensary or ambulance room should run round the clock or during working hours as the case may be. Dispensary or ambulance room should be under the charge of**

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	a full time qualified medical practitioner appointed directly by the contractor and is assisted by adequate number of paramedical staffs (at least one nurse and one General Duty Assistant-Healthcare or Nursing Assistant).
No Provision	(viii) The Dispensary or ambulance room shall contains at least the equipment as mentioned below 1. Glazed sink with hot and cold-water supply 2. Table with Chairs, Refrigerator 3. Suitable solution or Equipment for medical instruments sterilization 4. Patient Examination table or couch with pillow, Washable Rubber Sheets, Blankets, Towels 5. Appropriate number of Medium size sponge forceps 6. Kidney tray 7. Antiseptic soaps 8. Clinical thermometers 9. Hand torch 10. Adequate number of tetanus toxoid injection 11. Tablets – Antihistaminic, Antispasmodic, Antipyretic (Paracetamol), Antacid, Antiemetics 12. Tablets-Isosorbide Dinitrate (5 mg), Aspirin (75mg) + Atorvastatin (20mg) + Clopidogrel (75mg) 13. ORS Sachets 14. Injection: Atropine, Adrenalin, Hydrocortisone, Furosemide, local anaesthetics 15. Disposable Syringes with needles of different sizes and needle holder 16. Suturing needles and materials 17. Pair of dissecting forceps 18. Pair of dressing forceps 19. Pair of artery forceps

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	20. Surgical scissors 21. Scalpel 22. Stethoscope 23. Rubber bandage – pressure bandage 24. Oxygen cylinder/Oxygen Concentrator with necessary attachments 25. One Blood Pressure apparatus 26. Appropriate number of Normal Saline Bottle, Ringer Lactate Solution, 5% Dextrose Solution, 25% Dextrose Solution. 27. Green (18G), Pink (20G) and Blue (22G) Intravenous (IV) Cannula and suitable fixator 28. Disposable Intra venous Infusion Set 29. Intravenous Infusion Stand 30. Blood Glucose Monitoring Kit 31. Biomedical Waste Management Bins as per statutory requirement 32. Adequate number of Plain wooden splints of appropriate sizes or any other suitable splints 33. Wheelchair 34. Scoop stretcher 35. Adequate small, medium and large sterilized dressings 36. Adequate sterilized burn dressings 37. Adequate packets of sterilized cotton 38. Antiseptic solution like Cetrimide (1%-3%) or Povidone Iodine (10%) solution 39. Roll of adhesive bandages and adhesive Tapes of different sizes. 40. Elastic crepe bandages of different sizes. 41. Adequate Pieces of sterilized eye pad. 42. Adequate roller bandages of different sizes. 43. Tourniquet

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	44. Disposable gloves **45. Tweezers** **46. Pulse Oximeter.** **47. Suitable Suction unit with equipment** **48. Resuscitation equipment such as Automated External Defibrillator and ambu bag.** **49. Any other equipment recommended by the qualified medical practitioner according to the specific need.**
No Provision	(ix) **A Notice containing details of first-aid facilities, along with the name, contact detail of the person in-charge and the nearest hospitals, shall be displayed at a conspicuous place in English or Hindi and in local language.**
(viii) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.	(x) **No change**
Sl. No. 4 & 5	**No change**
6. **LATRINES AND URINALS** (i) Latrines shall be provided in every work place on the following scale namely :- (a) Where female are employed, there shall be at least one latrine for every 25 females. (b) Where males are employed, there shall be at least one latrine for every 25 males. Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.	6. **LATRINES AND URINALS** (i) Latrines shall be provided in every work place on the following scale namely:- (a) Where female are employed, there shall be at least one latrine for every **15** females. (b) **No Change** Provided that, where the number of males **workers exceeds 25 and** female **workers** exceeds **15 additional Latrines shall be provided proportionately.**
Sl. No. (ii) to (iv)	**No Change**

