PART- B

GENERAL REQUIREMENT FOR THE TENDER

Name of Work :- CPVC Pipe connection work at Type III Seminew GPRA Quarters at Seminary Hills Nagpur (MH).

1. The tenderer is advised to read and examine the tender documents for the work and the set of drawings available with Engineer-in-charge. He should inspect and examine the site and its surroundings by himself before submitting his tender.

2 Separate schedule of quantity is included in this tender for civil and electrical items of work. If the tenderer wants to offer any unconditional rebates on their rates, the same should also be offered in the respective components of civil and electrical schedule separately. The contractor shall quote the percentage rates in figures and words accurately so that there is no discrepancy in rates written in figures and words.

Time allowed for the execution of work is **2 Months**

3 The Contractors are advised to inspect and examine the site and its surroundings and satisfy themselves with the nature of site, the means of access to the site, constraints put by local regulations, if any, weather conditions at site, general ground / subsoil conditions etc. or any other circumstances which may affect or influence their tenders. The Contractor shall carryout survey of the work area, at his own cost, setting out the layout and fixing of alignment of the building as per architectural and Structural drawings in consultation with the Engineer-in- Charge. Any discrepancy between the architectural drawings and actual layout at site shall be brought to the notice of the Engineer-in-charge. It shall be responsibility of the Contractor to ensure correct setting of alignment. Nothing extra shall be payable on this account. No claims, whatsoever, shall be entertained at a later date for any errors found, on plea that the information supplied by the Department in the tender is insufficient or is at variance with the actual site conditions

4 The Contractor shall, if required by him, before submission of the tender, inspect the drawings in the Office of the **Executive Engineer, Nagpur-I, CPWD, Nagpur.** The Department shall not bear any responsibility for the lack of knowledge and also the consequences, thereof to the Contractor. The information and data shown in the drawings and mentioned in the tender documents have been furnished, in good faith, for general information and guidance only. The Engineer- in-Charge, in no case, shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor. No claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different or in-correct otherwise or actual working drawings are at variance with the drawings available for inspection or attached to the tender documents.

5 It is presumed that the Contractor shall satisfy himself for all possible contingencies, incidental charges, wastages, bottlenecks etc. likely during execution of work and acts of coordination, which may be required between different agencies. Nothing extra shall be payable on this account.

7. The nomenclature of the item given in the schedule of quantities gives in general the work content but is not exhaustive i.e. does not mention all the incidental works required to be carried out for complete execution of the item of work. The work shall be carried out, all in accordance with true intent and meaning of the specifications and the drawings taken together, regardless of whether the same may or may not be particularly shown on the drawings and/or described in the specifications, provided that the same can be reasonably inferred. There may be several incidental works, which are not mentioned in the nomenclature of each item but will be necessary to complete the item in all respects.

8. The contractor(s) shall submit a detailed program of execution in accordance with the master programme / milestone within ten days from the date of issue of award letter.

9. Quality of the work is of utmost importance. This shall be adhered to in accordance with the provisions of CPWD specifications and guidelines given in the relevant paras.

10. The contractor (s) shall make his own arrangements for electricity and water required for the execution of work.

11 **Cement shall be arranged by the contractor himself.**

12 **Steel Reinforcement shall be arranged by the contractor himself.**

13 **Engagement of agency for specialized works:**

Contractor has to engage specialized agencies for specialized items of works such as Waterproofing. Only those specialized agencies/firms who have satisfactorily executed works as per NIT.

14. Contractor has to deploy required Plant and machinery on the project. Minimum number of plant and machinery to be deployed by him is indicated in Annexure- T & P. In case the contractor fails to deploy the plant and machinery whenever required and as per the direction of the Engineer-in-charge, he (Engineer-in-charge) shall be at a liberty to get the same deployed at the risk and cost of the contractor.

15. The procedure on operation of e-MB i.e. uploading details of agreement and BOQ, recording online measurement(s) and raising Request for Inspection (RFI) by the contractor, verification and test check process by the department, selection of RFI for billing, summary of quantities, downloading and printing of e-MB, loss of e-MB etc. are given in SOP no.5/20(B) of SOP 2026.

The Contractor shall record measurement online on ERP Portal and shall raise Request for Inspection (RFI) online for checking the online measurements by the engineer-in-charge or his/her authorized representative as per programme or interval fixed in consultation with Engineer-in-charge and / or his /her authroised representative. If after verification by the Engineer-in-charge and or his / her authorised representative, any change is required, then Engineer-in-charge and /or his /her authorised representative seeking the change shall return the online rejected measurements to the contractor for incorporating the changes. The contractor shall resubmit such measurements online after making necessary changes. All the changes are to be finally authorised by the Engineer-in-charge and / or his/her authorised representative.

The contractor shall have to download the ERP numbered EMB for the approved RFI (request for inspection), from ERP portal, submit printout of final EMB, having pages of A-4 size without any corrections/cuttings/overwriting/insertion, duly bound, with its pages machine numbered and signed on each page to the Engineer-in-charge.

The Engineer-in-charge and /or his / her authorised representative would thereafter check this CMB/EMB and record the necessary certificates for their checks /test checks as per the standard format of department and shall act as per clause 6 of GCC-2023 of maintenance work.

16. Contractor has to provide reinforcement cover blocks made of approved proprietary pre packed free flowing mortars (Conbextra as manufactured by M/s Fosroc Chemical India Ltd. or approved equivalent) of high early strength.

17. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time.

18. Bricks shall be of not less than class designation as specified in the nomenclature of the item. The average water absorption of bricks, when immersed in water for 24 hours, shall not be more than 20% of their dry weight.

19. In the event of any local problems arising while discharging your function at site, Contractor will deal with situation appropriately and Contractor will not bring Client / CPWD on the scene for such matters.

20. All the liabilities arising out of any provision of Labour Acts in force and enacted / amendment from time to time during the execution of contract shall be contractor's responsibility. Any expenditure incurred by Client to face the situation arising out the negligence on the part of the contractors or on the part of their labourers shall be to the contractors account and recovered from the contractor's dues.

21. The contractor shall be responsible for the proper conduct of their employees who would be employed by them on execution of this work in case it is noticed that any of their staff indulges in bad behavior or commit thefts or tamper with any of the properties of the Centre, the contractor shall remove the concerned employee and make good the loss forthwith on receipt of complaint at no cost to Client.

22. The contractor shall abide by the general directives and conditions of contract and contract labour health regulations or any other directives issued by the management / state Centre. Govt. or any other statutory body at any time during the execution of contract.

23. If your work is found unsatisfactory, Client/CPWD reserves right to terminate the contract without giving any notice and shall be completed at Contractor risk and cost. If contract is no longer required one month's notice should be given in writing before effecting the termination of contract by Client. Termination of contract form either side is subjected to forfeiture the EMD/Security Deposit etc credited to Client.

MATERIAL AND QUALITY ASSURANCE

1 Quality of Materials and Workmanship

i. The Contractor shall ensure that the Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Sound Engineering practice. The work shall be of the specified quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform for service life.

ii. The Contract warrants that all Materials shall be new, unused, not reconditioned, unless otherwise allowed as per contract or by Engineer-in-Charge, and in conformity with Specification and Standards, Applicable Laws and Sound Engineering Practice, and that the Contractor shall not use any materials which are generally recognized as being deleterious under Sound Engineering Practice.

2 Quality Assurance System

The Contractor shall devise a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" or "QAP").

(i) The Contractor shall, submit to the Engineer-in-Charge, its Quality Assurance Plan 15 (fifteen) days in advance of start of the execution stage specified in the NIT. The Engineer-in-Charge shall convey its comments to the Contractor within a period of 7 (seven) days of receipt of the QAP stating the modifications, if any, required and the Contractor shall incorporate those in the QAP conforming with the provisions of this clause. The QAP shall include the following:

(a) Contractor's Organization & structure, duties and responsibilities of individual key personnel, quality policy of contractor, procedure for control of non-conformities and corrective action, inspections and documentation.
(b) Internal quality audit system.
(c) Machinery, Shuttering, other Tool & Plants, etc. required to be deployed at site.
(d) Method statement of important activities. These can be submitted as per the sequencing of the activities of the work.
(e) Quality control mechanism including sampling and testing of Materials, test frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, proforma for testing and calibration in accordance with the Specifications and Standards and Sound Engineering Practice; and Material Lot size, number of required tests and frequency of testing for different construction materials. All the relevant and applicable codes, specifications and standards, as well as the acceptance criteria for various items of work, workmanship, materials and process employed needs to be mentioned.
(f) Check-list for various items and materials.
(g) Formats for site documentation, monthly reports on implementation of QAP

3 The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Engineer-in-Charge. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Engineer-in-Charge for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.

A. Laboratory at site:

The contractor shall establish a testing lab at site and provide testing equipment and materials for the field tests mentioned in the list of mandatory tests given in CPWD specifications 2019 Vol. 1 & 2. Nothing extra shall be payable to him on this account.

The representatives of the department shall be at liberty to inspect the testing facilities at site and conduct testing at random in consultation with Engineer-in-charge. The contractor shall provide all necessary facilities for the purpose. The laboratory shall be equipped, inter alia, with the following equipment's:

a) Balances:

i) 7 kg to 10 kg capacity, semi-self-indicating type – Accuracy 10 gm.

ii) 500 gm capacity, semi-self-indicating type Accuracy 1 gm.

iii) Pan Balance- 5 kg Capacity- Accuracy 10 gm.

b) Ovens- Electrically operated thermostatically controlled up to 110°C- Sensitivity 1°C.

c) Sieves: as per IS: 460-1962.

i) IS Sieves – 450 mm internal dia of sizes 100 mm, 80 mm, 63 mm, 50 mm, 40 mm, 25 mm, 20 mm, 12.5 mm, 10 mm, 6.3 mm, 4.75 mm, complete with lid and pan.

ii) IS Sieves – 200 mm internal dia (brass frame) consisting of 2.36 mm, 1.18 mm, 500 microns, 425 microns, 300 microns, 212 microns, 150 microns, 90 microns, 75 microns with lid and pan.

d) Sieve shaker capable of 200 mm and 300 mm dia sieves, manually operated with timing switch assembly.

e) Equipment for slump test- slump cone, steel plate, taping rod, steel scale, scoop.

f) Equipment for concrete testing

i)	Concrete cube moulds 15x15x15cm.	12	Nos.
ii)	Temping Rods 2Kg weight length 40cm and ramming face 25mm	02	Nos.
iii)	Extra Bottom plates for 15cm cube mould	12	Nos.
iv)	Standard Vibration table for cubes	02	Nos.
v)	Dial gauges 25 mm travel- 0.01 mm/division least count-	02	Nos.
vi)	Graduated measuring cylinders 200ml capacity	03	Nos.
vii)	Enamel trays (for efflorescence test for bricks).		
	(i)300mmx250mmx40mm	2	Nos.
	(ii)Circular plates of 250mm dia	4	Nos.

Not more than 90% tests for material be performed at site lab with above stated equipment's, however at least 10% testing of materials shall be got done from external laboratories. However, for the tests to be carried out by the external laboratories, the contractor shall supply free of charge all the materials required for testing, including transportation. If the tests which were to be conducted in the site laboratory are conducted in other laboratories for any reason the cost of such tests shall be borne by the contractor.

Other Laboratories:

The contractor shall arrange carrying out all tests required under the agreement through the laboratory as approved by the Engineer-in-Charge and all expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading, etc. including testing charges shall be borne by the contractor.

Testing of materials in any Govt Lab / Public Undertaking Lab/IIT or NIT lab/Government Engineering College may be allowed by the Engineer-in-charge. However, in case of private lab, the ADG/SDG will approve the lab accredited by NABL or any other accreditation body which operates in accordance with ISO/IEC 17011 and accredits labs as per ISO/IEC 17025 for testing and calibration scopes.

4 Sampling of Materials:

i. All samples of materials including Cement Concrete Cubes shall be taken by the QA engineers deployed by the Contractor and shall be witnessed by the Engineer-in-Charge or his authorized representatives as specified in NIT. All the necessary assistance, facilities and safety shall be provided by the contractor. Cost of sample of materials and testing charges shall be borne by the contractor and he/she is responsible for safe custody of samples to be tested at site.

ii. Sample of building materials fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge. Articles manufactured by companies of repute and approved by the Engineer-in-Charge shall only be used. Articles bearing BIS certification mark shall be used. In case the above are not available, the quality of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications. All materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work.

iii. The contractor shall ensure quality of construction in a planned and time bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected by the Engineer-in-Charge.

iv. BIS marked materials except otherwise specified shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/materials. Wherever BIS marked materials are brought to the site of work, the contractor shall if required, by the Engineer-in-Charge furnish manufacturers test certificate to establish that the material produced by the contractor for incorporation in the work satisfies the provisions of BIS codes relevant to the material and/or the work done.

v. The contractor shall procure all the materials in advance so that there is sufficient time to testing and approving of the materials and clearance of the same before use in work.

vi. All materials brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.

vii. The contractor shall be fully responsible for the safe custody of the materials issued to him even if the materials are in double lock and key system.

viii. The Stone aggregate / stone, sand shall be brought from source approved by engineer-in-charge subjected to the said materials confirm CPWD specifications.

5 Testing of Materials:

The contractor shall establish temporary field laboratory of adequate size with all necessary facilities. Field laboratory shall be equipped with the testing equipment for conducting routine field tests as per this contract. It will also have copies of standards, BIS codes, IRC codes, relevant publications. All the tests in field lab setup at construction site shall be carried out by the QA Staff deployed by the contractor and shall be witnessed by the Engineer-in-Charge or his authorized subordinates as specified in NIT. The contractor shall provide all necessary facility to them for witnessing the tests in the field laboratory. In general, contractor shall carry out 90% of field tests in site laboratory and 10% tests shall be got carried out from outside laboratory as indicated below. Contractor shall endeavor to obtain test reports for tests conducted from outside laboratory in a reasonable time.

6 Maintenance of Register:

1 All test registers, MAS registers and Cement, Steel, Paint, Chemical etc. registers Site Order Book, Inspection Register, and Hindrance records are to be maintained at site. All test registers, site order book, MAS registers and Cement, Steel, Paint, Chemical etc. registers issued by the Engineer-in-Charge shall be maintained by the contractor which will be reviewed by the officers of CPWD at regular intervals.

7 Minimum Quality Assurance Plan

A quality Assurance Plan will be submitted by the contractor both in respect of incorporating details as given below for the approval of Engineer-in-Charge.

1. Number of required tests and frequency of testing as indicated in the mentioned in clause-11 under schedule "F" & provisions of BIS Code and Standard Practices shall be followed as per directions of the Engineer-in-Charge.
2. Machinery and other Tool & Plants required to be deployed at site by the contractor. Time schedule by which each machinery & Tool & Plants is to be brought at site shall be indicated.
3. A field laboratory to be setup by the contractor at site of work as per direction of the Engineer-in-Charge. All the testing equipment required shall be arranged by the contractor and shall be clearly mentioned.
4. The work shall be executed as per Specifications mentioned in clause-11 under schedule "F" with up-to-date correction slips. If CPWD specification is not available for particular item, then the relevant BIS code or manufacturers specification shall be followed.
5. A proper shuttering schedule showing quantity of shuttering to be brought at site either in one lot or at different stages of work to be submitted by the contractor to the Engineer-in-Charge.

6. Maintenance of Register of Tests: -

   (i) All the registers of tests carried out at Construction Site or in outside laboratories shall be maintained by the contractor which shall be issued to the contractor by Engineer-in-Charge. In the same manner as being issued to CPWD field staff.

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

   (iii) All the test in field lab setup at Construction Site shall be carried out by the Engineering Staff deployed by the contractor which shall be 100% witnessed by JE and 50% of tests shall be witnessed by AE-in-charge. At least 10% of the tests are to be witnessed by the Executive Engineer.

(iv) All the entries in the registers will be made by the designated Engineering Staff of the contractor and same should be regularly reviewed by JE/AE/EE.

(v) Contractor shall be responsible for safe custody of all the test registers.

7. Contractor will submit a copy of all test registers, material at Site Register and other registers along with each alternate Running Account Bill and Final Bill.

8. Maintenance of Material at Site (MAS) Register: -

(i) All the MAS Register including Cement and Steel Registers shall be maintained by Contractor which shall be issued to the contractor by Engineer-in-Charge.

