GOVERNMENT OF INDIA
OFFICE OF ASSISTANT ENGINEER
SHILLONG CENTRAL SUB DIVISION- IV
CPWD, SHILLONG

NOTICE INVITING TENDER

N.I.T. No.: **65/NIT/MGCD/SH/2026-27 (Recall 2)**

T.S. No. **03/AE/SCSD-IV/CPWD/MgCD/SH/2026-27**

NAME OF WORK: Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).

ESTIMATED COST
(PUT TO TENDER) : **Rs.4,24,410.00**

EARNEST MONEY : **Rs.8488.00**

TIME ALLOWED : **05 (Five) Months**

Percentage Rate Tender (CPWD – 7)

Mode of Measurement: CMB (Computerized Measurement Book).

Assistant Engineer
Shillong Central Sub Division-IV
CPWD, Shillong-03.

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

Name of work: **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**

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Certified that this N.I.T. amounting to **Rs.4,24,410.00 (Rupees Four Lakhs Twenty Four Thousand Four Hundred & Ten Only),** contains **1 to 64** pages only in chronological order.

Approved

Assistant Engineer
Shillong Central Sub Division-IV
CPWD, Shillong-03.

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

Assistant Engineer, Shillong Central Sub Division-IV, Shillong on behalf of President of India invites online Percentage rate tenders from approved and enlisted eligible contractor of appropriate class of CPWD in Buildings & Roads Category for the following work **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**

N.I.T. No.: 65/NIT/MGCD/SH/2026-27 (Recall 2)

ESTIMATED COST
(PUT TO TENDER) : **Rs.4,24,410.00**

EARNEST MONEY : **Rs.8488.00**

TIME ALLOWED : **05 (Five) Months**

Last date of online submission of Bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document up-to 15:00 PM on **16.11.2026**
The tender forms and other details can be obtained from the website

https://etender.cpwd.gov.in or www.cpwd.gov.in

Percentage Rate Tender (CPWD – 7)
Mode of Measurement :CMB (Computerized Measurement Book).

Assistant Engineer
Shillong Central Sub Division-IV
CPWD, Shillong-03.

CPWD-6 FOR e- TENDERING

Percentage rate bids are invited on behalf of President of India from approved and eligible building category contractors of CPWD for the Work **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**

The enlistment of the contractors should be valid on the last date of submission of bids.

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

1.1 The work is estimated to **Rs.4,24,410.00 (Rupees Four Lakhs Twenty Four Thousand Four Hundred & Ten Only),** This estimate, however, is given merely as a rough guide.

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

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

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

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

~~1.2.1 Conditions for Non-CPWD registered contractors only, if bids are also open to non-CPWD Contractors. For works estimated cost upto tendering limit of class -I Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However, for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture category).~~

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

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

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

~~**Note:**~~

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

~~1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors, For works estimated to cost above the tendering limit of class -I (Super) Buildings & Roads (erstwhile Composite/ Building/ infrastructure) category Contractor (However for Horticulture category, it may be modified as per bidding limit of CPWD class I contractors of Horticulture Category).~~

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

~~(ii) For EPC tender under Mode- I/II/III and for all construction works (Applicable for CPWD enlisted and non CPWD contractors)~~

~~One completed work costing not less than Rs .....executed with the structural system technology as proposed by bidder in letter of transmittal during the last 7 years ending last day of~~

~~the month previous to the one in which tenders are invited. This work can be part of eligible work at 1.2.2 (i) above or as a separate work.~~

~~Or~~

~~If the bidder does not have adequate experience of opted technology then the bidder can associate with contractor having requisite experience of executing work in structural system with the opted technology. Bidder has to submit MoU in the prescribed format (Anexure-68 of SOP) with such associate contractor, along with his tender, for structural system in opted technology only. The associated contractor must satisfy the eligibility criteria of having successfully completed one work of opted technology having the cost of structural system not less than 20% of the estimated cost put to tender during the last seven years ending last day of month previous to the one in which tender is invited.~~