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(v) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.	(v) **At every workplace, adequate urinal facilities shall be provided for male workers at the rate of not less than one (1) urinal for every 15 male workers or part thereof ordinarily employed. Additional urinals shall be provided proportionately whenever the number of male workers exceeds fifteen (15).**
Sl. No. (vi) to (ix)	**No Change**
No Provision	**(x) Contractor shall provide adequate Mobile Toilets wherever required.**
7. **PROVISION OF SHELTER DURING REST** At every place there shall be provided, free of cost, four suitable sheds, two for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft.) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sq.m. (6 sft) per head. Provided that the Engineer-in-Charge …..... for the purpose.	7. **PROVISION OF SHELTER DURING REST** At every place there shall be provided, free of cost suitable sheds for the use of men and women labour **for rest, at least one for male works and at least one for female works separately. The roof of such sheds should be at suitable height from the floor level and there is sufficient floor area for workers**. **No Change**
8. **CRECHES** (i) At every work place, at which 20 or more women worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.	8. **CRECHES** (i) At every work place, at which **50** or more worker are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19H (ii) a, b & c.
Sl. No. (ii) to (iii)	**No Change**

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(iv) The contractor shall provide one ayaa to look after the children in the creche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.	(iv) The contractor shall provide one ayaa to look after the children in the creche when the number of workers does not exceed 50 and two when the number of exceed 50. **Police verification of the in charge of crèche, support staff and guards is mandatory.**
Sl. No. (v)	**No Change**
No Provision	(vi) **Contractor must allow the woman worker four visits per day to the crèche, including her lunch interval.**
9. **CANTEENS** (i) In every work place where the work regarding the employment of contract labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.	9. **CANTEENS** (i) **No Change.**
(ii) The canteen shall be maintained by the contractor in an efficient manner.	(ii) **The contractor shall provide and maintain the canteen as per norms prescribed for the purpose.**
(iii) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.	(iii) **The canteen shall be provided in or adjacent to the precincts of the establishments, and maintained to provide nutritious, wholesome and healthy food for workers.**
Sl. No. (iv) to (viii)	**No Change**
(ix) The dining hall shall accommodate at a time 30 percent of the contract labour working at a time.	(ix) The dining hall shall **be designed, maintained and equipped to** accommodate **a sufficient number of employees ordinarily using the facility at any one time, without overcoming and in a manner conducive to their health, safety and confort** at a time 30 percent of the contract labour working at a time.
(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sft) per diner tobe accommodated as prescribed in sub-Rule 9.	(x) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall be **sufficient and should be separated from any place where a hazardous substance may contaminate food, dishes or utensils.**

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(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number. (b) Washing places for women shall be separate and screened to secure privacy.	(xi) (a) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers **and person with disabilities employees.** (b) Washing places for **male, female, transgender and person with disabilities employees are** separate and screened to secure
(xii) Sufficient tables, stools, chair or benches shall be available for the number of diners to be accommodated as prescribed in sub-Rule 9.	(xii) Sufficient tables stools, chair or benches shall be available for the number of diners to be accommodated.
Sl. No. (xiii) (a)	**No Change**
(xiii) (b) 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained. Sl. No. (b) 2 & 3	(xiii) (b) 1. Suitable clean clothes for the employees, serving in the canteen shall be provided and maintain. **Each food handler is trained and instructed in food handling practices that prevent the contamination of food ; and** **No person who is suffering from a communicable disease is allowed to work as a food handler.** **No Change**
(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.	(xiv) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour **and should be nutritious, wholesome and healthy food.**
(xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' and shall be conspicuously displayed in the canteen.	(xv) The charges for foodstuffs, beverages and any other items served in the canteen shall be based on 'No profit, No loss' **wherein the rates are fixed by canteen management committee as per norms** and shall be conspicuously displayed in the canteen.
Sl. No. (xvi) and (xvii)	**No Change**
Sl. No. 10	**No Change**

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No Provision	11. Lighting (Illumination) - New The Contractor shall ensure that: (i) All workplaces, access routes, and welfare/utilities areas are provided with adequate natural and/or artificial lighting during working hours and emergencies, suitable for the nature of work. Natural lighting shall be utilized wherever feasible. (ii) Artificial lighting shall be provided wherever daylight is inadequate or unavailable to maintain safe working conditions. (iii) Workplaces where failure of artificial lighting may create a safety risk shall be equipped with automatic emergency lighting of adequate intensity, powered by an independent energy source and maintained in serviceable condition at all times.
No Provision	12. Cleanliness and Hygiene The Contractor shall ensure that: (i) The worksite, premises, and surrounding areas are kept clean, hygienic, and sanitized at all times. (ii) Adequate space is provided for safe storage of materials and equipment. (iii) Scrap, waste, and debris are removed regularly from the site. (iv) Unused loose materials shall not be allowed to accumulate or obstruct access, egress, workplaces, or passageways. (v) Slippery floors, workplaces, and passageways shall be promptly cleaned and made safe using sand, sawdust, or other suitable materials.