(ii) Each of the entry of receipt of material at site shall be 100% test checked by JE or by AE if there is no JE.

(iii) Each MAS Register shall be checked by JE at least twice a week and at least once a week by AE. If there is no JE than MAS Registers will be checked by AE at least twice a week.

(iv) Cement Register shall be reviewed by EE at least once in a month.

9. It will be deemed that work so measured, checked and paid is of the required quality and standard, both in respect of ingredients as well as the intended functions it is supposed to perform. In other words, the work would not only meet the required specifications but also the workmanship as per sound engineering practices.

8 Samples

The Contractor shall, at its own expense and without delay, provide the samples of Materials and relevant information like Manufacturer's test reports, standard samples of manufactured Materials and Samples of such other Materials as the Engineer-in-Charge may require for review and approvals in accordance with Clause 10A of GCC before actual use.

9 Test

(i) For determining that the Works conform to the Specifications and Standards, the Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement and in accordance with sound engineering practice for quality assurance. Frequency and the manner in which tests shall be conducted shall be in the following order of preference:

(a) Contract provisions.

(b) CPWD specifications.

(c) BIS codes.

(d) IRC codes.

(e) MoRTH Specifications.

(f) International Codes.

(g) Manufacturer's specifications.

Outside tests shall be conducted at Government labs /IITs/NITs and other approved laboratories by the Engineer-in-Charge for testing of materials

(ii) The Contractor shall, with due diligence, carry out all the tests in accordance with the agreement and furnish the results thereof to the Engineer-in-Charge. The Engineer-in-Charge or his authorized representative shall witness or participate during the testing as specified in NIT. The contractor shall provide all necessary assistance for witnessing/participating in the field tests.

(iii) In the event that results of any tests conducted under this clause establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures at its own cost and furnish a report to the Engineer-in-Charge in this regard. The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the works into compliance with the specifications and standards and the procedure shall be repeated until such Works conform to the Specifications and Standards

10 Inspection of records

The Engineer-in-Charge or his authorized representative shall have the right to inspect the records of the Contractor relating to the works.

11 Inspection of Works

i. Officers of CPWD, client shall be inspecting the ongoing work at site at any time with or without prior intimation. The contractor shall, therefore, keep updated the following requirements and detailing.

a. Entrance and area surrounding to be kept cleaned.
b. Display layout plan key plan, building drawings including plans, elevations and sections.
c. Upto date displays of Bar chart, CPM and PERT etc.
d. Keep details of quantities executed, balance quantities, deviations, possible Extra item, substituted Item etc.
e. Keep plastic / cloth mounted one sets of Structural Drawings.
f. Set of Helmets and safety shoes for exclusive use for officers/dignitaries visiting at site.

ii. The Engineer-in-Charge and his authorized subordinates shall at all times;

a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and

b) during production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship and to check the progress of the manufacturer of Materials.

iii. The Contractor shall give the Engineer-in-Charge and its authorized representative access, facilities and safety equipment for carrying out their obligations under this agreement.

12 Examination of work before covering up/ Test Check of item of Work

In respect of the work which the Engineer-in-Charge or his authorized representatives are required to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either carry out the examination, inspection or testing without unreasonable delay within 7 days, or promptly give notice to the Contractor that the Engineer-in-Charge does not require him to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity, not being less than 3(three) business days' notice, to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in-Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspections.

13 Rejection

i. If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Engineer-in-Charge may reject such piece of work, Plant, Materials, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this Agreement.

ii. If the Engineer-in-Charge requires a Piece of work, Plant, Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the department to incur any additional costs, such costs shall be recoverable by the Engineer-in-Charge from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

iii. The Contractor shall not be entitled to any extension of time on account of rectifying any defect or retesting as specified in this clause.

iv. Examination, inspection, measurement or testing of any Plant, Material, design or workmanship by the Engineer-in-Charge or its failure to convey its observations or to examine, inspect, measure or test shall neither relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge be liable for the same in any manner.

14 Remedial work

i. Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:
   (a) Remove from the site and replace any piece of work, plant or materials which are not in accordance with the provisions of this Agreement.
   (b) Remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and
   (c) Execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise.

ii. If the Contractor fails to comply with the instructions issued by the Engineer-in-Charge under aforesaid para, within the time specified in the notice or as mutually agreed, the Engineer-in-Charge may get the work executed by another agency. The cost so incurred by the Engineer-in-Charge for undertaking such work shall, without prejudice to the rights of the Engineer-in-Charge to recover damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Engineer-in-Charge from any amount due to be paid to the Contractor.

15 Program Chart

i. The Contractor shall prepare an integrated program chart within fifteen days of issue of award letter including civil as well as E & M activities for the execution of work, **using the suitable software like primavera, MS Project or any other software as mutually agreed by Engineer-in-Charge & the agency** showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period and submit the same for approval of the Engineer-In-Charge. The detailed provisions in clause 5 of GCC shall be followed.

ii. The Department shall in no way be responsible for either any delay in getting electric and/or water and/or telephone connections for carrying out the work or not getting connections at all. No claim of delay or any other kind, whatsoever, on this account shall be entertained from the Contractor. Also, contingency arrangement of stand-by water & electric supply shall be made by the Contractor for commencement and smooth progress of the work so that work does not suffer on account of power failure or disconnection or not getting connection at all. No claim of any kind whatsoever shall be entertained on this account from the Contractor. Nothing extra shall be payable on this account.

16 Cleanliness of Site

i. The Contractor shall not stack building material/ malba/muck on the land or road of the client or on the land owned by the others, as the case may be. So the muck, rubbish etc. shall be removed periodically as directed by the Engineer-in-Charge, from the site of work to the approved dumping grounds as per the local bye laws and regulations of the concerned authorities and all necessary permissions in this regard from the local bodies shall be obtained by the Contractor. Nothing extra shall be payable on this account. In case, the Contractor is found stacking the building material/ malba as stated above, the Contractor shall be liable to pay the stacking charges/penalty as may be levied by the local body or any other authority and also to face penal action as per the rules, regulations and bye-laws of such body or authority. The Engineer -in-Charge shall be at liberty to recover, such sums due but not paid to the concerned authorities on the above accounts, from any sums due to the Contractor including amount of the Security Deposit and performance guarantee in respect of this contract agreement.

ii. The Contractor shall take all care to prevent any water- logging at site. The waste water, slush etc. shall not be allowed to be collected at site. For discharge into public drainage system, necessary permission shall be obtained from relevant authorities after paying the necessary charges, if any, directly to the authorities. The work shall be carried out in such a way that the area is kept clean and tidy. All the fees/charges in this regard shall be borne by the Contractor. Nothing extra shall be payable on this account.

17 Insurance Policies

i. Before commencing the execution of work, the Contractor shall, without in any way limiting his obligations and liabilities, insure at his own cost and expense against any damage or loss or injury, which may be caused to any person or property, at site of work. The Contractor shall obtain and submit to the Engineer-in-Charge proper Contractor All Risk Insurance Policy for an amount 1.25 times the contract amount for this work, with Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary). Also, he shall indemnify the Department from any liability during the execution of the work. Further, he shall obtain and submit to the Engineer-in-Charge, a third-party insurance policy for maximum Rs.10 lakh for each accident, with the Engineer-in-Charge as the first beneficiary. The insurance shall be obtained in joint names of Engineer-in-Charge and the Contractor (who shall be second beneficiary).

ii. The Contractor shall, from time to time, provide documentary evidence as regards payment of premium for all the Insurance Policies for keeping them valid till the completion of the work. The Contractor shall ensure that Insurance Policies are also taken for the workers of his Sub-Contractors / specialized agencies also. Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall within 10 days from the date of letter of acceptance of the tender and thereafter at the end of each quarter submit a report to the Department giving details of the Insurance Policies along with Certificate of these insurance policies being valid, along with documentary evidences as required by the Engineer-in-

Charge. No work shall be commenced by the Contractor unless he obtains the Insurance Policies as mentioned above. Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by the Contractor. Nothing extra shall be payable on this account. No claim of hindrance (or any other claim) shall be entertained from the contractor on these accounts.

18 The Contractor shall at all reasonable times provide access to the Engineer-in-Charge or his authorized representative to the workshops, factories or other places where materials are stored, for inspection and/or collection of samples. Nothing extra shall be payable on this account.

19 The day-to-day receipt and issue accounts of different grade/brand of cement shall be maintained separately in the standard proforma by the Jr. Engineer-in-Charge of work and which shall be duly signed by the contractor or his authorized representative.

20 The contractor shall be fully responsible for the safe custody of materials brought by him issued to him even though the materials are under double lock key system.

21 Separate cement registers showing the receipt of the OPC and PPC shall be maintained at site. The contractor shall construct separate godowns for storage of OPC & PPC at site and nothing extra on this account shall be payable.

22 Cement issued shall be for consumption at site only. No cement for factory made items and those not manufactured at site shall be issued.

23 In case there is any discrepancy in frequency of testing as given in the list of mandatory test and that in the individual sub-head of work as per CPWD specification 2019 Vol. 1 & 2 the higher of the two frequencies of testing shall be adopted.

GENERAL TERMS AND CONDITIONS

1. The order of preference in case of any discrepancy as indicated in condition No. 8.1 under "Conditions of Contract" give in standard CPWD contract form may be read as the following:

(i) Description of items as given in Schedule of quantities
(ii) Particular specifications
(iii) Special conditions
(iv) Additional Conditions
(v) Tender drawings attached
(vi) CPWD Specifications
(vii) General Conditions of Contract for CPWD works
(viii) I. S. Codes
(ix) National Building code.
(x) ASTM, BS, or other foreign origin code mentioned in tender document
(xi) Decision of Engineer-in-Charge
(xii) Sound Engineering practices or well established local construction practices.

Note: Unless otherwise specified, CPWD Specifications 2019 volume I & II with correction slips till the last date of tender submission shall be followed in general. Any additional item of work, if taken up subsequently, shall also conform to the relevant CPWD specifications mentioned above.

A reference made to any Indian Standard specification in these documents, shall imply to the latest version of that standard. Including such revision / amendments as issued by the Bureau of Indian standard up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian standard applicable to the work at site.

2. Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of items in the schedule of quantities the work shall generally be carried out in accordance with the "CPWD specifications 2019 Vol. 1 and Vol. 2 (with upto date corrections slips). (Here in after to be referred to as CPWD specifications) and instructions of Engineer-in-Charge. Wherever CPWD specifications are silent the latest IS codes/specification shall be followed.

3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and nothing extra shall be payable to him on account of the same.

4 Several documents forming the tender are to be taken as mutually complementary to one another. Detailed drawings shall be followed in preference to small scale drawings and figured dimensions in preference to scale dimensions.

5 The works to be governed by this contract shall cover delivery and transportation up to destination, safe custody at site, insurance, erection, testing and commissioning of the entire works.

6 The work shall be carried out in accordance with the approved architectural drawings, structural drawings, services drawings to be issued from time to time, by the Engineer-in Charge. Before commencement of any item of work the contractor shall correlate all the relevant architectural and structural drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available from there is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer- in- charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information and no claim whatsoever shall be entertained by the department on this account.

7 The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. The stacking shall take place as per stacking plan however, if any change is required, the same shall be done with the approval of Engineer-in-Charge.

8 The Contractor shall bear all incidental charges for cartage, storage and safe custody of materials, if any, issued by department as well as to those materials also arranged by the contractor.

9 Any cement slurry added over base surface (or) for continuation of concreting for better bond is deemed to have been built in the items and nothing extra shall be payable or extra cement considered in consumption on this account.

10

a) The contractor (s) shall inspect the site of work before tendering and acquaint himself with the site conditions and no claim on this account shall be entertained by the department.

b) The contractor (s) shall get himself acquainted with nature and extent of the work and satisfy himself about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.

11 The contractor (s) shall study the soil investigation report for the site, available in the office of the Engineer-in-Charge and satisfy himself about complete characteristics of soil and other parameters of site. However, no claim on the alleged inadequacy or incorrectness of the soil data shall be entertained.

12 Existing roads of campus cannot be allowed to use for loaded Trucks. The Entry to the site for loaded trucks to carry material shall be along the Boundary Wall, the same shall be made good, improved and maintained by the contractor at his own cost. No payment shall be made on this account.

13 The contractor (s) shall give to the Municipality, Police and other authorities all necessary notices etc. that may be required by law and obtain all requisite Licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be leviable on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain light and other illumination on for cautioning the public at night.

14 The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards day and night speed limit boards red flags, red lights and providing barriers. He shall be responsible for all dangers and incidents caused to existing / new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work.

15 The contractor shall make his own arrangement for obtaining electric connection(s) if required and make necessary payments directly to the department concerned.

16 The contractor shall fully comply with all legal orders and directions of the Public or local authorities or municipality and adhere by their rules and regulations and pay all fees and charges for which he may be liable in this regard. Nothing extra shall be paid/reimbursed for the same.

17 If as per local Municipal regulations, huts for labour are not to be erected at the site of work; the contractor shall be required to provide such accommodation at a place outside the campus as is acceptable to the local body and nothing extra shall be paid on this account.

18 It shall be ensured by the contractor that no electric live wire is left exposed or unattended to avoid any accidents in this regard.

19 The contractor shall maintain in perfect condition, all portions executed till completion of the entire work allotted to him. Where however phased delivery of work is contemplated these provisions shall apply separately to each phase.

20 The entire royalty at the prevalent rates shall have to be paid by the contractor on all the boulders, metals, shingle sand etc. collected by him for execution of the work, directly to the Revenue authority or authorized agents of the State Government concerned or the Central Government, as the case may be.

21 The contractor shall issue Identity card to all labourers and engineers/staff engaged by him and nothing shall be paid on this account.

22 **Prevention of Nuisance and Pollution Control**

The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties from pollutants like smoke, dust, noise. The contractor shall use such methodology and equipment so as to cause minimum environmental pollution of any kind and minimum hindrance to road users and to occupants of the adjacent properties or other services running adjacent/near vicinity. The contractor shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused due to the execution of the work or by traffic brought thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor, without any reservation, entirely to the satisfaction of the Engineer-in-Charge.

Water Pollution

(i) The Contractor shall take all precautionary measures to prevent the wastewater during construction to accumulate anywhere.

(ii) The wastewater arising from the work is to be disposed of in the manner that is acceptable to the Engineer –in-charge.

23 If the work is carried out in more than one shift or during night no claim on this account shall be entertained.

24 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

25 The contractor shall be responsible for the watch and ward / guard of the buildings, safety of all fittings and fixtures including sanitary and water supply fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the building is physically handed over to the department. No extra payment shall be made on this account.

26 The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued by department.

27 The contractor shall take instructions from the Engineer-in-charge for stacking of materials. No excavated earth or building materials etc. shall be stacked / collected in areas where other buildings, roads, services, compound walls etc. are to be constructed.

Any trenching and digging for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured within the least possible time.

28 The contractor shall take all precautions to avoid accidents by, exhibiting caution boards day and night, speed limit boards, red flags, red light and providing necessary barriers and other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.

i) The contractor shall conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

29 Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Engineer-in-Charge, well in advance of actual execution and shall be preserved till the completion of the work. Articles bearing BIS certifications mark shall only be used unless no manufacturer has got BIS mark for the particular material. Any material/fitting whose sample has not been approved in advance and any other unapproved material brought by the contractor shall be immediately removed as soon as directed.

Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping/baling out water, if necessary, for which no extra payment shall be made. Those conditions shall be considered to include water from any source such as inflow of flood, surface and sub-soil water etc. and shall apply to the execution in any season.

30 Construction Waste Disposal

(i) The pre-identified dump locations will be a part of solid waste management plan to be prepared by the Contractor in consultation with Engineer-in-charge.

(ii) Contractor shall get approved the location of disposal site prior to commencement of the excavation/dismantling work on any section of the work site.

(iii) Contractor shall ensure that any spoils of material / construction / dismantled material waste will not be disposed off in any municipality solid waste collection bins.

31 Procurement of Construction Materials

(i) All vehicles delivering construction materials to the site shall be covered to avoid spillage of materials and maintain cleanliness of the roads.

32 Security And Traffic Arrangements

In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /Material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on such accounts. The loss of time on these accounts, if any, shall have to be made up by augmenting additional resources whatever required.

33 No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and the work for which payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T&P/Machinery brought to the site by him.