~~In case separate cost of structural system of a particular technology is not available in the experience certificate of associated contractor, it will be taken as 30% of completed cost of project/work.~~

~~Associated contractor should not have been debarred from any Ministry or any govt. organization in the last five years.~~

~~The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to previous day of last day of submission of bid.~~

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

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

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

~~But for such bids, Class-I contractors of CPWD are eligible to submit the bids withoutsubmission of work experience certificate and affidavit. Therefore, CPWD class-Icontractors shall upload two separate letters for experience certificate and affidavit thatthese documents are not required to be submitted by them. Uploading of these two letters is mandatory otherwise system will not clear mandatory fields.~~

2 Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7/~~8~~**(or other Standard Form as mentioned) which is available as a Govt. of India Publication and also available on website **www.etender.cpwd.gov.in or www.cpwd.gov.in**Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.

3 The time allowed for carrying out the work will be **05 (Five) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, inaccordance with the phasing, if any, indicated in the bid documents.

4 The site for the work is available.

or

~~The site for the work shall be made available in parts as specified below:-~~

……

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

~~or~~

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

5 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other

necessary documents except Standard General Conditions of Contract Form can be seen on website **www.etender.cpwd.gov.in or www.cpwd.gov.in**free of cost**.**

6 After submission of the bid the contractor can resubmit revised bid any number of times but before last time and date of submission of bid as notified.

7 While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.

8 When Bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.

9 Earnest Money amounting to **Rs.8488.00** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee(for balance amount as prescribed) from any of the Commercial Banks **(drawn in favour of Executive Engineer, MgCD, CPWD, Shillong, Meghalaya** shall be scanned and uploaded on the e-Tendering website within the period of bid submission. The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission. The EMD receiving Executive Engineer(including NIT issuing EE/AE) shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT.

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

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

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

The bid submitted shall be opened at 15:30 PM on **16.11.2026**

10. The bid submitted shall become invalid and e-Tender processing fee (if applicable) shall not be refunded if:
    (i) The bidder is found ineligible.
    (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid documents.
    (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
    (iv) If a tenderer quotes nil rates against each item in the item rate tender or does not quote any percentage above / below on the total amount of the tender or any section/Sub-head in percentage rate tender ,the tender shall be treated as invalid and will not be considered as lowest tenderer.

11 The contractor whose bid is accepted will be required to furnish performance guarantee at specified percentage of the tendered amount as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee. The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/ registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work within the period specified in Schedule F.

12 The description of the work is as follows: **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).** Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil(so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidders shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

13. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.

14. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.

15. The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

16. The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

17. No Engineer of gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

18. The bids for the work shall remain open for acceptance for a period of 30 (thirty) days from the date of opening of bids in case of single bid system and 75 (seventy five) days from the date of opening of technical bids in case bids are invited in 2 or 3 bid system. Further

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

(ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.

(iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

19. This Notice Inviting Bid shall form a part of the contract document. The successful bidder/ contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

a) The Notice Inviting Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

b) Standard C.P.W.D. Form 7 (Attached with this bid document).

20 **For Composite Bids**

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

20.1.2 The bid document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for the major component of the work, Standard General Conditions of Contract for CPWD 2023 as amended/ modified up to last date of submission of bid.

Part B:- General / specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work (competent authority under clause 2 and clause 5 shall be same authority as mentioned in schedule A to F for major components), General/specific conditions, specifications and schedule of quantities applicable to minor component(s) of the work.

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

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

20.1.5 After acceptance of the bid by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work

is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE's/DDH in charge components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component(s).EE of major component will operate Part A and Part B of the agreement.EE/DDH in charge of minor component(s) shall operate Part- C alongwith Part Aof the agreement.

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

20.1.7 Security Deposit will be worked out separately for each component corresponding to the Estimated cost of the respective component of works.