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	(vi) Effective drainage shall be provided in wet work areas to maintain dry, non-slippery conditions, and necessary PPE shall be supplied free of cost to workers. (vii) Suitable arrangements shall be made for daily collection, storage, treatment, and disposal of all waste under proper supervision.
No Provision	13. Ventilation, temperature and humidity (i) Adequate ventilation shall be provided and maintained at all workplaces to remove smoke, fumes, steam, dust, and harmful gases, ensure sufficient oxygen supply, and control temperature and humidity within safe limits. (ii) Where work generates excessive heat, suitable protective measures such as process isolation, insulation of hot surfaces, or other effective controls shall be provided to safeguard workers.
No Provision	14. Precautions Against Dust, Noxious Gases, Fumes and Other Impurities – (i) The Contractor shall take all practicable measures to minimize emission of dust, gases, fumes, and vapours, and ensure worker exposure remains within permissible safe limits. (ii) No worker shall be permitted to enter any workplace or confined space until levels of dust, fumes, vapours, or harmful gases have been reduced to within permissible limits and the area is certified safe for entry. (iii) Workers shall be provided with mask free of cost and allowed to wearing mask

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No Provision	**15. Annual Health examination of workers** **Contractor shall arrange to conduct free of cost medical examination for workers who has completed 40 years of age by qualified medical practitioner/ESIC and a certificate shall be provided to the worker in FORM-VIII of OSH Central Rules.**
No Provision	**16. Bathing Places** **Where workers are engaged in dusty, dirty, hazardous, sewerage or similar operations, suitable, separate and sufficient bathing places and locker facility, as may be necessary owing to the nature of work, at easily accessible places with regular and adequate supply of water including soap and towels for bathing shall be provided at easily accessible locations. These facilities shall be properly demarcated, with gender specific signage.**
11. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.	**Deleted**
12. AMENDMENTS Government may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.	**17. AMENDMENTS** **The Government may, from time to time, amend, alter, add to, modify or relax any provision of these Rules and issue such instructions, orders or directions as may be considered necessary for carrying out the purposes of these Rules and for removing any difficulties arising in their implementation.**

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C.P.W.D. Contractor's Labour Regulations	C.P.W.D. Contractor's Labour Regulations
Sl. No. 1	**No Change**
2. DEFINITIONS	**2. DEFINITIONS**
Sl. No. (i)(a)	**No Change**
(b) Who, being employed in a supervisory capacity *draws wages exceeding five hundred rupees per mensem* or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or	(b) Who, being employed in a supervisory capacity or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature: or
(c) Who is an out worker, ... and management of the principal employer.	(c) **No Change .**
No person below ..... non-hazardous works/process.	**No Change**
(ii) Fair Wages means wages whether for time or piecework fixed and notified under the provisions of the Minimum Wages Act from time to time.	**Deleted**
(iii) Contractors shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.	**(ii) No Change**
(iv) Wages shall have the same meaning as defined in the Payment of Wages Act.	**(iii)** Wages shall have the same meaning as defined in the **Code on Wages 2019.**
3. WORKING HOURS	**3. WORKING HOURS**
(i) Normally working hours of an adult employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.	**(i) The number of hours of work which shall constitute normal working day for an employee whose wage period is on a daily basis shall be eight hours and interval for rest.**

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(ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages. (iii) (a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not. (b) Where the minimum wages prescribed by the Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days. (c) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.	**(ii) The number of hours of work which shall constitute a normal working day for an employee whose wage period is other than on a daily basis shall be so fixed that the total number of weekly working hours shall not exceed forty eight hours.** **(iii) Every employee shall be granted a weekly holiday, ordinarily on Sunday.** **(iv) The employer may designate a different day as the weekly rest day for an employee or a group of employees.** **(v) If the establishment follows a 6-day working week, the rest day is Paid day.** **(vi) An employee becomes entitled to the weekly rest only after working continuously for at least 6 days under the same employer in a six-day working week.** **(vii) When an adult worker is made to work for more than 8 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.** **(viii) The worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.** **(ix) Where a contractor is permitted by the Engineer-in-Charge to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.**
4. DISPLAY OF NOTICE REGARDING WAGES ETC. The contractor shall before he	**4. DISPLAY OF NOTICE REGARDING WAGES ETC.** The contractor shall before he