34 The contractor shall construct suitable godowns, yard at the site of work for storing all other materials so as to be safe against damage by sun, rain, damages, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost

35 All materials obtained from contractor shall be got checked by the representative of Engineer- in-Charge on receipt of the same at site before use.

36 All statutory taxes, levies, charges (including water and sewerage charges, charges for temporary service connections and / or any other charges) payable to such authorities for carrying out the work, shall be borne by the Contractor. The Contractor shall arrange to give all notices as required by any statutory / regulatory authority and shall pay to such authority all the fees that is required to be paid for the execution of work. He shall protect and indemnify the Department and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

37 For works below ground level the contractor shall keep that area free from water. If dewatering or bailing out of water is required the contractor shall do the same at his own cost and nothing extra shall be paid.

38 The Contractor shall make all necessary arrangements for protecting from rains, fog or likewise extreme weather conditions, the work already executed and for carrying out further work, during monsoon including providing and fixing temporary shelters, protections etc. Nothing extra shall be payable on this account and also no claims for hindrance shall be entertained on this account.

39 In case of flooding of site on account of rain or any other cause and any consequent damage, whatsoever, no claim financially or otherwise shall be entertained notwithstanding any other provisions elsewhere in the contract agreement. Also, the Contractor shall make good, at his own cost, the damages caused, if any. Further, no claims for hindrance shall be entertained on this account.

40 A site laboratory with the minimum equipment's as specified in CPWD specifications/in this agreement shall be established, made functional and maintained within one month from the award of work as per clause 10A of schedule A to F without any extra cost to the department. In case of non-compliance / delay in compliance (To be set up within maximum 2 months from date of start) in this, a recovery @ Rs. 500/- per day will be imposed which will be recovered from the immediate next R/A Bill of the Contractor.

41 Tools And Plants

The bidder should have own constructions equipment required for the proper and timely execution of the work. Nothing extra shall be paid on this account.

No tools and plants including any special T&P etc. shall be supplied by the Department and the Contractor shall have to make his own arrangements at his own cost. No claim of hindrance (or any other claim) shall be entertained on this account.

42 Scaffolding

Wherever required for the execution of work, all the scaffolding shall be provided and suitably fixed, by the Contractor. It shall be provided strictly with steel double scaffolding system, suitably braced for stability, with all the accessories, gangways, etc. with adjustable suitable working platforms to access the areas with ease for working and inspection. It shall be designed to take all incidental loads. It should cater to the safety features for workmen. Nothing extra shall be payable on this account. It shall be ensured that no damage is caused to any structure due to the scaffolding.

In all situations, centering/scaffolding/staging for casting of these structures should be properly designed by qualified and experienced person/agency having past experience in design of false work (centering) for concrete structures and should be proof checked by similar experienced person/agency and it should be properly approved and issued to contractor by Engineer-in-charge. The provisions of clause 7 of IS: 14687 may be referred for design of false work (centering).

A method statement for erection and dismantling of the centering/scaffolding/staging and process of concreting shall be prepared by contractor and submitted to Engineer-in-charge. The provisions of clause 9 of IS: 14687 may be referred for erection of false work (centering), safety precautions and other site operations, pertaining to false work (centering).

Experienced form watcher shall be engaged during erection, concreting and dismantling for early detection of any movement or instability in the system. The field engineers shall ensure that CPWD specifications and provisions of BIS codes are strictly followed.

A detailed program of field safety inspection of centering/scaffolding/form work of such structures during different stages should be chalked out and strictly followed.

Provision of safety net, fall arresting system including other gears, for workers, working over these structures shall be made in contract and should be followed strictly.

43 The Contractor shall do proper sequencing of the various activities by suitably staggering the activities within various pockets in the plot so as to achieve early completion. The agency to deploy adequate equipment, machinery and labour as required for the completion of the entire work within the stipulated period specified. Also, ancillary facilities shall be provided by contractor commensurate with requirement to complete the entire work within the stipulated period. Nothing extra shall be payable on this account. Adequate number/sets of equipment in working condition, along with adequate stand-by arrangements, shall be deployed during entire construction period. It shall be ensured by the Contractor that all the equipment, Tools & Plants, machineries etc. provided by him are maintained in proper working conditions at all times during the progress of the work and till the completion of the work. Further, all the constructional tools, plants, equipment and machineries provided by the Contractor, on site of work or his workshop for this work, shall be exclusively used in the construction of this work and they shall not be shifted/ removed from site without the permission of the Engineer-in- Charge.

44 Royalty

Royalty at the prevalent rates shall be paid by the Contractor or the RMC supplier as per the terms of supply between them, on all materials such as boulders, metals, all sizes stone aggregates, brick aggregates, coarse and fine sand, moorum, earth, river sand, gravels and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Further, contractor needs to submit proof of submission of full royalty to the state government or local authority. Nothing extra shall be payable on this account.

45 Preservation And Conservation Measures

i. Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services, if any, encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, expenditure incurred in doing so shall be payable to the contractor. The contractor shall work out the cost; get the same approved by Engineer-in-Charge before taking up actual execution. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.

ii. All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest discovered on project location during excavation/construction shall be the property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his work men or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof and before removal acquaint the Engineer- in-charge of such discovery and carry out the official instructions of Engineer-in- charge for dealing with the same, till then all work shall be carried out in a way so as not to disturb/damage such article or thing.

46 Responsibility

i. He shall protect and indemnify the Department (Client / CPWD) and its officials & employees against any claim and /or liability arising out of violations of any such laws, ordinances, orders, decrees, by himself or by his employees or his authorized representatives. Nothing extra shall be payable on these accounts.

ii. The Contractor shall assume all liability, financial or otherwise in connection with this contract and shall protect and indemnify the Department from any and all damages and claims that may arise on any account. The Contractor shall indemnify the Department against all claims in respect of patent rights, royalties, design, trademarks of name or other protected rights, damages to adjacent buildings, roads or members of public, in course of execution of work or any other reasons whatsoever, and shall himself defend all actions arising from such claims and shall indemnify the Department in all respect from such actions, costs and expenses. Nothing extra shall be payable on this account.

47 Co-Operation with Other Contractors /Specialized Agencies/ Associate Contractors

i. The Contractor shall take all precautions to abide by the environmental related restrictions imposed by any statutory body having jurisdiction in the area as well as prevent any pollution of streams, ravines, river bed and waterways. All waste or superfluous materials shall be transported by the Contractor, entirely to the satisfaction of the Engineer- in-Charge and disposed at designated places only. No claim what so ever on account of site constraints mentioned above or any other site constraints, lack of public transport, inadequate availability of skilled, semi-skilled or unskilled workers in the near vicinity, non-availability of construction machinery spare parts and any other constraints not specifically stated here, shall be entertained from the Contractor. Therefore, the Tenderers are advised to visit site and get first-hand information of site constraints. Accordingly, they should quote their tenders. Nothing extra shall be payable on this account.

ii. The Contractor shall cooperate with and provide the facilities to the associate Contractors and other agencies working at site for smooth execution of the work. The contractor shall indemnify the Department (CPWD) against any claim(s) arising out of such disputes. The Contractor shall:

(a) Allow use of scaffolding, toilets, sheds etc.
(b) Properly co-ordinate their work with the work of other Contractors.
(c) Provide control lines and benchmarks to his associate Contractors and the other Contractors.
(d) Provide electricity and water at mutually agreed rates.
(e) Provide hoist and crane facilities for lifting material at mutually agreed rates.
(f) Co-ordinate with other Contractors for leaving inserts, making chases, alignment of services etc. at site.
(g) Adjust work schedule and site activities in consultation with the Engineer-in-Charge and other Contractors to suit the overall schedule completion.
(h) Resolve the disputes with other Contractors/ associate contractors amicably and the Engineer-in-Charge shall not be made intermediary or arbitrator.

48 Supervision of Work:

The Contractor shall depute Site Engineer & skilled workers as required for the work along with details of Engineers and supervisory staff. It shall be ensured that all decision-making powers shall be available to the representatives of the Contractor at Nagpur itself to avoid any likely delays on this account. The Contractor shall also furnish list of persons for specialized works to be executed for various items of work. The Contractor shall identify and deploy key persons having qualifications and experience in the similar and other major works, as per the field of their expertise. If during the course of execution of work, the Engineer-in-Charge is of the opinion that the deployed staff is not sufficient or not well experienced, the

Contractor shall deploy more staff or better- experienced staff at site to complete the work with quality and in stipulated time limit. Required minimum experience of technical representatives of the contractor shall be as per table given in schedule "F" under clause 32.

49 Specialized Agencies

i. The contractor has to engage one of the approved agencies as mentioned in the list of specialized work. The main contractor shall not change the specialized agency. However, if the change is warranted, he may do so, with permission of Engineer-in-charge. Nothing extra shall be payable on this account.

ii. It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any

50 Personal Safety Measures for Labour

Contractor shall provide the following items for safety of workers employed by contractor and associate agencies:

(i) Protective footwear / helmet and gloves to all workers employed for the work on mixing, cement, lime mortars, concrete etc. and openings in water pipeline/sewer line.

(ii) Welder's protective eye-shields to workers who are engaged in welding works.

(iii) Safety helmet and Safety harness/ belt Provide adequate sanitation/safety facilities for construction workers to ensure the health and safety of the workers during construction, with effective provisions for the basic facilities such as sanitation, drinking water and safety equipment's or machinery.

(iv) All the workers should be wearing helmet and shoes all the time on site.

(v) Masks and gloves should be worn whenever and wherever required.

(vi) Adequate drinking water facility should be provided at site, adequate number of decentralized latrines and urinals to be provided for construction workers.

(vii) Full time workers (if any with the approval of Engineer-in-Charge) residing on site should be provided with clean and adequate temporary hutment.

(viii) First aid facility should also be provided.

(ix) Overhead lifting of heavy materials should be avoided. Barrow wheel and hand-lift boxes should be used to transport materials onsite.

(x) Tobacco and cigarette smoking should be prohibited onsite.

(xi) All dangerous parts of machinery are well guarded and all precautions for working on machinery are taken.

(xii) Maintain hoists and lifts, lifting machines, chains, ropes and other lifting tackles in good condition. Provide safety net of adequate strength to arrest falling material down below.

(xiii) Use of durable and reusable formwork systems to replace timber formwork and ensure that formwork where used is properly maintained.

(xiv) Ensure that walking surfaces or boards at height are of sound construction and are provided with safety rails and belts. Provide protective equipment's such as helmets.

(xv) Provide measure to prevent fire. Fire extinguisher and buckets of sand to be provided in fire prone area and elsewhere.

(xvi) Provide sufficient and suitable light for working during night.

(xvii) Ensure that measures to protect workers from materials of construction, transportation, storage and other dangers and health hazards are taken.

(xviii) Ensure that the construction firm/division/company have sound safety policies.

(xix) Comply with the safety procedure, norms and guidelines (as applicable) as outlined in NBC 2016.

(xx) Adopt additional best practices and prescribed norms as in NBC 2016.

51 Identify roads on-site that would be used for vehicular traffic. Update vehicular roads (if these are unpaved) by increasing the surface strength by improving particle size, shape and mineral type that make up the surface base. Add surface gravel to reduce source of dust emission. Limit amount of fine particles (smaller than 0.075mm) to 10 - 20%. Limit vehicular speed on site 10km/h. Nothing extra will be payable for this.

52 All material storages should be adequately covered and contained so that they are not exposed to situations where winds on site could lead to dust/particulate emissions.

53 Spills of dirt or dusty materials shall be cleaned up promptly so the spilled material does not become a source of fugitive dust and also to prevent of seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that the clean – up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained/cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

54 Ensure that water spraying is carried out by wetting the surface by spraying water on:

(i) Any dusty material.

(ii) Areas where demolition work is carried out.

(iii) Any unpaved main-haul road and.

(iv) Areas where excavation or earth moving activities are to be carried out.

55 The contractor shall ensure the following:

(i) Cover and enclose the site by providing dust screen, sheeting or netting to scaffold along the perimeter of a building.

(ii) Covering stockpiles of dusty material with impervious sheeting.

(iii) Covering dusty load on vehicles by impervious sheeting before they leave the site.

(iv) Transferring, handling / storing dry loose materials like bulk cement and dry pulverized fly ash inside a totally enclosed system.

(v) Spills of dirt or dusty materials shall be cleaned up promptly so that the spilled material does not become a source of fugitive dust and also to prevent seepage of pollutant laden water into the ground aquifers. When cleaning up the spill, ensure that

the clean-up process does not generate additional dust. Similarly, spilled concrete slurries or liquid wastes should be contained / cleaned up immediately before they can infiltrate into the soil/ground or runoff in nearby areas.

(vi) Clear vegetation only from areas where work will start right away.

56 Adopt measures to prevent air pollution in the vicinity of the site due to construction activities. There is no standard reference for this. The best practices should be followed (as adopted from international best practice documents and codes).

57 Provide sheet covering / barricading of site of not less than 6m height along the site boundary, next to a road or other public area. Nothing extra will be paid for this.

58 The contractor shall provide experienced personnel with suitable training to ensure that these methods are implemented. Prior to the commencement of any work, the method of working, plant equipment and air pollution control system to be used on – site should be made available for the inspection and approval of the Engineer –in-Charge to ensure that these are suitable for the project.

59 Employ measures to segregate the waste on-site into inert, chemical or hazardous wastes. Recycle the unused chemical/hazardous wastes such as oil, paint, batteries and asbestos. The inert waste is to be disposed off to Municipal Corporation/local bodies dump yard and landfill sites.

60 Spill prevention and control plans should clearly state measures to stop the source of the spill. Measures to contain the spill and measures to dispose the contaminated material and hazardous wastes. It should also state the designation of personnel trained to prevent and control spills. Hazardous wastes include pesticides, paints, cleaners and petroleum products.

61 All lighting installed by the contractor around the site and at the labour quarters during construction shall be CFL/LED bulbs of the appropriate illumination levels. This condition is a must, unless specifically prescribed otherwise.

62 The Agency shall pay bonus to all deployed labor as per "The Payment of Bonus (Amended) Act 2015 as applicable. The same shall be reimbursing to agency on produce of documentary proof.

Note: 1. The general terms and conditions detailed above are in addition to special/ other/ additional conditions as specified elsewhere in tender document.

1. Nothing extra shall be paid on the account of these conditions.

ADDITIONAL CONDITIONS

1. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available etc. Before quoting his rates and no claim on this account shall be entertained by the department.

2. The contractor(s) shall get him acquainted with nature and extent of the work and satisfy him about the availability of materials from kiln or approved quarries for collection and conveyance of materials required for construction.

3. ~~The contractor(s) may study Architectural drawings which are available in the office of **Executive Engineer, Nagpur-I, CPWD, Nagpur** on all working days between 11:00 to 17:00 hrs.~~

4. The tenderer shall see the approaches to the site. In case any approach from main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractor, the same shall be provided, improved and maintained by the contractor at his own cost. No payment shall be made on this account.

5. Contractor shall take all precautionary measures to avoid any damage to adjoining property. All necessary arrangement shall be made at his own cost.

6. The contractor shall take all necessary precautions to prevent any nuisance or in-convenience to the owners, tenants or occupiers of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of smoke, streams and water-ways. He shall make good at his cost and to the satisfaction of the Engineer-in-Charge, any damage to roads, paths, cross drainage works or public or private property whatsoever caused thereon by the contractor. All waste or superfluous materials shall be carried away by the contractor without any reservation entirely to the satisfaction of the Engineer-in-Charge.

7. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of building/adjacent properties.

8. The contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment, the level and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the contractor at his own cost to the instructions and satisfaction of the Engineer-in-Charge.

9. The rates quoted by the contractor are deemed to be inclusive of site clearance, setting out work, profile, establishment of reference bench mark, spot levels, construction of all safety and protection devices, barriers, earth embankments, preparatory works, all testing of materials working during monsoon, working at all depths, height and locations etc. unless specified in the schedule of quantities.

10. Royalty at the prevailing rates wherever payable shall have to be paid by the contractor on the boulders, metal, shingle, sand and bajri etc. or any other material collected by him for the work direct to revenue authorities and nothing extra shall be paid by the department for the same.

11. The contractor shall provide at his own cost suitable weighing, surveying and levelling and measuring arrangements as may be necessary at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Engineer-in-Charge. Nothing extra shall be payable on this account.