20.1.8 The main contractor has to associate agencies for specialized component(s)conforming toeligibility criteria as defined in the bid document and has to submit detail of such agency(s) to Engineer-in-Charge of relevant component(s) with in prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of relevant component(s).

20.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of relevant specialized component(s).

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

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

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

20.1.12A. The composite work shall be treated as complete when all the components of the work are complete. The completion certificate of the composite work shall be recorded by Engineer-in-Charge of major component after record of completion certificate of all other components.

20.1.12B. Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same to the EE of major component for including in the final bill for composite contract.

21 Jurisdiction of Courts-The Court of the place from where the letter of award of work has been issued shall have the jurisdiction to decide any dispute arising out of or in respect of the contract.

22. The intending bidders are required to update their profile in CPWD e- tender portal and to upload their bids well in advance of last date of submission of tender. Any issue related to updating profile/uploading tender can be resolved through the concerned Executive Engineer/ Assistant Engineer (Phone no 0364-2223533 e- mail Ideemgcdcpwd@gmail.com / eec.mgcd-cpwd@gov.in or ERP helpline no.18001803286 or e-mail ld cpwd.support@techmahindra.com. The e- tendering bidders are also advised not to wait to raise any issues till the last date of submission of bid in their own interest.

23. **Price Preference to SC/ST individual contractor for item rate/percentage** rate tender:

Price preference in quoted item rate/percentage rate tender shall be applicable to the individual enlisted/non-enlisted SC/ST contractor as under:-

(i) For work(s) upto and equal to an estimated cost of Rs. 2.70 lakh a price preference upto 5% (with reference to the lowest valid tender) may be allowed in favor of individual SC/ST enlisted/non-enlisted contractor. No earnest money is required in such case(s).

(ii) For work(s) beyond an estimated cost of Rs. 2.70 lakh and upto and equal to estimated cost of Rs. 6.20 lakh, the price preference upto 5% (with reference to the lowest valid tender) may be allowed in favour of individual enlisted SC/ST contractor. However, earnest money at a reduced rate of ½% may be accepted in such cases.

The price preference upto 5% (with reference to the lowest valid price bid) may be allowed in favour of individual SC/ST contractor only. The above concession shall be allowed only after verification of the individual contractor's claim of belonging to SC/ST community

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

Assistant Engineer
SCSD-IV, CPWD, Shillong

Annexure-A

RECEIPT OF DEPOSITION OF ORIGINAL EMD

(Receipt No. …… Date ……..)

Name of work: Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).

1) NIT No. 65/NIT/MGCD/SH/2026-27 (Recall 2)

2. Estimated Cost: Rs.4,24,410.00

3. Amount of Earnest Money Deposit: Rs.8488.00

4. Last date of submission of bid: 16.11.2026

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

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

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

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

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

****To be filled by Assistant Engineer.**

Form 'F'

Undertaking on structural stability and soundness of already completed buildings and infrastructure projects.

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

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

I/we, also undertake that in addition to above, the Engineer-in-Charge shall be free to debar us forever from tendering in CPWD.

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

Signature of notary with seal Signature of bidder or an authorized person of the firm with stamp.

Note: Affidavit to be furnished on a 'Non-judicial' stamp paper of Rs. 200/-(scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT
(Applicable for inviting open bids)

Assistant Engineer, Shillong Central Sub Division-IV, Shillong on behalf of President of India invites online percentage rate bids from approved and eligible building category contractors of CPWD for the following work(s):

S. No.	NIT No	Name of work & Location	Estimated cost put to bid (Rs.)	Earnest Money	Stipulated Period of Completion of work (in months)	Last date of online submission of bid, copy of receipt of deposition of original EMD and other documents as specified in the bid document.	Date & time of opening of bids
1	2	3	4	5	6	7	8
1	65/NIT/MGCD/SH/2026-27 (Recall 2)	**Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**	**Rs.4,24,410.00**	**Rs.8488.00**	**05 (Five) Months**	Up to **03:00 PM** on **16.11.2026**	Date: **16.11.2026** at **03: 30** PM