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commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.	commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work notices in English, **Hindi,** and in the local Indian languages spoken by the majority of the workers. **The notices should include:- Name and address of the contractor/agency, working hours, wage rates and wage period, wage payment dates, details of accidents and dangerous occurrences during the last five years, name and address of the jurisdictional Inspector-cum-Facilitator, dates of payment of any unpaid wages, any other relevant information for workers.**
Sl. No. 5	**No Change**
FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:- (a) Fines (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent. (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default. (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register. (e) Any other deduction which the Central Government may from time to time allow.	**6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES** **(i)** (a)to(e) **No Change**

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(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.	(ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the **Deputy** Chief Labour Commissioner.
Note :- An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X	**Deleted**
Sl. No. (iii) to (iv)	**No Change**
(v) No fine imposed on any worker shall be recovered from him by instalment, or after the expiry of sixty days from the date on which it was imposed.	(v) No fine imposed on any worker shall be recovered from him by installments or after the expiry of **ninety** days from the day on which it was imposed.
No Provision	**(vi) No fine shall be imposed on any employee who is under the age of fifteen years.**
(vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.	**(vii) No Change**
LABOUR RECORDS (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL (R&A) Central Rules 1971 (Appendix IV)	**7. LABOUR RECORDS** **(i) The Contractor shall maintain all registers, records, and statutory documents either electronically or in physical form as mentioned below.** **(a) Wage Slip (Form V) – Appendix-'F'** **(b) Attendance cum Muster Roll (Form IX)- Appendix-'A'** **(c) Register of Employees (Form-XIII) – Appendix-'B'** **(d) Register of Overtime, Wages and Deduction (Form-XV) –Appendix-'C'** **(e) Register of Dangerous Occurrences / accidents (Form-XI) – Appendix-'D'** **(f) Appointment letters – Appendix – 'E'**

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(ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).	(ii) Contractor shall also maintain EPF, ESI, Cess, Gratuity, Maternity benefit, employee compensation records.
(iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI). (iv) Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars: (a) Full particulars of the labourers who met with accident. (b) Rate of Wages. (c) Sex (d) Age (e) Nature of accident and cause of accident. (f) Time and date of accident. (g) Date and time when admitted in Hospital, (h) Date of discharge from the Hospital. (i) Period of treatment and result of treatment. (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer. (k) Claim required to be paid under Workmen's Compensation Act. (l) Date of payment of compensation. (m) Amount paid with details of the person to whom the same was paid. (n) Authority by whom the compensation was assessed. (o) Remarks	(iii) The Contractor shall be solely liable for all penalties, fines, interest and other liabilities arising out of non-compliance with record-keeping and other statutory obligations. **(iv) Any failure by the Contractor to maintain or submit the statutory registers, records, or returns required under applicable law shall constitute a violation of the relevant legal requirements. The Contractor shall be solely responsible for and shall bear all penalties, fines, interest, damages, costs, and other liabilities arising from such non-compliance.** **A notice showing wage period, date and time of disbursement of wages of contract labour shall be displayed at the place of work and a copy sent by the contractor to the principal employer electronically.** **Reporting of accidents and dangerous occurrences** **As per Rule 7 of Chapter III of OSHWC Code 2020, the contractor is bound to report the accidents and dangerous occurrences to the Inspector-cum-Facilitator in FORM-XI as er the prescribed time line without fail.**
(v) The contractor shall maintain a Register of Fines in the Form XII of	

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the CL (R&A) Rules 1971 (Appendix-XI) (vi) The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X) (vii) The contractor shall maintain a Register of deductions for damage or loss in Form XX of the CL (R&A) Rules 1971 (Appendix-XII) (viii) The contractor shall maintain a Register of Advances in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII) (ix) The contractor shall maintain a Register of Overtime in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)	
6. ATTENDANCE CARD-CUM-WAGE SLIP (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-VII). Sl. No. (ii) to (vi)	**8. ATTENDANCE CARD-CUM-WAGE SLIP** (i) The contractor shall issue an Attendance card-cum-wage slip to each workman employed by him in the specimen form at (Appendix-**'A & F'**) **No Change**
7. EMPLOYMENT CARD The contractor shall issue an Employment Card in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).	**9. APPOINTMENT LETTER** **The contractor shall issue a Letter of appointment to employee within three days of the appointment of the employee as per the occupational safety, health and working conditions code, 2020 (Appendix-'E').**
8. SERVICE CERTIFICATE On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a Service certificate in Form XV of the CL (R&A) Central Rules 1971 (Appendix-IX)	**10. EXPERIENCE CERTIFICATE** On termination of employment for any reason whatsoever, the contractor shall issue to the workman whose services have been terminated, **a experience certificate as per the occupational safety, health and working conditions code , 2020 within 10 days of their separation (Appendix-'G').**