12. The contractor shall get the water tested with regard to its suitability and conforming to the relevant IS Code. The contractor shall obtain written approval from the Engineer-in-Charge before he proceeds by using the same for execution of work. The water testing charges shall be borne by the contractor.

13. All material shall only be brought at site as per program finalized with the Engineer-in- Charge. Any delivery of the material not required for immediate consumption shall not be accepted and thus not paid for.

14. All materials and fittings brought by the contractor to the site for use shall conform to the samples approved by the Engineer-in-Charge which shall be preserved till the completion of the work. If a particular brand of material is specified in the nomenclature of item, the same shall be used after getting the same approved from Engineer-in-Charge. Wherever brand / quality of material is not specified, the contractor shall submit the samples as per approved list of brand names given in the tender document / particular specifications for approval of technical sanctioning authority. For all other items, materials and fittings of ISI Marked shall be used with the approval of Engineer-in-Charge. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval to avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Engineer-in-Charge is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost.

15. The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material / work beyond set-out tolerance limit shall be summarily rejected by the Engineer-in-Charge & contractor shall be bound to replace / remove such sub-standard / defective work immediately.

16. For construction works which are likely to generate malba / rubbish the contractor shall dispose of malba, rubbish & other unserviceable materials and wastes to the notified specified Municipal dumping ground & disposed off to recycling agents only and under no circumstances these shall be stacked / dumped even temporarily, outside the construction premises.

17. In the event of any restrictions being imposed by the Security agency, CPWD, Traffic or any other authority having jurisdiction in the area on the working or movement of labour/material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.

18. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever during the execution of the work. The contractor shall be fully responsible for any damage to the govt. property and work for which the payment has been advanced to him under the contract and he shall make good the same at his risk and cost. The contractor shall be fully responsible for safety and security of his material, T & P, Machinery brought to the site by him.

Other Conditions :-

1 The contractor shall not store/dump construction material or debris on metalled road.

2 The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.

3 The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.

4 The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicle are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.

5 The contractor shall provide mask to every worker working on the construction/Construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.

6 The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.

7 The contractor shall ensure that C&D waste is transported to the C&D waste site only and due record shall be maintained by the contractor.

8 The contractor shall compulsorily use jet in grinding and stone cutting.

9 The contractor shall carry out On-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

10 The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed

reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.

11 The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.

12 No extra payment will be made for operation/activity mentioned at Sl. No. 1 to 11 above.

13 **Interest on Arbitration award:** It is also a term of this arbitration agreement that where the Arbitral award against any dispute is for the payment of money, no pre-suit and pendent elite interest shall be payable on any part of the Arbitral award**.**

~~**14 Condition for BIM professional**~~

~~The contractor will deploy a BIM professional having experience in building information model related works for at least 5 years. Engineer-in-Charge will approve the credential of BIM professional and BIM professional will report to the Architect, O/O The CE, CPWD, Nagpur. The job of BIM professional will be broadly to prepare 3D architectural, structural and service drawings of the project based on 2D architectural, structural and service drawings to be provided by the respective Engineer-in-Charge and architect of CPWD. All the relevant infrastructure like software, hardware, computers, laptops etc. shall be arrange by BIM professional himself as per the requirements of the work.~~

~~BIM professional will work on 3D architectural models and will generate 3D models as well as 2D drawings of all services and structural designs of the buildings in the project besides generating and resolving clash reports and uploading the same on the ERP collaboration portal with the approval of architect/Engineer-in-Charge of CPWD.~~

MODE OF MEASUREMENTS

(A) For Computerized Measurement:

The measurements shall be recorded and entered in computerized format in the first instance by the contractor, and a hard copy shall be submitted to the Department. All entries shall be made exactly as per the existing procedure.

These measurements shall then be 100% checked by the Junior Engineer / Assistant Engineer. The contractor shall incorporate all such changes or corrections, as may be done during these checks, to his draft computerized measurement and submit to the department the corrected computerized measurement Books now in use, and with its pages machine numbered.

Executive Engineer shall test check these computerized measurement as per the existing instructions. This book shall be treated as a Computerized Measurement Book.

The Junior Engineer / Assistant Engineer and the Executive Engineer shall record the necessary certificates for their checks and test checks as per the existing procedure in this Computerized Measurement Book.

The Computerized Measurement Book shall be allotted a serial number as per the Register of Computerized Measurement Books.

(B) For Electronic Measurement:

Recording on-line Measurement(s) and raising RFI by the contractor:

i. Login to CPWD ERP Portal through "e-NlRMlT contractor login" tile available on CPWD web site "cpwd.gov.in".
ii. Contractor dashboard appears after successful login. Select the agreement number from the drop down. Project ID, name of work etc. are auto populated with reference to the agreement selected.
iii. Click on the RFI tile, a screen appears with following tabs:

- Create Measurement: This functionality is to record online measurement(s).
- Update Measurement: To update already created measurements and to submit the Measurement for RFI.
- Display Measurement: To display the recorded measurements.
- Create RFI: To raise the RFI for the measurements already recorded and submitted for RFI.
- Update RFI: To Update the RFI or /and submit the RFI to CPWD team by selecting the concerned JE/AE from the Team.
- Display RFI: To Display the data of the RFI.

Generating, downloading and printing-MB:

To generate e-MB, click on the e-MB icon of RFI dashboard for selected agreement, and select discipline against which e-MB has to be raised. Select RFI(s) from the list for which e-MB is to be created.

Once selection of RFI(s) is confirmed, contractor can create the e-MB for the same. On next screen system will show summary of the items processed in the RFI(s).Click on save and e-MB will be generated. Print icon will be activated after save, contractor can download the e-MB contents as follows:

i. Date wise measurements of the items.
ii. Summary of the quantities of the items measured in the current e-MB.

Signature of Contractor:

The signature of contractor or his/her authorized representative is obtained in the e-MB for each set of Measurements. Contractor to submit **three sets** of e- MB , duly bound and machine page numbered, duly signed on each page to the Engineer-in-Charge. Engineer -in- Charge to issue number to each e-MB through Register of e-MBs.

No cutting/overwriting /insertion is allowed in the downloaded and printed e-MB.

The pages of e-MB are ERP numbered.

ADDITIONAL CONDITIONS FOR CEMENT

1. The contractor shall procure 43 grade ordinary Portland cement conforming to IS: 8112 /Portland Pozzolana Cement conforming to IS:1489 {Part-I} as required in the work, from reputed manufacturers or their authorized dealers/ reseller of cement such as A.C.C., Ultratech, Shree cement, Ambuja, Jaypee Cement, Century Cement, J.K. Cement **or from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum as approved by SDG or his successor thereof appointed by competent authority for that region**. The tenderers may also submit a list of names of cement manufacturers which they propose to use in the work. The tender accepting authority reserves right to accept or reject name(s) of cement manufacturer(s) which the tenderer proposes to use in the work. No change in the tendered rates will be accepted if the tender accepting authority does not accept the list of cement manufacturers, given by the tenderer, fully or partially.

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

2. The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge. The cement godowns of the capacity to store a minimum of **2000 bags** of cement shall be constructed by the contractor at site of work for which no extra payment shall be made.

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

4 The cement shall be got tested by the Engineer-in-Charge and shall be used on the work only after satisfactory test results have been received. **All expenditure to be incurred for testing of samples e.g. supply of material, packaging, sealing, transportation, loading, unloading, etc. including testing charges shall be borne by the contractor.**

5 The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by conditions laid therein. No Minus side cement consumption is allowed. In case of excess consumption no adjustment need to made.

6 The cement brought to site and the cement remaining unused after completion of the work shall not be removed from site without the written permission of the Engineer-in-Charge.

7 The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do show within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.

8 The contractor may use PPC confirming to IS 1489 (Part I) in place of OPC for other items of work other than concrete and RMC.

9 43 grades ordinary Portland cement conforming to IS 8112 shall be used for concrete and RMC work. The Contractor shall procure cement only from reputed manufacturers as per list of preferred brands as specified in the tender document.

10 Cement: - 43 grade ordinary Portland cement conforming to IS 8112 shall be used.

a) In case 43 grade Ordinary Portland Cement is not available, the contractor will be allowed to use 53 grade Ordinary Portland Cement (confirming to IS: 12269), subject to documentary evidence produced by the contactor regarding non availability of the specified grade and also subject to independent verification by the Engineer-in-Charge. Nothing extra shall be paid for this.

b) Use of fly ash conforming to IS 3812 (Part –I) is permitted in cement concrete work as partial substitution of OPC subject to fulfilment of conditions as per IS 1489 (Part-I) and satisfying the condition of minimum cement content.

ADDITIONAL CONDITIONS FOR STEEL REINFORCEMENT

1. Special condition for steel reinforcement bars.

1.1 The Contractor shall procure only ISI marked Low alloy/Corrosion resistant steel (CRS) reinforcement bars (TMT bars Fe500 D or Higher Grade or more) from steel manufacturers such as SAIL, RINL, TATA, JSW, JSPL or their authorized dealer/reseller approved by SDG conforming to the OM No. CSQ/SE (TAS)/Steel/2024/264-H Dated: 21/082024 which is enclosed with the documents.

1.2 The contractor shall obtain manufacturer's certificate stating the process of manufacture, chemical composition and test sheet giving result of each mechanical test applicable to the material purchased and submit it to the Engineer-in-Charge. Each test certificate shall indicate the number of the cast to which it applies corresponding to the number or identification mark to be found on the material.

1.3 Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes.

1.4 In case the test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week time or written orders from the Engineer-in-Charge to do so.

1.5 The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more, or as decided by the Engineer-in charge.

1.6 The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

1.7 For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	**For consignment below 100 tonnes**	**For consignment above 100 tonnes**
Under 10 mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10 mm to 16mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof
Over 16 mm dia bars	One sample for each 50 tonnes or part thereof	One sample for each 75 tonnes or part thereof

Note: Consignment shall be defined as quantity included in single purchase voucher.

1.8 All expenditure to be incurred for testing of samples e.g. supply of material, packaging, sealing, transportation, loading, unloading, etc. including testing charges shall be borne by the contractor.

1.9 The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 38 of the contract and shall be governed by conditions laid therein. No Minus side consumption is allowed. In case of excess consumption no adjustment need to be made.

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

1.11 Steel bars brought by the contractor for use in the work shall be got checked from the Engineer-in-Charge or his authorized representative of the work on receipt of the same at site before use.

1.12 In case the contractor brings surplus quantity of steel the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.

1.13 Reinforcement including authorized spacer bars and lappages shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.

1.14 The standard sectional weights referred to as in **Table 5.4 under para 5.3.4 ,page- 140**, in CPWD specifications for works 2019 Vol.1 will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars into standard weight.

1.15 Records of actual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site. The decision of the Engineer-in-Charge shall be final for the procedure to be followed for determining the average sectional weight of each lot. Quantity of each diameter of steel received at site of work each day will constitute one single lot for the purpose. The weight of steel by conversion of length of various sizes of bars based on the actual weighted average sectional weight shall be termed as derived actual weight.

1.16 If the derived weight as in para **1.15** above is lesser than the standard weight as in para**1.14** above the derived actual weight shall be taken for payment.

If the derived actual weight is found more than the standard weight then the standard weight as worked out in para **1.14** above shall be taken for payment. In such case nothing extra shall be paid for the difference between the derived actual weight and the standard weight.

1.17 Mixing of different type of steel/different grades of steel shall not be allowed in the same structural members as main reinforcement to satisfy clause 26.1 of IS: 456.

1.18 Tolerances on Nominal Mass (individual sample) shall be as under:-
(Table 5.4A / page-141 / Specification – Vol-1-2019)

Sl. No.	Nominal size mm	Tolerances on the Nominal Mass, percentage
1	Up to and including 10	-8%
2	Over 10 up to & including 16	-6%
3	Over 16	-4%

PARTICULAR SPECIFICATION & CONDITIONS OF WORK

1 EARTH WORK

1.1 The work shall be done in accordance with CPWD specifications. Any trenching and digging within the least possible for laying sewer lines/water lines/cables etc. shall be commenced by the contractor only when all men, machinery's and materials have been arranged and closing of the trench(s) thereafter shall be ensured time.

1.2 The earthwork in excavation, wherever required, shall be carried out in slushy position. Rates for earthwork shall include cost of the element for working in or under water / liquid mud including pumping of water / liquid mud. Nothing extra shall be payable on this account. Therefore, the Contractor shall quote his rates after studying the site conditions.

1.3 De-watering shall be carried out by suitable means with adequate stand-by arrangements of pumps etc. and it shall be ensured that its disposal is carried out as per the regulations of the local bodies. The agencies are, therefore, advised to inspect and acquaint themselves of the site and location of disposal point(s) of water / slush and satisfy themselves as regards method of pumping and disposal required to be adopted. Any default or failure on the part of the Contractor to acquaint him with the aforesaid aspect of work shall not absolve him from his responsibility for the execution / performance of this contract. Also, all permissions in this regard, to be taken from local authorities, shall be obtained by the Contractor. Nothing extra shall be payable on these accounts.

1.4 In trenches where surface water is likely to get into cut / trench during monsoons, a ring bund of puddle clay or by any other means shall be formed outside, to the required height, and maintained by the Contractor. Also, suitable steps shall be taken by the Contractor to prevent back flow of pumped water into the trench. Nothing extra shall be payable on this account.

1.5 The cost of de watering or working under water and / or liquid mud for execution of all the items for the work is deemed to be included in quoted rates of the respective items and shall not be measured separately for payment. Nothing extra shall be payable for de watering in this work, irrespective of whether specified or not, in the item descriptions or in the specifications / conditions in this contract agreement.

1.6 This shall also include water encountered from any sources such as rains, floods, sub-soil water table being high and/or due to any other cause whatsoever.

1.7 <u>Note for all items for excavation:-</u>
It is the responsibility of the contractor to take suitable slope protection measures, If required, to ensure protection of adjoining structures / buildings / compound wall / service line etc during excavation.

The contractor shall submit proposal for the measures to be undertaken, to the Engineer-in-Charge for approval before excavation. The approval shall not absolve the contractor of his responsibility to ensure protection of adjoining structures / buildings / compound wall / service line etc during excavation. The rates quoted by the contractor shall be inclusive of all such protection measures.

1.7 <u>Note regarding payment of Royalty to State Government</u>

No excavated earth shall be removed from the campus unless suggested otherwise by Engineer-in-Charge. All subsoil shall be reused in backfilling / landscape, etc. as per the instructions of the Engineer-in-Charge. The surplus excavated earth shall be disposed of by the contractor at his own cost for reuse. Royalty at the prevailing rate on the soil is to be deposited with the State Govt. Department. A receipt of the same is to be produced by the contractor to the Engineer-in-Charge as a proof of payment. A certificate of reuse as required by the Engineer-in-Charge shall be submitted by the contractor.

2 RCC WORK

The work shall be done as per CPWD specifications.

2.1 If the quantity of cement actually used in the work is found to be more than the theoretical quantity of cement including authorized variation, nothing extra shall be payable to the contractor on this account. No minus side variation is allowed in quantity of cement actually used.

2.2 For non-scheduled items, the decision of the Engineer-in-charge or his successor thereof regarding theoretical quantity of the cement which should have been actually used shall be final and binding on the contractor.

2.3 Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.

2.4 In case the contractor brings surplus quantity of cement the same after completion of the work will be removed from the site by the contractor at his own cost after approval of the Engineer-in-Charge.

2.5 Cement register for the cement shall be maintained at site. Cement bags shall be stored in separate godowns to be constructed by the contractor at his own cost as per sketch (which is only indicative and actual size will depend on the site requirements) given in CPWD specifications with weather proof roofs and walls. Each godown shall be provided with a single shutter door with two locks. The key of one lock shall remain with Engineer-in-charge or his authorized representative and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is issued from the godown according to the daily requirements with the knowledge of both parties and proper account for the same is maintained in the standard proforma.

PROFORMA FOR THE CEMENT REGISTER

PARTICULARS OF RECEIPT

Date of receipt	Quantity received	Progressive total	Date of issue	Quantity issued	Items of work for which issued
1	2	3	4	5	6

PARTICULARS OF ISSUE

Qty. returned at the end of the day	Total issued	Daily balance in hand	Contractor's initial	JE's initial	Remarks (AE/EE's periodical check)
7	8	9	10	11	12

1.0 SANITARY INSTALLATIONS, WATER SUPPLY AND DRAINAGE

1.1 The work of water supply and sanitary installations shall be got executed by the agency as approved by Engineer-in-Charge.