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and Instructions for bidders posted on website shall form part of bid document.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from **www.etender.cpwd.gov.in or www.cpwd.gov.infree of cost.**
4. But the bid can only be submitted after deposition of original EMD either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, CPWD within the period of bid submission and uploading the mandatory scanned documents such as Insurance Surety Bonds, Account Payee Demand draft or Banker's Cheque or Fixed Deposit Receipts or/ and Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank towards EMD in favour of Executive Engineer as mentioned in NIT, receipt for deposition of original EMD to division office of any Executive Engineer (including NIT issuing EE/ AE), CPWD and other documents as specified.
5. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered / update their profile beforehand. The necessary training materials including the videos with step to step process are available on download section of https://etender.cpwd.gov.in.
6. The intending bidder must have valid Class-III digital signature certificate with encryption key (combo type) to perform any operations / transactions on the e-tendering portal / website and the bidder should download and install the eMsigner on their system as per instructions available on download section ofhttps://etender.cpwd.gov.in.
7. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
8. Contractor can upload documents in the form of **JPG** format and **PDF** format.
9. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate in figures appears in yellow colour and the moment rate is entered, it turns sky blue.

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

I. Insurance Surety Bond, Demand Draft/ Account Payee Banker's Cheque / FDR/ Bank Guarantee of any commercial Bank against EMD.

ii. Copy of receipt for deposition of original EMD issued from division office of any Executive Engineer (i/c NIT issuing EE/AE CPWD)---**Annexure "A"** at page No 11

iii. Enlistment order of the Contractor.

iv. **GST registration certificate, if already obtained by the bidder.**

lf the bidder has not obtained GST registration **as applicable,** then **affidavit to be furnished on a " Non-Judicial stamp paper of Rs.100/- (Scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).**
(Note: In affidavit 2nd party column must be mention "EE, MGCD, NIT No. 65/NIT/MGCD/SH/2026-27 (Recall 2)

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

v. Copy of PAN card.

vi. **Trading Licence** issued for Non-Tribal Traders/ Contractors/ Suppliers. (Mandatory Documents as per order of Government of Meghalaya vide letter no.DCA36/91/323 dated.24th June 2015)

lf the bidder has not obtained Trading License **as applicable** then **affidavit to be furnished on a " Non-Judicial stamp paper of Rs.100/- (Scanned copy of the notarized affidavit to be uploaded at the time of submission of bid).**
(Note: In affidavit 2nd party column must be mention "EE, MGCD, NIT No. 65/NIT/MGCD/SH/2026-27 (Recall 2)

"lf work is awarded to me, l/we shall obtain Trading License from the O/o KHADC (Khasi Hills Autonomous District Council), Meghalaya, as applicable, before the commencement of the work, and continue to have a valid license until its completion. If I/we failed to furnish the trade license before commencement of work, I/we agree that President of India or the successor in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. Further, I/We agree that in case of forfeiture of performance guarantee as aforesaid, I/We shall be debarred for participation in the e-tendering process of the work."

vii. **Contact details – Email ID and Telephone Number.**

~~viii. **Undertaking on structure stability and soundness as per prescribed form 'F' in page no. 12**~~

ix. **ERP Training Certificate issued through LMS (Learning Management System) in ERP to the Contractor or his authorised representatives.**

Assistant Engineer
Shillong Central Sub Division-IV
CPWD, Shillong

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

CPWD – 7

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

(A) Tender for the work of:-
Name of Work **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**

To be uploaded after 15:00 hours **07.11.2026** to/upload at www.etender.cpwd.gov.in

(i) To be opened in presence of tenderers who may be present at 15:30 hours on **16.11.2026** the office of Assistant Engineer, SCSD-IV, Shillong.

TENDER

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

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

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

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

A copy of earnest money deposit receipt of prescribed amount deposited in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (as prescribed) issued by a Commercial Bank, is scanned and uploaded (strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/ We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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

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

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

Dated — Signature of Contractor

Witness: — Postal Address

Address:

Occupation:

ACCEPTANCE

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

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

(a)

(b)

(c)

For & on behalf of the President of India.