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9. PRESERVATION OF LABOUR RECORDS All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.	**11. PRESERVATION OF LABOUR RECORDS** All records required to be maintained under Regulations Nos. **7-10** shall be preserved in original for a period of **Five** years from the date of last entries made in them and shall be made available for inspection by the Engineer-in-Charge or Labour Officer or any other officers authorized by the Ministry of Urban Development in this behalf.
Sl. No. 10 to 14	**Sl. No. 12 to 16 No Change**
No Provision	**17. Electronic Records: The Contractor may maintain all registers, notices, returns and records in electronic form in accordance with applicable labour laws and shall produce the same on demand.**
No Provision	**18. Aadhaar Based Wage Payment: Wages shall preferably be paid on through bank transfer, electronic transfer, DBT or any other legally permissible digital mode.**
No Provision	**19. Safety Committee: Where 250 or more workers are engaged, the Contractor shall constitute a Safety Committee with worker representation.**
No Provision	**20. Emergency Response Plan: Site-specific Emergency Response Plan, evacuation procedures, contact numbers, mock drills and rescue arrangements.**
15. SUBMISSIONS OF RETURNS The contractor shall submit periodical returns as may be specified from time to time.	**21. SUBMISSIONS OF RETURNS** **No Change**
16. AMENDMENTS The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the Superintending Engineer concerned shall be final.	**22. AMENDMENTS** The Central Government may from time to time add to or amend the regulations and on any question as to the application/Interpretation or effect of those regulations the decision of the **Chief Engineer**/Superintending Engineer concerned shall be final.

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Appendix 'A'

Form IX

(See clause (iii) of sub rule (1) of Rule 51)

Code on Wages Rules, 2025

ATTENDANCE REGISTER CUM MUSTER ROLL

Name of the Establishment	
Name of the Employer	
Name of the Owner	
Registration Number of the Establishment	
(Labour Identification Number (LIN) shall be the Registration Number of the Establishment	
For the Month of	

Sl. No	Employee Code	Name	Designation	Shift	Place of work/Section/Department
(1)	(2)	(3)	(4)	(5)	(6)

Date and Time of attendance

(7)

Date	1		2		3		4		5		6		7		8		9		10		11	
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
Time Signature																						

Date	12		13		14		15		16		17		18		19		20		21	
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
Time Signature																				

Date	22		23		24		25		26		27		28		29		30		31	
	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
Time Signature																				

Total number of days worked	Total number of overtime hours worked	Brief details of tour or assignment outside the work place, if any	Signature of Register keeper*
(8)	(9)	(10)	(11)

*Note: Required in case register is maintained physically.

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Appendix 'B'

FORM-XIII

[Occupational Safety, Health and Working Conditions (Central), 2026, See rule 72(1)(i)]

EMPLOYEE REGISTER

(The register may also be maintained in electronically capturing, inter-alia the following details)

Name of Establishment:		
Name of the Employer/owner:		
PAN/TAN of the Employer		
Registration Number of the establishment (Labour Identification Number (LIN) shall be the Registration Number of the Establishment		
To be maintained for all employees of the establishments		
1.	Employee Code	
2.	Name	
	Middle Name	
3.	Surname	
4.	Gender	
5.	Father's/Mother's/ Spouse's Name	
6.	Date of Birth	
7.	Place of Birth	
8.	Nationality	
9.	Education level	
10.	Date of Joining	
11.	Designation	
12.	Category (unskilled, semi-skilled, skilled or highly skilled)	
13.	Type of employment (P/T/FT/T/B)**	
14.	Mobile Number	
15.	Universal Account Number (UAN)	
16.	PAN	
17.	Nominee (To be filled on the basis of Nomination form)	
18.	EPS/NPS	
19.	Details of Family	
20.	Details of Posting	
21.	Pay	
22.	Promotion	
23.	ESIC IP Insurance No.	
24.	Aadhaar number	
25.	Bank A/c No.	
26.	Bank	
27.	Branch(IFSC)	
28.	Present address	
29.	Permanent address	
30.	Service Book No.	
31.	Date of Exit	
32.	Reason for Exit	
33.	Mark of Identification	
34.	Photo	
35.	Specimen Signature/Thumb Impression	
36.	Remarks	