(i) The entire plumbing drawing and sanitary installation drawing/ details shall be submitted by the contractor and got approved by the Engineer-in-Charge before the execution.

(ii) The entire responsibility for the quality of work will however rest with the building contractor only.

1.2 The work of water supply, internal sanitary installations and drainage etc. shall be carried out as per the bylaws of the Municipal Corporation or any other local body and the contractor shall produce necessary completion certificates from such authority after completion of work if required.

1.3 All water tanks, taps, sanitary, water supply and drainage pipes fittings and accessories etc. shall conform to the bylaws and specifications of the Municipal Body/Corporation where CPWD specifications are not available.

1.4 The contractor shall engage licensed plumbers for the work and the materials (fixtures/fittings) tested by the local Municipal Body/Corporation wherever required at his own cost. Nothing extra shall be paid/reimbursed for the same.

1.5 The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable for the same.

1.6 The work in general shall be carried out as per CPWD specifications. Rate includes all materials, labour and all the operations mentioned in the respective items unless and otherwise specifically mentioned.

1.7 The contractor shall be responsible for all the protection of sanitary, water supply fittings and fixtures against pilferage and breakage during the period of installation until the completion / handing over of the work.

1.8 The contractor shall submit completion plans for water supply internal sanitary installations and building drainage work within thirty days of the date of completion. These plans are to be submitted on drawings prepared preferably through computers (1 original copy + 3 photocopies) on suitable scales to show the general arrangement and desired details.

1.9 The chasing, cutting and making holes in the masonry and / or cement concrete and / or RCC works shall be done carefully without causing any damage to the structure. As far as possible, mechanical cutters & core cutting machines shall be used in a workman like manner, for concealing the pipelines and fittings. The chases / holes, so made, shall be made good with the cement mortar of mix 1:4 (1 cement: 4 coarse sand) after testing of the pipe lines for leakage. The cost of cutting cores in RCC, cutting holes in masonry & making good the same shall be inclusive in the respective item of drainage / water supply lines.

2.0 Source of Materials:

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

2.2 Coarse sand should be obtained from approved quarries or any other source to be got approved by the Engineer-in-charge and screened as required. The same shall be clean and sharp angular grit type. If the sand brought to site is dirty it must be washed in clean water.

2.3 Fine sand should be obtained from approved quarries any other source to be got approved by the Engineer-in-charge and screened as required. The same shall be clean and sharp angular grit type. If the sand brought to site is dirty it must be washed in clean water.

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF PREMIUM ACRYLIC EMULSION PAINT OF INTERIOR WORKS.

This agreement made this ---------- day of ----------Two thousand and ---------- between ---------- son of ---------- of ---------- (hereinafter called the Guarantor of the part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other Part)

WHERAS THIS AGREEMENT is supplementary to the contract (hereinafter called for Contract) dated ---------- and made between the GUARANTOR of the one part and the GOVERNMENT of the other part, hereby the Contractor interalia, under took that the acrylic painting work done on building will remain non-flaking and uniform colouring without patches and **shall adhere to all specification that form part of the contract.**

AND WHEREAS THE GUARANTOR agreed to give a guarantee to affect that the said Premium Acrylic painting will remain non-flaking and uniform colouring without patches for **FIVE YEARS** from the date of completion of work.

NOW THE GURANTOR hereby guarantee that Premium Acrylic painting done by him will remain non-flaking and uniform colouring without patches and the minimum guarantee period of such painting shall be **FIVE YEARS** to be reckoned form the date of the completion of work of the contract.

Provided that the guarantor will not be responsible for damage caused due to force majeure events like earthquake etc. or misuse of buildings or alteration and for such purpose. The decision of the Engineer-in-Charge with regard to cause of damage shall be final and binding.

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

That if the guarantor fails to make good the defects or commits breach there under then the guarantor will indemnify the principal and his successors against all loss, damage cost, expenses or otherwise which may be incurred by him by reasons of any default on the part of GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government and the decision of the Engineer-in-Charge will be final and binding on both the parties.

An amount equivalent to 10% of relevant item from schedule of quantity will be deducted from Bills as security and the same will be refunded after **FIVE YEARS** from the date of completion of work.

IN WITNESS WHEROF these presents have been executed by the obligator ---------- --- and by ---------- and for and on behalf of the PRESEDENT OF INDIA on the day, month and year first above written.

SIGNED sealed and Delivered by (OBLIGATOR) in the presence of

1.

2.

SIGNED FOR AND BEHALF OF THE PRESIDENT OF INDIA

BY

In the presence of

1.

2.

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF PREMIUM ACRYLIC SMOOTH EXTERIOR PAINT WORKS.

This agreement made this ---------- day of ---------- Two thousand and ---------- between ---------- son of ---------- of ---------- (hereinafter called the Guarantor of the part) and the PRESIDENT OF INDIA (hereinafter called the Government of the other Part)

WHERAS THIS AGREEMENT is supplementary to the contract (hereinafter called for Contract) dated ---------- and made between the GUARANTOR of the one part and the GOVERNMENT of the other part, hereby the Contractor interalia, under took that the acrylic painting work done on building will remain non-flaking and uniform colouring without patches **shall adhere to all specification that form part of the contract.**

AND WHEREAS THE GUARANTOR agreed to give a guarantee to affect that the said Acrylic painting will remain non-flaking and uniform colouring without patches for **SEVEN YEARS** from the date of completion of work.

NOW THE GURANTOR hereby guarantee that Acrylic painting done by him will remain non-flaking and uniform colouring without patches and the minimum guarantee period of such painting shall be **SEVEN YEARS** to be reckoned form the date of the completion of work the contract.

Provided that the guarantor will not be responsible for damage caused due to force majeure events like earthquake etc. or misuse of buildings or alteration and for such purpose. The decision of the Engineer-in-Charge with regard to cause of damage shall be final and binding.

During this period of guarantee the guarantor shall make good all defects to the satisfaction of the Engineer-in-Charge at his cost and shall commence the work for such rectification within seven days from the date of issue of notice from the Engineer-in-Charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other other applicator or contractor at the Guarantor's Cost and risk. The decision of the Engineer-in-Charge as to the cost, payable by the guarantor shall be final and binding.

That if the guarantor fails to make good the defects or commits breach there under then the guarantor will indemnify the principal and his successors against all loss, damage cost, expenses or otherwise which may be incurred by him by reasons of any default on the part of GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and / or damage and / or cost incurred by the Government and the decision of the Engineer- in-Charge will be final and binding on both the parties.

An amount equivalent to 10% of relevant item from schedule of quantity will be deducted from Bills as security and the same will be refunded **after 07 (SEVEN) YEARS** from the date of completion of work.

IN WITNESS WHEROF these presents have been executed by the obligator ---------- --- and by ---------- and for and on behalf of the PRESEDENT OF INDIA on the day, month and year first above written.

SIGNED sealed and Delivered by (OBLIGATOR) in the presence of

1.

2.

SIGNED FOR AND BEHALF OF THE PRESIDENT OF INDIA

BY

In the presence of

1.

2.

On non-judicial stamp paper of minimum Rs.100

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

Form of Bank Guarantee for Earnest Money Deposit / Performance Security (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 bid under……..... (NIT No.)..... 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 contractor)…….. (Hereinafter called "the contractor ") for execution of work ……. (Name of work).....The Government has further agreed to accept irrevocable Bank Guarantee for Rs. ……(Rupees……only) valid upto ……(date)* ……. as **Performance Guarantee /Security Deposit / Mobilization Advance** from said contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

1. We, (Indicate the name of the Bank)..... (Hereinafter 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.

2. We, (indicate the name of the Bank) ……, do hereby 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).

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

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

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

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

7. We,……. (Indicate the name of the Bank) ....., undertake not to revoke this guarantee except with the consent of the government in writing.

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

DATE.....

WITNESSES: Authorised signatory

1. SIGNATURE …… Name

NAME AND ADDRESS Designation

Staff code no. Bank seal

2. SIGNATURE ……

NAME AND ADDRESS

*Date to be worked out on the basis of **validity period of 90 days** where only for 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.

LIST OF APPROVED MAKE OF MATERIALS
(FOR CIVIL WORKS)

Note : 1. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature or in the particular specifications or in the list of approved materials attached in the tender, shall be used in the work.

2. The Contractor shall obtain prior approval from the Engineer-in-Charge before placing order for any specific Brand/ Make of material.

3. Whenever the specified brand of material is not available then, the Engineer-in-Charge may approve any material equivalent to that specified subject to a definite proof being offered by the Contractor for its equivalence and its non-availability to his satisfaction.

	MATERIALS:	**BRAND / MAKE**
1.	Acid/Alkali Resistant Tile	Somany, Kajaria, Johnson, NITCO.
2.	Acrylic Emulsion Paint	Asian Paints, ICI, Berger, Nerolac, Snowcem.
3.	Aluminium Composite Panel	Aluco Bond, Euro bond, Alstone, Aludecor } All FR-B1 Grade
4.	Aluminium Extrusions	Hindalco, Indalco, Jindal.
5.	Aluminum Sections	Hindalco, Indalco, Jindal.
6.	Annealed Float Glass	Saint Gobain, Modi Guard.
7.	A.A.C. Block	Biltech, Siporex, ULTRA TECH, Finecrete.
8.	Board & Plywood	Duro, Kitply, Century
9.	Calcium silicate board/tile	Aerolite, Ramco-Hilux, USG-BORAL
10.	Centrifugally Cast Iron Pipe & Fittings	Neco, SKF
11.	Ceramic/Rectified Tiles	First quality tiles of :- Kajaria, Somany, RAK, Johnson, NITCO.
12.	Chequrred tiles/Parking tiles	Ultra, Nitco, Raj-Tiles, Somany.
13.	CP fittings	Johnson, Jaquar, Marc, CERA, Kohler, Kerovit, Grohe.
14.	CPVC Pipes, CPVC for portable water supply & soil and waste discharge system & Rain water system.	Astral, Flowguard, Ashirvad, Prince, Prayag.
15.	Cement	ACC, Ultratech, Ambuja, Birla JP, JK Cement.
16.	Curing Compound	Fosroc, Sika, Pidilite, STP, Cico, BASF.
17.	Designer coloured cement concrete floor tiles for external used	Ultra, Nitco, PAVIT, UNISTONE, Duracrete.
18.	Epoxy primer & paints	Burger, Pidilite, CICO.
19.	EPDM Membrane	STP, BASF.
20.	Fibre Glass Shelf	CERA, DORMA, Jaquar, PRAYAG.
21.	Float Glass, Reflective glass, Tinted Glass, Mirror & Plastic flushing cistern for WC and Urinals, Plastic seats and covers for WC, Plastic Bib Taps, Pillar Taps, Angle valves and stop	Modi Float, Saint Gobain, Tata.

	MATERIALS:	**BRAND / MAKE**
	valves for Hot and Cold Water services.	
22.	Flush Doors (ISI Mark only)	Kutty flush door, KITPLY industries, Century Archidply, Green ply, Merino, A1 flush doors.
23.	FRP Shutters	Aashoo, Jain wood Industries.
24.	Fly Ash Brick	Shree Salasar Bricks, PAUL, Sankalp Fly Ash Brick, Indu Fly Ash Brick.
25.	Galvanized/Stainless Steel Anchor Fasteners	Arrow, Hilti, Fischer.
26.	G. I. pipes	Tata, Jindal.
27.	Gun Metal Gate Valve	Zoloto, Leader, SAINT, Kirloskar.
28.	Glass Reinforced Gypsum (GRG) False Ceiling, Gypsum Board False Ceiling	Boral Gypsum, India Gypsum, USG, St. Gobain (Gyproc), Diamond
29.	Gypsum Plaster	Ferrous Crete, gyproc, Saint Gobain, Ultratech, India Gypsum.
30.	Hardner	Hard crete of Snowcem India, MC Deritop F.H.
31.	Hydraulic Door Closer	Hardwyn, Godrej, Dorma, GEZE, HAFALE.
32.	Hydraulic Floor spring	Hardwyn, Godrej, Dorma.
33.	Hubless centrifugally cast (spun) Iron pipes and fittings and accessories spigot series.	NECO, SKF, RPMF.
34.	Kitchen Sinks SS	CERA, NIRALI., Prayag
35.	Drip Irrigation Equipment	Jain Irrigation, Finolex.
36.	Laminate	Marino,Greenlam, Century, ARCHID.
37.	Melamine Polish	Melamine Gold of Asian Paint, Wudfin of pidilite, Timbertone of ICI Dulux.
38.	Metal False Ceiling	Luxalon, Daikin, New Age False Ceiling Co. Pvt. Ltd, Knauf Ceiling Solution Pvt Ltd.
39.	Mineral Fibre Ceiling	Armstrong, Daikin, New Age False Ceiling Co. Pvt. Ltd
40.	M. S. Pipe	Electro Steel, Apollo (ISI), Jindal
41.	Looking Glass /Mirror	Modi Guard, Atul, PRAYAG, CERA.
42.	Clay tiles on Roof	Kenjai, Johnson, Unistone.
43.	Mortice Locks, Latch, Door closer Lock.	Dorma, Geze, Dorset, Hafale.
44.	Marine Plywood / BWP Ply	Kitply, Duro, Archidply, Century, Greenply
45.	Oil Bound Distemper	Asian Paints (Tractor), ICI (Maxi lite), Berger(Bison), Nerolac (NAD), Snowcem.
46.	Sanitary fittings	Parryware, Hindware, CERA, Johnson, Somani, Prayag
47.	PPR Pipes	SFMC, Safe, Pioneer.
48.	Plastic Connection Pipe	Parryware, Kamal Delux,
49.	Water proof Ply Wood	Archid, Kitply, Green ply, Anchor.

	MATERIALS:	**BRAND / MAKE**
50.	Pre-coated GI sheet for roofing	Jindal Saw, Tata Blue Scope.
51.	Polymer Modified Cementitious grout	Bal-Endura, Pidilite, Ceco.
52.	Polymer Modified Adhesive for AAC Block	Ultratech, Ferrous Crete, Myk Laticrete.
53.	Pre-laminated Particle Board IS : 12823 (Gr-I, Type-II)	Kitlam, Archid Ply, Green Lam, MERINO, Century Ply.
54.	PVC Rain Water Pipe & Fitting IS:13592 Type A	Finolax, Supreme, Plasto.
55.	PVC Shutter	Rajshri, Akal America
56.	PVC Tank (ISI Marked)	Sintex, Plasto
57.	Precast drain cover	KK, HPL, Nitco, S&S.
58.	R.M.C. Plant	Ultratech, ACC, Prism Johnson Limited RMC (India) Division.
59.	R. C. C. Pipes (NP-2)	Lakshmi, Sood & Sood, Jain & Co., Nagpur Cement Product.
60.	R.C.C. Door frames	Ventura, Bothra, Mahalaxmi.
61.	Solid Plastic Seat Cover for EWC	EWC standard seat cover white of Parryware, Hindware, CERA.
62.	Stainless Steel	Jindal Stainless Steel, Salem Steel, SAIL, TATA.
63.	Stainless steel Sink with or without Draining board.	Nirali, Hindware, Frankee, Prayag
64.	Structural Silicon Sealant	Dow Corning, Wacker, GE-Silicon.
65.	Structural steel such has MS pipe, Tubes, Angle, T-section, Channel	TATA, SAIL, RINL, Jindal, JSW, Apollo
66.	Super plasticizer	Fosroc, BASF, Sika.
67.	SS Railing	SALEM STEEL, JINDAL, SAIL & TATA STEEL.
68.	S. S. Door hardware, Steel doors ½hrs. to 2 hrs. fire rated.	Dorma, Prayag, HETTICH, HAFELE, GEZE.
69.	S.S. Spider & Patch fittings	Dorma, Geze, Kaba.
70.	Terrazzo tiles	Mehtab, Nitco, Raj tiles, Bharat
71.	Towel Ring/Towel Rod/Towel Rack.	Marc, Jaquar
72.	TMT Bars	SAIL, TATA STEEL LTD., RINL, JINDAL STEEL & POWER LTD., JSW STEEL LTD.
73.	UPVC Pipes	Prayag, Astral, Prince, Finolex.
74.	Vitrified Tiles	First quality full body tiles of Somany, Kajaria, Johnson, NITCO.