Signatures .....

Dated: — Designation .....

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

On non-judicial stamp paper of minimum Rs. 100

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

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

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

****OR****

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

2. We, …… (indicate the name of the bank) ……., (herein after referred to as "the bank"), hereby undertake to pay to the Government an amount not exceeding Rs. …….. (Rupees …….. only) on demand by the Government within 10 days of the demand.
3. We, …… (indicate the name of the bank) ……., do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. …….. (Rupees ……..only).
4. We, …….. (indicate the name of the bank) ……., further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We, …….. (indicate the name of the Bank) ……., further agree that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation here under to vary any of the terms and conditions of the said agreement or to extend time performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, …….. (indicate the name of the Bank) ……., further agree that the Government as its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Government may have in relation to the Contractor's liabilities.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, …… (indicate the name of the Bank) ……., undertake not to revoke this guarantee except with the consent of the Government in writing.
9. This Bank Guarantee shall be valid up to …….. unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. …….. (Rupees …….. only) and unless a claim in writing is lodged with us with the date of expiry of extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharges.

Date ……

Witnesses:

1. Signature
2. Name and address

Authorized Signatory
Name
Designation
Staff code no.

1. Signature ……..
   Name and address

Bank Seal

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender.
**In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

Part - 'B'

GCC-2023

SCHEDULES

SCHEDULE 'A'

Schedule of quantities	:	from **Page No. 64**

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Condition of contract : (GCC EPC Projects 2022/ GCC Maintenance Works 2023/ GCC Construction Works 2023)	:	Applicable GCC is **General Conditions of Contract 2023(Maintenance Work) CPWD-7/~~8~~**with up-to date corrections slip issued till last date of submission of bid.
Name of work	:	**Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**
Estimated cost of work	:	**Rs.4,24,410.00**
1) Earnest money	:	**Rs.8488.00**
2) Performance Guarantee	:	**a) 5 % of tendered value or Estimated Cost Put to Tender (ECPT) (Whichever is higher).** **b) Where the tendered amount is less than eighty percent (80%) of the Estimated Cost Put to Tender (ECPT), the performance Guarantee, in addition to the requirement under (a) above, shall be increased by an amount equal to the difference between eighty percent (80%) of the ECPT and the tendered amount.**
3) Security Deposit	:	2.5 % of tendered value

SCHEDULE 'F'
GENERAL RULES & DIRECTIONS:

Officer Inviting Tender	:	Assistant Engineer, SCSD-IV, CPWD, Shillong or successor thereof
Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3	:	See below

Definitions:

2(v)	Engineer-in-Charge	:	Assistant Engineer, SCSD-IV, CPWD, Shillong or successor thereof
2(viii)	Accepting Authority	:	Assistant Engineer, SCSD-IV, CPWD, Shillong or successor thereof
2(x)	Percentage on cost of materials and labour to cover all overheads and profits.	:	15%
2(xi)	Standard scheduled of rates	:	DSR 2023, Upto date correction slip and Market rate
2(xii)	Department	:	Central Public Works Department

8(ii)	Standard CPWD contract Form GCC 2023 (Maintenance), C.P.W.D Form **7/~~8~~as** modified and corrected up to last date of submission of bid.	:	Form 7

Clause 1

(i)	Time allowed for submission of Performance Guarantee, Program Chart (Time and Progress) and applicable Labour Licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue letter of acceptance.	:	7 Days
(ii)	Maximum allowable extension with late fee @ 0.10% Per day of Performance Guarantee amount beyond the period provided in (i) above	:	3 Days

Clause 2

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

Clause 2 A

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

Clause 5

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

Mile stone(s) as per table given below:- Not Applicable

Sl No	Description of milestones (Physical)	Time allowed in days (From date of start)	Amount to be withheld in case of non-achievement of mile stones
NIL			

Time allowed for execution of work **05 (Five) Months**

Authority to decide:

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

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

Part	Portion of site	Description	Time period for handing over reckoned from date of issue of letter of intent
Part A	Portion without any hindrance	Site will be handed over immediately	Immediate
Part B	Portion with encumbrances	*	*
Part C	Portions dependent on work of	*	*

	other agencies.		