** (Permanent/Temporary/Fixed Term/Trainee/Badli)

Signature of Employee

Signature of Employer

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Appendix 'C'

FORM – XV

[Occupational Safety, Health and Working Conditions (Central), 2026, See Rule 72(1)(iii)]

REGISTER FOR WAGES, OVERTIME AND DEDUCTIONS

(The register may also be maintained electronically capturing, inter-alia the following details)

Name of Establishment:		
Name of the Employer/owner:		
PAN/TAN of the Employer		
Registration Number of the establishment **(Labour Identification Number (LIN) shall be the Registration Number of the Establishment**		
Wage Period from dd/mm/yyyy to dd/mm/yyyy (Monthly/Fortnightly/Weekly/Daily/Piece Rated)		
1.	Serial Number	
2.	Employee Code Number	
3.	Name of the employee	
4.	Designation	
5.	Department	
6.	Duration of Payment of wages (Monthly/Fortnightly/Weekly/Piece rated)	
7.	Wage Period from- to	
8.	Total number of days worked during the wage period	
9.	Total overtime hours worked or overtime production in case of piece workers	
	Rate of Wage	
10.	a)Basic	
11.	b)DA	
12.	c)Other allowance	
	Amount of wages earned	
13.	Basic	
14.	DA	
15.	Allownaces	
16.	Overtime	
17.	Total wages earned	
	Deductions	
18.	EPF	
19.	ESIC	
20.	Society	
21.	Income Tax	
22.	Insurance	
23.	Advances	
24.	Recovery of Fine	
25.	Recovery on amount of damages/losses	
26.	Total deductions	

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27.	Others	
28.	Net Payment	
29.	Date of Payment	
30.	Receipt by employee/Bank Transaction ID	
31.	Nature of acts and omissions for which fine imposed with date	
32.	Amount of fine imposed	
33.	Damage or loss caused to the employer by neglect or default of the employee	
34.	Signature of Employer/Employer Representative*	

***Note: Required in case register is maintained physically**

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Appendix 'D'

FORM-XI

[Occupational Safety, Health and Working Conditions (Central), 2026, See rule 7(1) and rule 7(2)]

NOTICE OF ACCIDENT OR DANGEROUS OCCURRENCE

	E.S.I.C. Employer's Code number	
	E.S.I.C. Insurance	
	Number of the injured person	
1.	Name of employer	
2.	Address of works / premises where the accident or dangerous Occurrence took place	
3.	Nature of industry and LIN of the establishment	
4.	Branch or department and Exact place where the accident or dangerous occurrence took place	
5.	Name and address of the injured person	
6.	(a) Gender	
	(b) Age (at the last birthday)	
	(c) Occupation of the injured person	
7.	Local E.S.I.C. Office to which the injured person is attached	
8.	Date, shift and hour of accident or dangerous occurrence	
9.	(a) Hour at which the injured person started work on the day of accident or dangerous occurrence	
	(b) Whether wages in full or part are payable to them for the day of the accident or dangerous occurrence	
10.	(a) Cause or nature of accident or dangerous occurrence	
	(b) If caused by machinery- (i) Give the name of machine and the part causing the accident or dangerous occurrence (ii) State whether it was movedby mechanical power at the time of accident or dangerous occurrence	
	(c) State exactly what the injured person was doing at the time of accident or dangerous occurrence	
	(d) In your opinion, was the injured person at the time of accident or dangerous occurrence - (i) acting in contravention of provisions of any law applicable to them; or (ii) acting in contravention of any orders given by or on behalf of their employer; or (iii) acting without instructions from their employer?	
	(e) In case reply to (d) (i), (ii) or (iii)is in the affirmative , state whether the act was done for the purpose of and in connection with the employer's trade or business.	
11.	In case the accident or dangerous occurrence took place while travelling in the employer's transport, state whether- (a) the injured person was travelling as a passenger to or from their place of works; (b) the injured person was travelling with the express	