	MATERIALS:	**BRAND / MAKE**
75.	Waste Pipe	Kamal with brass checknut,Viking
76.	Water Proofing Compound (Liquid)	Sika, Fosroc, Pidilite, Cico.
77.	Water Proofing Membrane	Sika, Fosroc, Pidilite, Asian, MVK ARMENT
78.	Wire mesh	Sterling, Trimurty welded mesh.
79.	Wire mesh shutter	A1 Teak, MP wood, Jain wood.
80.	White Cement	JK, Birla, Ultra-Tech
81.	Factory made wooden panelled shutter/wiremesh shutters and frames	A-1 teak, Jain wood Industries, MP Wood products.
82.	Fire Resistant Glass	Saint Gobain, AIS Pyrobel, SCHOTT PYRAN-S
83.	Toughened Glass	SCHOTT PYRAN-S, Saint Gobain, ASAHI.
84.	Water proof Cement Paint	Snowcem, Asian, Berger
85.	Interior Emulsion Paint	Berger (Bison), Asian (Tractor Emulsion), AkzoNobel (Interior A900, Nerolac (Beauty).
86.	Distempers	Berger (Bison Acrylic Distemper), Asian (Tractor Acrylic Distemper) AkzoNobel (Magik), Nerolac (Nerolac Acrylic Distemper).
87.	Wall Putty	Berger (Bision based Wall Putty), Asian (Cement based Wall Putty), AkzoNobel (Poly Putty) Nerolac (Cement based wall putty).
88.	Exterior Emulsion Paints	**Berger** (Weathercoat smooth), **Asian** (APEX weather proof) **AkzoNobel** (WS sunreflect), **Nerolac** (Excel)
89.	Primers (Exterior)	**Berger** (Weather coat Exterior Primer with alkali guard), **Asian** (primero) **AkzoNobel** (Exterior Primer)
90.	Primers (Interior)	**Berger** (BP Cement Primer (W/T)), **Asian** (Water cement primer) **AkzoNobel** (WB Cement Primer), **Nerolac** (Nerolac Water based Primer)
91.	Enamels	**Berger** (Luxol HI Gloss Synthetic Enamel), **Asian** (Apcolite Premium Gloss Enamel) **AkzoNobel** (Dulux Gloss), **Nerolac** (Nerolac High Gloss Enamel)
92.	Steel Primer	BERGER, ASIAN PAINTS, AkzoNobel, Nerolac
93.	Fire Paint	Asian, Berger, AkzoNoble,
94.	Fire Rated Door	Sukri, Promat, Navair.
95.	Wood Primer	NEROLAC, BERGER (Parrot wood primer), ASIAN PAINTS, AkzoNobel (Pink Wood Primer).
96.	Epoxy Primer & paint	Fosroc, BASF, Pidilite
97.	Textured Exterior wall paint	Asian, Dulux, Nerolac, Berger.

	MATERIALS:	**BRAND / MAKE**
98.	Wood Finish (Melamine & PU Polish)	NIPPON, ASIAN AkzoNobel, Berger.
99.	GRC Jali	Unistone, Birla White, Mahesh
100.	High pressure laminates	Greenlam, Merino, Century
101.	UPVC window	Fenesta, DURO PLAST
102.	HDPE Pipes	Plasto, Kataria
103.	Sanitary Installations	Jaquar, Kohler, ROCA, CERA, Hindware, Prayag
104.	Paver Block, Designer parking tiles & Kerb stone	Raj Tiles, Mehtab, Keptim
105.	1) Aluminum Composite panels (ACP) 2) Aluminum Composite panels Fire Retardant (Solid & Metallic)	4MANN & Arrowbond
106.	Automatic Sensor faucets, Automatic urinal and WC flusher, Handicap grab bar, soap and foam dispenser, tissue paper dispenser, Multy Utility washroom panels, toilet paper hotels, toilet seat Cover Dispenser, cooceled Cistern steel bollard Automatic hand dryer Air curtain Sanitary wares, C P Brass Faucets and accessories	EURONICS

The materials which are not included in the above list shall be approved by the NIT approving authority.

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/01

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 10.11.2023

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

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

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

This is issued with the approval of DG CPWD.

10.11.2023

(वी. पी.साहू)

अधीक्षण अभियंता (सी.एंड एम.)

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

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

10/11/2023

R.K. JAIN

(EE (Contact)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/02

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated: 08.12.2023

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

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

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

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

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

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

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(EE (Contact)

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

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R.K. JAIN
(EE (Contact)

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

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(EE (Contract)

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

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

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

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

This is issued with the approval of DG CPWD.

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)।

14/12/2023

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(EE (Contact)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 18.12.2023**

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

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

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

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

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

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(EE (Contact)

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

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

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

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

This issues with the approval of DG CPWD.

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

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

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

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

This issues with the approval of DG CPWD.

08.02.2024

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

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

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

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/05

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD 01.03.2024

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

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

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

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

R.K. JAIN
(EE (Contact)

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

This issues with the approval of DG CPWD.

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

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

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

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

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

NIRMAN BHAWAN, NEW DELHI **Dated:** 01.03.2024

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

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

Existing provision	Modified provision
Clause 7 Payment on intermediate certificate to be regarded as Advances No payment shall be made for work, estimated to cost Rs. Five lac or less till after the whole of the work shall have been completed and certificate of completion given. ..... calendar month of the measurements recorded upto previous month as per clause 6.	**Clause 7 Payment on intermediate certificate to be regarded as Advances** No change.
The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.	The contractor shall not be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'F', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved.
No provision	**However, to expedite the progress of work, Engineer-in-Charge, on the request of contractor, may make interim payment(s) even before the net payment limit specified in schedule 'F' is achieved. In such case(s) no interest / compensation shall be recoverable from contractor.** **Such payment by Engineer-in-Charge shall not be construed as waiver of limit specified in schedule 'F' for subsequent interim payment(s).**

This issues with the approval of DG CPWD.

Sahu 01.03.2024

(V.P. Sahu)

Superintending Engineer (C&M)

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

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

01/03/2024

R.K. JAIN

(EE (Contact)

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

NIRMAN BHAWAN, NEW DELHI **Dated: 05.03.2024**

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

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

Existing provision	Modified provision
Clause 19 Labour Laws to be complied by the Contractor	**Clause 19 Labour Laws to be complied by the Contractor**
The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971.	**No change**
The contractor shall also obtain a valid licence under the said Act before the commencement of the work, and continue to have a valid licence until its completion.	**No change**
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	**No change**
The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.	**No change.**
The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.	**No change**

05/03/2024

R.K. JAIN
(EE (Contact)

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

This issues with the approval of DG CPWD.

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

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

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

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

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

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

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

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

This issues with the approval of DG, CPWD.

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

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

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

17/07/2024
R.K. JAIN
EE (Contract)

Central Public Works Department

Office Memorandum

No. DG/CON/Maintenance 2023/09

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI Dated: 03-06-2024

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

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

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

This issues with the approval of DG CPWD.

03.06.2024

(V.P. Sahu)

Superintending Engineer (C&M)

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

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

4/6/24 WD

R.K. JAIN 10/5/2024

EE (Contract)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/10

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

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

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

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

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

09.10.24

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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)

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**

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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
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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/

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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.

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

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

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

03.01.25
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EE(Manual)

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
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EE(Manual)

Central Public Works Department
Office Memorandum
No. DG/CON/Maintenance 2023/14
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 10.02.2025**

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

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

Existing provision	Modified provision
Clause 7 Existing provisions No provision	**Clause 7** No change **In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within seven days after submission of running bill by the contractor.**
Clause 8 Completion Certificate Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in-Charge and within thirty days of the receipt of such notice, the Engineer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment will be made at reduced rates, shall be issued. 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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Clause 9 Payment of Final Bill	Clause 9 Payment of Final Bill
The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period of three months the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorized Asstt. Engineer, complete with account of materials issued by the Department and dismantled materials.	i. The final bill shall be submitted by the contractor **to the Engineer-in-Charge** in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final **completion** certificate furnished by the Engineer-in-Charge whichever is earlier. **At the time of submission of the final bill, receipt will be given by the O/o Engineer-in-Charge.** ii. **In case of correction / rejection / short documents, it will be mandatory for Engineer-in- Charge to give recorded reasons for correction / rejection / submission of additional documents within fifteen days after submission of final measurement and/or final bill by the contractor.** iii. **Final bill will be accepted with all pre-requisite documents such as sanctioned copies of extra items and deviation in quantities, escalation statements, recovery statement, theoretical statement, completion certificate, final extension of time case, mandatory tests statement, dismantled materials account and other documents as mentioned in clause-7 A etc.** iv. **An undertaking along the final bill will be submitted by the contractor that "I / we hereby under take that all the measurements/claims payable under this contract have been included in the final bill and will not submit any other bill/claims in future under this agreement thereafter".** v. No further claims shall be entertained from the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer in

10.2.25
R K SINGH
EE(Manual)

	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)

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)

भारत सरकार
केंद्रीय लोक निर्माण विभाग
तकनीकी अनुप्रयोग एवं मानक एकाई
कमरा सं0 418 ए–विंग, निर्माण भवन, नई दिल्ली।
टैलीफैक्स–011–23062339 ईमेल–delsetascsq.cpwd@nic.in

No. CSQ/SE(TAS)/Steel/2024/ 264-H

Dated: 21 /08/2024

OFFICE MEMORANDUM

Sub: Advisory regarding Special Condition of use of Steel reinforcement in NITs.

As per CPWD Works Manual 2024 para 4.10.1, the NIT approving authority shall incorporate the special conditions of use of steel reinforcement on the basis of guidelines issued by the Directorate from time to time in this regard.

The Directorate has issued the "*Guidelines for use of TMT steel /Low Alloy Steel reinforcement Bars in CPWD works and enlistment of the steel manufactures in respect of TMT steel/Low Alloy Steel reinforcement Bars in CPWD*" vide OM No. CSQ/SE(TAS)/Steel/2024/262-H Dated: 14/08/2024. This Office Memorandum has superseded all the earlier Office Memorandums, regarding use and special/additional/ particular conditions of reinforcement bars in NITs.

All the field officers are directed to incorporate the special/additional/particular conditions in NITs on the basis of guidelines issued vide Office Memorandum dated 14/08/2024.

It may be ensured that above instruction are followed strictly.

This issues with the approval of DG, CPWD.

21/8/24

(Dinesh Kumar Ujjainia)
Superintending Engineer (TAS)

Copy to: (Through CPWD Website)

1. Special DG (Chennai, Chandigarh, Kolkata & Mumbai) for information please.
2. Additional DG (RD, PRD, Border, Lucknow, Chandigarh, Bangalore, Patna, Mumbai, Kochi, Jammu, Hyderabad, Guwahati & Bhopal for information please.
3. All CE/SE/EE/AE i.e. NIT Approving Authorities for necessary compliance.

21/8/24

(Govind Hari)
Executive Engineer (TAS)

भारतसरकार
केंद्रीय लोकनिर्माणविभाग
तकनीकीअनुप्रयोग एवंमानक एकाई
कमरा सं0 418 ए–विंग, निर्माणभवन, नईदिल्ली।
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E-9156762

No. CSQ/SE(TAS)/Steel/2024/ 262-FED Dated: 14/08/2024

OFFICE MEMORANDUM

Subject:- Guidelines for use of TMT steel /Low Alloy Steel reinforcement Bars in CPWD worksand enlistment of the steel manufactures in respect of TMT steel /Low Alloy Steel reinforcement Bars in CPWD.

1. The Ministry of Steel, through notification dated 12.05.2016 and order dated 9.8.2016, abolished classification of steel producers as Integrated steel producers, primary steel producers, secondary steel producers, main producers, major producers or others as well as on the basis of process route of steel manufacturing in India.
2. The Ministry of Steel, vide Circular No. 4(13)/2016-SD(I) dated 14.12.2016, reiterated their Notification dated 12.05.2016. They further issued an order dated
09.08.2016, asking the users to ascertain the quality of the steel products, to be procured, as per relevant BIS standards.
3. Para 27.2 of Works Manual 2014 was modified through OM No. DG/MAN/382 dated 06.02.2019. In this OM, under the heading "Special Condition of Steel reinforcement bars", eligibility criteria and other technical parameters were set for steel manufactures. In the eligibility criteria, incorporation details of the company, various licences, certifications, in house testing facility at plant, and refining technologies used for manufacturing of steel and TMT bars (like BF-BOF route, COREX-BOF Route, DRI-EAF route) were cited. Those manufacturers, who met the aforesaid eligibility criteria, could be included in the preferred make list of Notice Inviting Tenders (NITs) of CPWD works.
4. However, CPWD Works Manual 2014 was replaced by CPWD Works Manual 2019 and came into force with effect from 07.03.2019. In CPWD Works manual 2019, para 4.10.1 deals with use of steel and cement in works and states that "*Special conditions shall be incorporated by the NIT approving authority keeping in view the guidelines issued by the Directorate from time to time in this regard which are available on CPWD website*".
5. Since no Criteria /guidelines were available for approval of TMT bars manufacturer after release of the CPWD works manual 2019, an Office Memorandum No. CE(CSQ /SE(TAS) /EE(TAD) /Steel/ 2019/ 497-H dated 27.12.2019 was issued. This OM specified that (i) only ISI marked TMT bars of various grades shall be procured for use in CPWD works, (ii) SDG/ADG shall approve the steel manufacturers based on eligibility criteria and other technical parameters as per OM No. DG/MAN/382 dated 06.02.2019
6. The OM 497-H dated 27.12.2019 was withdrawn and modified guidelines for use of reinforcement bars in structures was issued vide OM No. 50-H dated 17.02.2021. The use of corrosion resistant steel (CRS) reinforcement bars in structures was also mandated vide OM No. 50-H dated 17.02.2021. Further,

–1–

contd..(2)

clarification regarding corrosion resistant steel was issued vide OM No. 257-H dated 23.06.2022.

7. The single bench of Hon'ble High Court at Calcutta in the case of SRMB Srijan Private Limited & others V/s Union Of India & Others (W.P.A 9990 of 2020) SRMB Srijan Private Limited & others Vs. Union of India & others With (W.P.A 24267 of 2019) has quashed the modified Clause 27.2 of the CPWD Works Manual of 2014,para 4.10.1 of the CPWD Works Manual of 2019, and consequential Memorandums issued by the CPWD and directed to implement the Notification of the Ministry of Steel, Government of India dated May 12, 2016, the Order dated August 9, 2016 and the reminders of the said Ministry dated December 14, 2016 and February 7, 2017.
8. Subsequently an appeal was filed in Division Bench (DB) of Hon'ble High court at Calcutta by CPWD. In the said case, Hon'ble High court at Calcutta, passed the judgment dated 15.04.2024. The operative part of this judgement reads as "*Accordingly we find no grounds to interfere with the order passed by the Learned single bench except with regard to the direction issued in paragraph 53 of the impugned order whereby the modified clause 27.2 of the CPWD Works Manual has been quashed and instead of quashing the said modified clause 27.2 we direct the CPWD to appropriately amend their Works Manual to be in consonance with the notification issued by the Ministry of Steel, Govt. of India as done by the notifications referred to above.*"
9. In compliance of the above directions of the Hon'ble High Court at Calcutta, an Expert Committee was constituted by DG CPWD vide OM No. CSQ/SE(TAS)/EE(TAD)/Steel/2024/190-H dated 10.06.2024 for deciding the criteria for the selection of steel manufacturers for CPWD works. The expert committee has conveyed their final recommendation {enclosed as annexure I(d)} vide Minutes of Meeting dated 24th July 2024 and the same has been accepted by DG, CPWD. The brief of these recommendations are as follows:

   Steel Bars shall be classified as:

   a) Bar Set I, if it complies with the requirements given in the latest version of IS 1786, and additional requirement (e.g. Chemical Composition Requirement for Manganese and Copper, Tempered Martensite (TM) Ring Requirement, Marking Requirement and compliance of the provisions of ISO 9001:2015 and ISO 14001:2004) mentioned in the recommendations.

   And

   (b) Bar Set II, if it complies with the requirements given in the latest version of IS 1786.