Applicable clause 5/5A	**:**	**Clause 5**

Clause 6

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

(i) Mode of measurement: CMB.

Clause 7

Gross work to be done together with net payment/adjustment of advances for material collected, if any, since the last such Payment for being eligible for interim payment.	:	Rs. 0.85 Lac

Clause 7A & 7B

Clause-7A	:	Yes
Clause-7B		No

Clause 10A

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

Clause 10-B (ii)

Whether clause 10-B (ii) shall be applicable	:	No

Clause 10 C **Applicable**

Component of labour expressed as percentage of value of work	:	25%

Clause 10 CC **Not Applicable**

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column	:	12 months
Schedule of component of other Materials, Labour etc. for price escalation. Component of civil (except cement, structural steel, reinforcement bars POL) /Electrical construction	:	Xm…….%
value of work Component of Labour expressed as percent of total value of work.	:	Y …….%
Note : Xm ..... % should be equal to (100) - (except cement, structural steel, reinforcement bars POL + Component of Labour)		

Clause 11

Specifications to be followed for execution of work	:	CPWD specifications 2019 Volume I and II, modified / corrected up to last date of submission of bid.

Clause 12

Authority to decide deviation.

Sl.No	Description	Authority
i.	Upto 1.25 times of contract amount with (Recorded reasons).	Engineer-in-Charge
ii.	Beyond 1.25 times upto 1.50 times of contract amountwith (Recorded reasons).	CE (Shillong)
12.2 & 12.3	Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work.	All the Deviated Quantities shall be paid at agreement rates.
12.5	(i) Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work sub heads in DSR and related items)	No Limit
	(ii) Deviation limit for items in earth work subhead of	No Limit

	DSR or related items.	

Clause 16

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

Clause 18

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

Clause 19

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

Clause 25

1.	Conciliator	ADG (RG), Guwahati
2.	Arbitrator Appointing Authority –	Chief Engineer, CPWD, Shillong-03
3.	Place of Arbitration	Shillong

Clause 32

Requirement of Technical Representative (s) & recovery Rate

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

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

Diploma Engineer with minimum 10 years relevant experience with a reputed construction co. can be treated at par with graduate engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.

Clause 38

(i) Schedule/statement for determining theoretical quantity of cement & bitumen on the basis of Delhi Schedule of Rates 2021 modified / corrected up to date printed by CPWD.

(ii) Variations permissible on theoretical quantities.

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

CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/ SE/CM/Misc/77

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI DATED: 04.05.2018

Subject:- CIC Order dated 05.01.2018 regarding facilitation of the free flow of information relating to development of public infrastructure.

The Works Division, Ministry of Housing and Urban Affairs vide O.M. No. 28012/12/2017-W-3 dated 20.02.2018 has forwarded copy of CIC Order dated 05.01.2018 wherein the Information Commissioner has observed, *"considering the larger public interest and facilitation of the free flow of information relating to development of public infrastructure; the Commission in exercise of powers vested under section 19(8)(a)(iv) of the RTI Act directs the respondent department as well as CPWD, MoUD, GoI to incorporate adequate changes in its information/ record retention practices as regards the itemized material procurement bills submitted by the contractors."* Further, observation is - *"It is clarified that the present directions shall be applicable prospectively."*

Accordingly, henceforth, for greater transparency in functioning of Government Department, in each case, it shall be mandatory for the field staff of PWD (GNCTD) & CPWD to retain the authenticated copies of itemized bills of the materials which has to be entered in the M.A.S. Register viz Steel, Cement, Bitumen, Paint, Water Proofing materials or any other item suggested by the Technical Sanction authority. This is irrespective of existence of any terms & condition specified in contract/agreement. Authenticated copies must be obtained by PWD (GNCTD)/CPWD authorities from the agencies/contractors before settling payments.