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	orimplied permission of their employer; (c) the transport is being operated by or on behalf of the employer or some other person by whom it is provided in pursuance of arrangements with made the employer; and (d) the vehicle is being/not being operated in the ordinary course of public transport service	
12.	In case the accident or dangerous occurrence took place meeting while emergency, state- (a) its nature; and (b) whether the injured person at the time of accident or dangerous occurrence was employed for the purpose of their employer's trade or business in or about the premises at which the accident or dangerous occurrence took place.	
13.	Describe briefly how the accident or dangerous occurrence took place	
14.	Names and addresses of witnesses : (1) (2)	
15.	(a) Nature and extent of injury(e.g. fatal, loss of finger, fracture of leg, scald, scratch followed by sepsis, etc.) (b) Location of injury (e.g. right leg, left hand, left eye, etc.)	
16.	(a) If the accident or dangerous occurrence was not fatal, state whether the injured personwas disabled for more than 48 hours (b) date and time when the injured person returned to work:	
17.	(a) Physician, dispensary or hospital from whom or which the injured person received or is receiving treatment (b) Name of dispensary/panel doctor elected by the injured person	
18.	(a) Has the injured person died ? (b) If so, date of death I certify that to the best of my knowledge and belief the above particulars are correct in every respect.	

Signature and Name and Designation of owner/ employer /manager/agent

Date of dispatch of report :

Place:

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Appendix 'E'

(To be issued in English or Hindi and in local language)

Format for Appointment letter

[Occupational Safety, Health and Working Conditions (Central), 2026, See rules Chapter – III, Section 6]

i. Name of employee:
ii. Date of birth:
iii. Father's / Mother's name:
iv. Aadhaar number (after obtaining consent):
v. Labour Identification Number (LIN) of the establishment:
vi. Universal Account Number (UAN) and / or Insurance Number (ESIC) (if available):
vii. Designation:
viii. Type of Employment (Regular/Fixed-terms-employment/contractual):
ix. Category of skill:
x. Date of joining:
xi. Wages/Basic/Pay and Dearness Allowance:
xii. Other allowance including accommodation whichever is/are applicable:
xiii. Applicability of social security [Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC) benefits:
xiv. Broad Nature of duties to be performed:
xv. Benefits available under chapter VI (Maternity Benefit) of Code on Social Security, 2020(in case of women employee:
xvi. Any other information:

Signature / Digital Signature
of Employer

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Appendix- 'F'

Form V

[Code on Wages (Central) Rules 2025, See rule 52]

Wages Slip

Date of issue:				
Name of the Establishment				
Address			Period	
1.	Name of Employee:			
2.	Father's/Mother's/Spouse's Name:			
3.	Designation:			
4.	UAN:			
5.	Bank Account Number:			
6.	Wage Period:			
7.	Rate of wages payable	a) Basic	b) D.A.	c) Other allowances
8.	Total attendance / unit of work done:			
9.	Overtime wages			
10.	Gross wages payable			
11.	Total deductions	a) PF	b) ESI	c) Other
12.	Net wages paid			
*Employer/Pay-in-charge signature				

***Note: Required in case register is maintained physically.**

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Appendix-'G'

FORM-XXIII

[Occupational Safety, Health and Working Conditions (Central), 2026, See rule 100]

EXPERIENCE CERTIFICATE OF CONTRACT LABOUR

To whomsoever it may concern
1. Name of contractor/employer*:
2. LIN/PAN No. of the contractor/employer *:
3. Email Id of the contractor /employer *:
4. Mobile No. of the contractor/employer *:
5. Nature and location of work:
6. Name of principal employer*:
7. LIN/PAN No. of the principal employer :*
8. Email Id of the principal employer : *
9. Mobile No. of the principal employer :*
10. Name of the labourer*:
11. UAN / Aadhaar No.:
12. Mobile No. :
13. Serial Number in the employee register :
14. Registration number, date and name of the Board where the building or other construction work is registered as a beneficiary:
15. Period of employment:
16. Designation:
17. Work performed:
Seal and Signature of Contractor
*Strike off whichever is not applicable.

This issues with the approval of DG, CPWD.

22.10.26

(चन्द्र पाल)
अधीक्षण अभियन्ता (सी0 एंड एम0)

Issued from file No. CSQ/CM/17(1)/2026/ Maintenance e-file no. 9220514 (DFA/9392506)

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)।

22/10/2026
अजय कुमार
कार्य. अभि. (संविदा)