   The committee has also recommended use of above mentioned Steel Bar sets considering the importance of quality in construction of public structures in different projects of CPWD, on the basis of (a) earth quake zones, (b) environment conditions (coastline and exposure condition), (c) Structure category, and (d) heights of buildings and structures.

Contd.--3

10. Accordingly, it is decided that the reinforcement steel bars produced by plants of SAIL, RINL, TATA, JSW & JSPL which are in wider use in CPWD may be continued to be used as preferred make in the NIT in respect of Bar Set-I mentioned in para no. 9 above and Annexure-1(c). Further, it has also been decided that DG, CPWD may enlist more manufacturer plants for TMT steel/Low Alloy Steel reinforcement Bars on the basis of selection criteria recommended by the Expert Committee. These enlisted manufacturers plants for particular bar set may also be considered for stipulation as preferred make in the NIT depending upon their use.
11. The procedure for enlistment of the steel manufactures in respect of TMT steel /Low Alloy Steel reinforcement Bars in CPWD works is also enclosed herewith as Annexure-I and I (a) to I (f)

This issues with the approval of DG, CPWD.

Encl: As above

(Dinesh Kumar Ujjainia)
Superintending Engineer (TAS)

Copy to (Through CPWD Website):

The SDG (Chennai) / SDG (Chandigarh) / SDG (Kolkata) / SDG (Mumbai) for information please.

Annexure-I

PROCEDURE FOR ENLISTMENT OF THE STEEL MANUFACTURES IN RESPECT OF TMT STEEL / LOW ALLOY STEEL REINFORCEMENT BARS IN CPWD WORKS.

1. The following procedure shall be adopted for enlistment of the manufacturers, in respect of TMT steel / Low Alloy steel reinforcement bars of different diameter and grades for use in CPWD works.

i. All manufacturers having their manufacturing plants in India are eligible for enlistment in CPWD subject to the condition that they are producing steel bars of different grades conforming to the latest version of IS 1786.

ii. The Thermo Mechanically Treated (TMT) steel / Low Alloy steel reinforcement bars conforming to IS:1786 must be manufactured using iron ore, virgin or processed with necessary refining facilities. The rolling / processing facilities, from iron making to finished steel reinforcement bar, may be owned by the same company or its subsidiary company (ies). In this regard the necessary proof may be submitted along with application.

iii. The eligible manufacturer shall apply **online** to CPWD website portal to **SDG (Chennai, Chandigarh, Kolkata, & Mumbai)** on their letter head along with requisite details in prescribed application **(as per Annexure-I(a)** along with documents **(as per Annexure-I (b).** The manufacturer shall mention name and location of plants to be enlisted for supply of steel reinforcement bar and shall pay enlistment fee of Rs. 1,00,000.00 (Rs. One Lac Only) per plant. The manufacturer is required to pay total enlistment fees to CPWD through e-payment in **Account Number 244189- AE(Cash), CSQ, NirmanBhawan, New Delhias per Annexure-I (f)** and receipts of payment shall be enclosed with the application form.

iv. The enlistment fee, once paid, is non-refundable due to any reason. Therefore, manufacturers are advised to ensure that they fulfil the eligibility requirements and possess all necessary documents for enlistment before payment.

v. The online application submitted along with documents will be scrutinized by the **CE (Works & TLQA) O/oSDG (Chennai,**

Contd-2

Chandigarh, Kolkata, & Mumbai) and shortcoming (s) or deficiency (ies) in the submitted application, if any, will be communicated to the applicants through online portal. The applicants will be allowed to submit clarifications or information online within a period of one month from the date of intimation of shortcomings.

vi. If the manufacturer fails to submit the required clarifications or information within one month from the date of intimation of shortcomings, the application shall be summarily rejected and no further communication shall be entertained. The enlistment fees shall be forfeited.

vii. All the relevant clarifications and/or information received within the time period shall be considered and if found in order, such manufacturer shall be informed about the dates of plant (s) visit by the team of CPWD officers consisting of **one SE**, **one EE and one AE (to be nominated by respective SDG)**.

viii. On site verification of documents, submitted at the time of application, will be done by the CPWD team, during the plant(s) visit. Further, the testing of individual bars of particular grade (s), at each plant, shall be carried out in the lab available at plant in presence of CPWD team and representative of manufacturer **(as per Annexure-I(c))**. The entire testing process shall also be video recorded.

ix. CPWD team, at each plant, shall also collect the samples (i.e. one sample consist of three bars) of each diameter of different grades and sealed in presence of manufacturer's representative. The type testing of these samples shall be done in one of the designated lab of National Test House, IITs, NITs and NCCBM in presence of CPWD representatives. The dates of testing of samples in the designated laboratory shall be decided by the manufacturer in consultation with the lab authorities and CPWD team. The entire testing process, including opening of sealed samples, shall be video recorded.

x. After plant visit by the CPWD team, a report along with photographs / video of the plants and results of the tests conducted during visit shall be uploaded on the portal within 5 working days.

xi. The results of the type tests, conducted in the designated lab, shall be uploaded on the portal within 5 working days of receipt of the same.

contd - 3

Correction NIL Insertion NIL

xii. After getting all the test reports, complete case along with documents and recommendation of respective SDG **(Chennai, Chandigarh, Kolkata, & Mumbai)** will be sent to CE, CSQ (Civil),CPWD, NirmanBhawan, New Delhi.

2. A committee comprising of following officers will evaluate the case received from SDG **(Chennai, Chandigarh, Kolkata, & Mumbai)** for the enlistment of steel manufactures' plant for reinforcement bar of different grades on the basis of criteria given in **annexure-I(d)** in CPWD Directorate, NirmanBhawan, New Delhi.

ADG (Tech)	-	Chairman
CE (Project)	-	Member (to be nominated by ADG (Tech)
CE, CSQ (Civil)	-	Member
SE(Design)	-	Member (to be nominated by ADG (Tech)
SE (TAS)	-	Member Secretary

The committee will recommend the steel manufacturers' plant for enlistment or otherwise to DG, CPWD for his approval.

3. The approval of the competent authority shall be intimated to the respective manufacturer in respect of a particular plant for each diameter of different grades of steel under category Bar Set I / Bar Set-II
4. If, no bar diameter of specific grade of steel of the particular plant of a manufacturer is found suitable, then he will be intimated accordingly. The manufacturer may apply afresh next time when applications are re-invited for enlistment. In case of rejection of application, the decision of the CPWD shall be final and binding on the applicants.
5. **Validity of Enlistment**: The enlistment of manufacturer's plant for particular bar diameter and grade of steel shall be valid for a period of 3 (three) years from the date of issue of enlistment order. The enlistment shall be open to review by the enlisting authority i.e. Director General, CPWD at any time. In case any adverse report is received against the manufacturer, the enlistment is liable to be suspended/cancelled/or manufacturer can be black listed for future enlistment in CPWD or any other action as deemed fit (as per **Annexure-I(e)**).

Contd .. 4

Annexure-I(a)

Application for Enlistment OF THE STEEL MANUFACTURES IN RESPECT OF TMT STEEL / LOW ALLOY STEEL REINFORCEMENT BARS and re-enlistment (Supporting documents annexed with the application form should be uploaded as per Annexure-I(b))

1. (a)Name of the applicant ... .

(b)Status of entity (Limited Liability Partnership/Ltd. Company).....

2. Address

(a) Registered Office.....

(b) Head Office (if different from Registered office).....

3 Contact Details

(a) Name of contact person and Designation.....

(b) Telephone Number.....

(c) Mobile Number .....

(d) Email Id.....

(e) Website URL (If any) .....

4 Detail of Plant (s) for which Enlistment applied:

i. (a) Name of Plant.....

(b) Location.....

ii. (a) Name of Plant.....

(b) Location.....

5. Enlistment fee(s) detail (Fees Rs. 1,00,000.00 per Plant) :

(a) Transactions Reference Number .....

(b) Transaction Date.....

(c) Amount.....

6. Certificates (Strike out whichever is not applicable)

a. I/We (including all partners) certify that I/we have read the Rules for Enlistment of steel manufacturer in CPWD as amended upto date and shall abide by them.

Contd..5

b. I/We certify that I/we are not enlisted and will not get myself / ourselves registered as steel manufacturer in the Department under more than one name.

c. I/We have neither employed nor shall we employ any person within one year of his retirement from the Government except with the prior permission of the Government.

d. I/We will not make changes in the owner ship of the company without prior intimation to department.

e. I/We have not declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned.

f. I/We have not been removed/suspended/blacklisted/debarred/restrained from the business by any central /state government department/PSUs.

I/We certify that the information given above is true to the best of my/our knowledge. I/We understand that if any information is found incorrect, our enlistment is liable to be cancelled and I may be blacklisted / suspended / debarred for future enlistment in CPWD.

Place :

Signature of applicant

Date:

(Authorized Signatory)

contd ... 6

Annexure-I (b)

A. Documents required to be submitted with application:

1. Documents regarding Ownership / Promoters of the manufacturing plant, its head office address, location and address of steel manufacturing facility.
2. If any subsidiary company(ies) exists, then documents regarding Ownership / Promoter ship of the subsidiary company, Subsidiary company's address and its relation with main company, location and address of manufacturing units of subsidiary company.
3. Copies of Certificate of Incorporation & Memorandum of Article of Association of Main Company.
4. Approval/ enlistment of manufacturer company by CPWD (in past), or any other Central/State Government departments/PSUs for use of steel reinforcement bars.
5. Document and Production process flow diagram / chart of steel making for production of TMT and Low alloy steel (Corrosion Resistant Steel) Reinforcement bars for Fe 415D, Fe 500D,and Fe 550D of bar sizes 8 mm to 45 mm dia.
6. Document related to Quality Assurance Plan adopted in manufacturing of steel and calibration record of measuring and testing equipments.
7. Authenticated copies of BIS certificate for billets (IS 2830 : 2012) & BIS certificate for TMT bars (IS 1786 :2008) (with up to date Amendment)
8. Copy of ISO-9001:2008 (Quality Management System), Quality Management System, ISO-14001:2004 (Environment Management System).
9. The CO2 emission per kg of steel production.
10. Whether manufacturer is blacklisted/suspended/debarred/restrained from business by any Central / State Government Department or PSU for poor quality of reinforcement steel bar (if any) supplied by the company.
11. Test results of bars as per Annexure-I(c).

— 6 —

Contd ...7

Annexure- I(c)

Testing requirement for individual reinforcement bar diameter of Particular Grade of steel:

Tests required for Fe 415D, Fe500D, Fe550D grade of steel and Low alloy steel reinforcement bars:

A. **FOR BAR SET- I**

1. Tests as per IS 1786 (latest version) and specified therein

1.1 Chemical Properties

Ladle analysis of steel for above grades for maximum percentage of constituents

i. Carbon (C), (ii) Sulphur (S) and (iii)Phosphorous (P) and (iv) Nitrogen and Carbon Equivalent

1.2 Physical Properties

(i) 0.2 percent proof stress / yield stress, minimum, N/mm2.

(ii) Ratio of Tensile Strength (Ts) to Actual Yield Strength (or 0.2 % of yield stress (Ys)) of the test piece N/mm2.

(iii) Elongation, percent, Minimum, on gauge length $5.65\sqrt{A}$, where *A* is the cross-sectional area of the test piece.

(iv) Total elongation at maximum force, percentage, minimum on gauge length $5.65\sqrt{A}$, where A is the cross-sectional area of the test piece.

(v) Bend test and re-bend test.

(vi) The mean area of ribs (in mm2) per unit length (in mm) above the coreof the bar, projected on a plane normal to the axisof the bar.

(vii) Pull-out testing in accordance with IS 2770 (Part 1)

Contd---8

2. **Additional requirement**

2.1 Permissible limit for Manganese and Copper as follows:

Constituent	Permissible Limit (% of cast metal quantity)		
	Fe 415 D	Fe 500 D	Fe 550 D
Manganese (Mn)			
Maximum	1.60	1.60	1.60
Copper (Cu)			
Maximum	0.80	0.80	0.80
Minimum	0.20	0.20	0.20

Notes:

The above composition shall be obtained as per latest version of IS 228

1. Manganese using Periodate Spectrophotometric Method **(Part 12),** and
2. Copper using Thiosulphate Iodide Method (**Part 15)** or Spectrophotometric (Diethyl Dithiocarbonate) Method **(Part 21)**

2.2 Tempered Martensite Ring Test as per Annexure-I (d).

2.3 The process of manufacturing steel shall comply with the provisions of ISO9001: 2015 and ISO14001: 2004.

(B)FOR BAR SET-II

1. The test requirements given in para 1.1 and 1.2 above.

Contd -- 9

Annexure-I(d)

1. CRITERIA FOR CLASSIFICATION OF BARS

The steel bars manufactured in India shall be classified as specified hereunder for the purposes of their use in works of CPWD.

1.1 Process of Classification

Steel Bars shall be classified as *Bar Set I* and *Bar Set II*. The bars shall be placed under one of these categories based on *Type Test* (the test performed to select the bars) performed as specified hereunder. These tests to be performed are those specified in the latest version of **IS 1786** published by the Bureau of Indian Standards, and the additional tests mentioned in Para **2** of this document.

The *Type Test* shall be performed at any one of the National Test Houses, IITs, NITs, and NCCBM, subject to:

(a)The test samples being collected from the manufacturing facility by the representative engineer of CPWD,

(b) The availability of the required test facility at the said laboratory, and

(c) The test being witnessed by representative engineer of CPWD.

1.2 Classification of Steel Bars

The bar shall be classified as:

(1) *Bar Set I*, if it complies with the requirements given in the latest version of **IS: 1786**, and those given in Para **2** of this document, and

(2) *Bar Set II*, if it complies with the requirements given in the latest version of **IS 1786**.

2. ADDITIONAL REQUIREMENTS

Four additional requirements as specified hereunder.

2.1 Chemical Composition Requirement

The permissible limits of additional elements shall be as per **Table 1**.

contd --10

Table 1: Permissible limits of additional elements

Constituent	Permissible Limit (% of cast metal quantity)		
	Fe 415 D	Fe 500 D	Fe 550 D
Manganese (Mn)			
Maximum	1.60	1.60	1.60
Copper (Cu)			
Maximum	0.80	0.80	0.80
Minimum	0.20	0.20	0.20

Notes:

The above composition shall be obtained as per latest version of **IS 228**:

(1) Manganese using Periodate Spectrophotometric Method (**Part 12**), and

(2) Copper using Thiosulphate Iodide Method (**Part 15**) or Spectrophotometric (Diethyl Dithiocarbonate) Method (**Part 21**).

2.2 TM Ring Requirement

The following two requirements shall be met with:

(1) Does the *Tempered Martensite(TM) Ring* satisfy the visual analysis as per **Step 1** of **Table 2**; and

(2) The thickness of the TM Ring obtained as per **Step 2** of **Table 2** shall be between 0.07f and 0.15f, where f is the *original nominal diameter* of the bar.

(a) Test Procedure

The following is the procedure:

(1) The test setup to capture the *Cross-Sectional Phase Distribution (CSPD)* of the TMT bars shall be as shown in **Figure 1**.

(2) Steel bars may be cut using handsaw or an abrasive cutter with continuous supply of coolant to limit the temperature of steel, and thereby avoid any transition or changes in *Tempered Martensite(TM)* and *Ferrite-Pearlite (FP)* phases (**Figure 2**). The sharp edges of cut bars should be smoothened using

silicon carbide abrasive sheets. A metal polishing machine can be used to achieve effective smoothening.

(3) The smoothened steel specimen shall be moulded in cold setting epoxy with good surface finish. Setting time of epoxy is about 10-15 minutes.

(4) The moulded specimen surface shall be course polished using abrasive sheets of 80, 150, 220, 320, and 600 grit sizes in sequence. Specimens shall be micro-etched using Nital (5% Nitric acid in alcohol) to capture the CSPD.