This issues with approval of DG, CPWD.

Encl: OM No. 28012/12/2017-W-3 dated 20.02.2018

Issued from file no. :-
CSQ/CM/18(2)/2018 (e-file No. 9038461)

04/5/18

(**Ashok Kumar Gupta**)
Superintending Engineer (C&M)

04/05/18

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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

8/12/2023
R.K. JAIN
(EE (Contact)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

	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.

21/12/2023
R.K. JAIN
(EE (Contact)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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

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Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

	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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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

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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

	time required for completion of work without rescheduling of milestone(s) and extend the date of completion.
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) **SCHEDULE 'F'** **Clause 5** **Authority to decide:**	**PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)** **SCHEDULE 'F'** **Clause 5**
i. Extension of time ..... (Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	i. **Authority to convey the decision of shifting of milestone and** extension of time ..... (Engineer-in-Charge or Engineer-in-Charge of Major Component in case of Composite Contracts, as the case may be)
ii. Rescheduling of mile stones ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer/ PM/CPM in Charge of Major Component in case of Composite Contracts, as the case may be)	ii. **Authority to decide rescheduling of milestone and** extension of time ..... (SE/**SE&PD/ CE/ CE&ED).**
iii. Shifting of date of start in case of delay in handing over of site ..... (Superintending Engineer/ PM/CPM in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts, as the case may be)	iii. Shifting of date of start in case of delay in handing over of site ..... (SE/**SE&PD/CE/ CE&ED).**

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

This is issued with the approval of DG CPWD.

08.12.2023

(वी. पी.साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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

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

11.12.2023

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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

(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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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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Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

	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)

18.12.2023
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	**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.	The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, **amended by Amendment Act No. 35 of 2016 and thereafter time to time.**
The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.	**No change**
Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.	**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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

	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.

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)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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)

10/5/2024

R.K. JAIN

EE (Contract)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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

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

This is issued with the approval of DG CPWD.

29/10/24

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

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

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

29.10.24
R K SINGH
EE(Manual)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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

3/1/25

(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
R K SINGH
EE(Manual)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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.

31/1/25

(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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

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. But no final certificate ..... sum actually realized by the sale thereof.	**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. **No change.**

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R K SINGH
EE(Manual)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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

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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.

10/2/25

(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)

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

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)

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*

(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.

27.02.26

(चन्द्र पाल) (सी.एण्ड एम.)
Chandra 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 वेवसाईट के माध्यम से)

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

Correction. Nil Deletion. Nil Insertion. Nil Overwriting. Nil AE, SCSD-IV

Part - 'C'

SCHEDULE OF WORK

Name of Work: **Providing services for MTS Office Staff in the office of The Chief Engineer, CPWD, Shillong-03 and O/o The Executive Engineer, MGCD, CPWD, Shillong (Chargeable to contingencies).**

Sl. No.	Description of Items	Qty	Unit	Rate (Rs)	Amount
1	Providing Office Attendant for miscellaneous services in Office of The Chief Engineer, Shillong and O/o The Executive Engineer, MGCD, CPWD, Shillong during office hours and as & when required by the Engineer-in-charge as per terms & condition like carrying of files/letters from one unit to another unit & vice versa, office required services etc. The duty shall include the up- keeping/ cleaning of various equipments in the office. (The payment shall be made on monthly basis and prevailing minimum wages which shall not be less than Rs.20,644/- per month)or more as per statuationly order in future.	15.00	Months	28294.00	4,24,410.00
				Total =	**4,24,410.00**

Compared and checked by me.

Approved

Assistant Engineer
Shillong Central Sub Division-IV
CPWD, Shillong-03.

Correction. Nil *Deletion. Nil* *Insertion. Nil* *Overwriting. Nil* *AE, SCSD-IV*