(b) Measurements

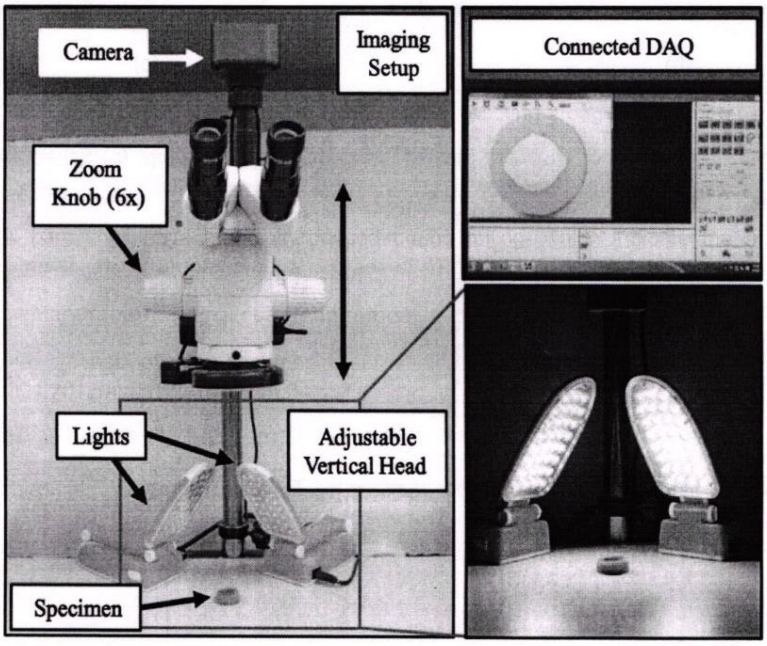
The procedure for obtaining the *CSPD* of the TM Ring along the perimeter shall be as per **Table 2**.

2.3 Marking Requirement

All bars shall have marks introduced during rolling, which indicate the *name of manufacturer* or *brand name*, and *grade of steel*.

2.4 Manufacturing Process Requirement

The process of manufacturing steel shall comply with the provisions of ISO 9001:2015 and ISO 14001:2004.



(a)

— 11 —

Contd - 12

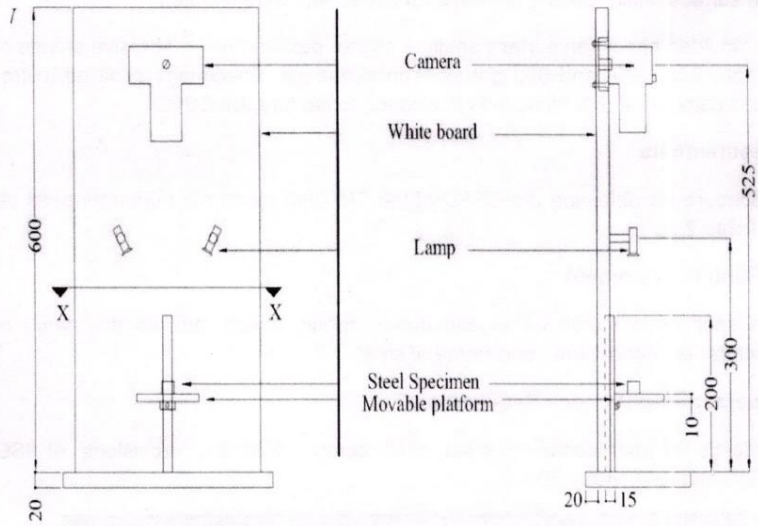


Figure 1: Test setup for CSPD of the TMT bars: (a) Imaging Setup, (b) Schematic Front View (c) Schematic Side View

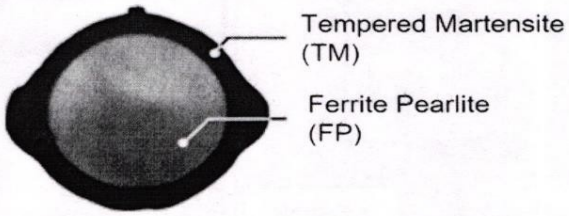
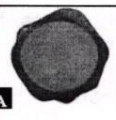
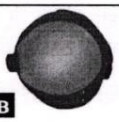
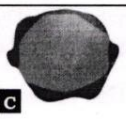
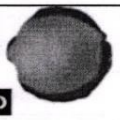
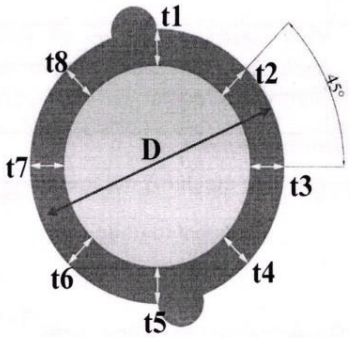


Figure 2: Cross-section of the steel bar showing the TM and FP areas

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contd-13

Table 2: Method of obtaining CSPD of TM Ring

Step 1: Visual Analysis of etched Cross-Section				
	 A	 B	 C	 D
	Acceptable	*Not acceptable*	*Not acceptable*	*Not acceptable*
1.	Is a dark grey peripheral region and light grey core seen as in Case A?			Yes/No
2.	Does the dark grey peripheral region form a continuous outer ring?			Yes/No
Step 2: Dimension Analysis of TM-Ring thickness				
3.	Diameter D *(mm)* of the steel bar			
4.	**Geometry** 		t_1	
			t_2	
			t_3	
			t_4	
			t_5	
			t_6	
			t_7	
			t_8	
			Measured t_{min} *(mm)*	
			Measured t_{max} *(mm)*	
5.	Is the measured $t_{min} \geq 0.07$ f ?		Yes / No	
	Is the measured $t_{max} < 0.15$ f ?		Yes / No	

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Contd --- 14

3. GUIDELINES FOR USE OF STEEL BARS IN DIFFERENT PROJECTS

Considering the importance of quality in construction of public structures, the basis for use of bars in different projects of CPWD shall be as given in **Table 3**.

Table 3: Use of *Bar Sets I* and *II* in CPWD Projects

S.No.	*Consideration*	*Bar Set I*	*Bar Set II*
1.	**Earthquake Zones**	All zones	Only *Earthquake Zone II*
2.	**Environment Conditions**		
	(a) Coastline	All conditions	Beyond *10 km* from the coastline of India
	(b) Exposure Conditions	All exposure conditions as per **IS 456** (latest version)	Only *Mild* and *Moderate* Exposure Conditions as per **IS 456** (latest version)
3.	**Structure Category**	All categories	*OnlyNormal Buildings* as per **Table 4** and standalone *Normal Structures* as per **Table** 5.
4.	**Heights of Buildings and Structures**	All heights	Only structures up to 12 m height excluding *staircase headroom* and *liftmachine rooms*

Table 4: List of *Normal Buildings*

Residential or Non-Residential Buildings with occupancy less than 100 persons, *excluding*:

(1) Educational buildings,
(2) Buildings of strategic importance,
(3) Buildings and structures identified by Government of India and State Governments to be critical for governance or Disaster Management,
(4) Hospital buildings,
(5) Buildings that house the control or operations of utilities (for example, water, power, and sewage disposal), and lifeline (for example, communication and transportation facilities) structures,
(6) Buildings related to defense and space applications,
(7) Buildings identified by Government of India, State Governments and UT Administrations to be of *Special Importance*, and
(8) Any other building identified with the approval of DG, CPWD.

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contd -- 15

Table:5 List of Standalone Normal Structures

Water Tanks and Water Sumps up to 50,000 liters, and Pump Rooms of area less than 20 m2
Septic Tanks, Sewage Treatment Plants, and Effluent Treatment Plants up to 10,000 liters/day
Bridges and Culverts of spans up to 6 m
Earth Retaining Structures up to 4 m
Compound Walls, Entry Gates, and Small Reception Rooms
Storm Water Drains
Cable Trenches
Parking Structures of single storey
Security Cabins and Sentry Post
Any other structure identified with the approval of Technical Sanctioning Authority of CPWD

Id

contd--16

Annexure-I(e)

Grounds for Removal/ Suspension/ Blacklisting/ Debarring of manufacturer from CPWD

1. The manufacturer may be removed/suspended/blacklisted/debarred, if any of the following is established:

i. If found to have given false particulars at the time of Application; or
ii. Has indulged in any type of forgery or falsification of records; or
iii. Changes in the owner ship of the company without prior intimation to department.
iv. Declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned or
v. Violates the labour rules and regulations or
vi. Is involved in complaints of serious nature received from any source which have been proved; or
vii. Ceases to fulfil eligibility criteria based on which manufacturer's name was approved; or
viii. Is considered as not required to be in list of CPWD enlisted manufacturer for any other reason considered fit by the enlisting authority; or
ix. Received reports from field units of CPWD for supply of sub-standard quality of steel in more than one occasion; or
x. Has been removed/suspended/blacklisted/debarred/restrained from the business by any central /state government department/PSUs.

2. Whenever, any type of complaint mentioned above at serial number (i) to x), is received against a manufacturer. The manufacturer will be served with suitable show cause notice to give reply within a period of 15 days. After considering the reply/non-reply of the Show cause notice and other facts on records, further action will be taken as deemed fit. In case of Removal/ Suspension/ Blacklisting/ Debarring of the manufacturer, the minimum period will not be less than three years from the date of issue of the order. The re-application/application already under consideration for fresh enlistment of such manufacturer shall not be processed till the period of Removal/ Suspension/ Blacklisting/ Debarring is over. The manufacturer has to apply afresh for enlistment after period of Removal/ Suspension/ Blacklisting/ Debarring is over.

Annexure-I (f)

Procedure for online payment of enlistment fee

1. Log on to home page of NTR portal on https://bharatkosh.gov.in.
2. Go to "Quick Payment" link on the home page.
3. Select the Ministry/Department "030-Housing and Urban Affairs" from the drop-down menu.
4. Select the purpose as "Enlistment fee from contractor" from the drop-down menu.
5. Click NEXT and Select the DDO as" 244189-AE(CASH),CSQ, NIRMAN BHAWAN, NEW DELHI" from the drop-down menu.
6. Enter the amount of enlistment fee(s) in the amount window.
7. Under Remarks write "enlistment fee for enlistment of steel manufacturer for the plants (i)…., (ii)… ,(iii)…., ".
8. After filling all the mandatory fields in "Depositor's detail", click" Next".
9. Confirm the information entered in the preview and click the "Confirm" button.
10. After confirmation, the portal will open the Payment Gateway.
11. Make payment using the Payment Gateway and download the system generated electronic receipt.

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/16

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

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

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

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

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

This issues with the approval of DG, CPWD.

चन्द्रपाल 16/06/2025

(चन्द्र पाल)

अधीक्षण अभियंता (सी. एंड एम.)

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

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

(केलोनिवि वेबसाईट के माध्यम से)

16.06.25

R K SINGH

EE(Manual)

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/ Maintenance 2023/18

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

VIDYUT BHAWAN, NEW DELHI **Dated: 27.02.2026**

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

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

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

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D.P. Jindal
EE (Contract)

(ii) Performance Guarantee : 5% of tendered value. Sl. No. (iii)	(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.** No change

This issues with the approval of DG, CPWD.

Placed 27.02.2026

(चन्द्रपाल अधीक्षण अभियंता (सी एण्ड एम.)
Chander Pal, SE (C&M)

अधीक्षण अभियंता (सी.एंड एम.)

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

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

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EE(C)
D.P. Jindal
EE (Contract)

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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

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

Vidyut Bhawan, New Delhi Dated: 25.03.2026

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

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

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

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EE (Contract)

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

25/3/21

D.P. Jindal
EE (Contract)

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

This issues with the approval of DG, CPWD.

25.03.202

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

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

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

25/3/26

D.P. Jindal
EE (Contract)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/20

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi Dated: 18.08.2026

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

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

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

L. S. Meena
AE (C-II) 18-08-2026

Ajay Kumar 18/8/2026
EE (Contract)

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

This issues with the approval of DG CPWD.

18.08.26

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

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

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

EE (Contract) 18/8/2026

L. S. Meena 18-08-2026
AE (C-II)

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance-2023/21

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyut Bhawan, New Delhi Dated:22.10.2026

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

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

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expression shall, unless the context otherwise requires, hereby respectively assigned to them:- Sl. No. (i) to (xx) (xxi) Hazardous works: Hazardous process/works are the works as defined in the clause (cb) of the Factory Act, 1948.	**CONDITIONS OF CONTRACT** **Definitions** **No change** **No change** (xxi) Hazardous works: Hazardous process/works are the works as defined in **- The First Schedule [Section 2(za)] of The Occupational Safety, Health, and Working Conditions Code ,2020**.
Clause 19 Labour Laws to be complied by the Contractor The contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also obtain a valid license under the said Act before the commencement of the work, and continue to have a valid license until its completion.	**Clause 19 Labour Laws to be complied by the Contractor** The contractor shall comply with the provisions of: **1. The Code on Wages, 2019** **2. The Occupational Safety, Health and Working Conditions Code, 2020** **3. The Industrial Relations Code, 2020** **4. The Code on Social Security, 2020.**

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कार्य. अभि. (संविदा)

	The Contractor shall also comply with all amendments, notifications, rules, regulations, and statutory modifications issued in relation to the above enactments from time to time. **The Contractor shall, before commencement of the work and thereafter throughout the execution of the contract, obtain and maintain valid registration through the Shram Suvidha Portal in accordance with Chapter II (Registration) of the Occupational Safety, Health and Working Conditions Code, 2020, for each establishment employing ten (10) or more workers. The Contractor shall submit copies of such registration and subsequent renewals/updates, wherever applicable, to the Engineer-in-Charge as and when demanded. Any consequences arising out of non-compliance with the statutory provisions shall be solely borne by the Contractor.** **The Contractor may obtain a Single Licence, including an All India Single Licence, wherever eligible under the Code. In cases where the contract work involves the engagement of fifty (50) or more contract workers, the Contractor shall obtain the requisite work-specific (work-based) Labour Licence prior to deployment of such workers at the site.**
The contractor shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.	The contractor shall also comply with provisions/rules of the Inter-State Migrant Workmen **according to chapter XI of the Occupational Safety, Health and Working Conditions Code, 2020.**
The contractor shall also abide by the provisions of the Child and Adolescent Labour (Prohibition and Regulation) Act, 1986, amended by Amendment Act No. 35 of 2016 and thereafter time to time.	**No Change**

अजय कुमार 23/10/2025
कार्य. अभि. (संविदा)

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.	The contractor shall also comply with the provisions**/rules relating to the building and other Construction Workers covered under the Occupational Safety, Health and Working Conditions Code, 2020.**
The contractor shall also comply with the provisions of Sexual Harassment of Women at Workplace (Prevention Prohibition and Redressal) Act, 2013 and amendment thereafter time to time. Any failure to fulfill these requirements shall attract the penal provisions of the relevant act and in this contract.	**No Change** **No Change**
Clause 19 B Payment of Wages (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971 and Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended time to time. Thus higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer.	**Clause 19 B Payment of Wage** **(i)** The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than **minimum wages as per the provisions of the code on wages, 2019 amended time to time.** Higher of the wages either notified by Govt. of India, Ministry of Labour and/or that notified by the local administration of the State Govt. both relevant to the place of work and the period of reckoning shall be paid by the contractor to the labourer.
(ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged	(ii) **The time limit for payment of wages for different wage periods as per Code on Wages, 2019 are as under:**

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	by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.		**Wage Period** / **Time limit for payment of wages** **Daily** / **At the end of the shift** **Weekly** / **Before the weekly Holiday** **Fortnightly** / **Within two days of the end of the fortnight** **Monthly** / **Within seven days of next month**
(iii)	In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorizedly made, maintenance of wage books or wage slips publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.	(iii)	**The Contractor shall comply with all provisions relating to payment of wages, overtime wages and non-discrimination in employment and remuneration under the Code on Wages, 2019 and the rules made thereunder, as amended from time to time.**
(iv)	(a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker	(iv)	**The adjudication of wage disputes shall be governed by the provisions of the Code on Wages, 2019. However, in the event of any grievances raised by the contract labourers relaing to health,**

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

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

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

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No Provision	5. **Protection Against Dismissal; No employer shall dismiss or discharge a woman during her pregnancy or during the period of maternity benefit.**
4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.	6. **No Change**
Clause 19G In the event of the contractor(s) ..... such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. Should it appear to the ..... cost of the contractor(s).	**Clause 19G** In the event of the contractor(s) ..... such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs. **25000/-** per day for each day of default subject to a maximum of 5 percent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties. **No Change**
Clause 20 **Minimum Wages Act to be Complied With** The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Gazette Notification 19.01.2017, S.O 188 (E) extra ordinary part 2 – sec. 3 (ii) amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.	**Clause 20** **Code of Wages to be complied for Minimum wages, Bonus & Gratuity**: - The contractor shall comply with the provision of minimum wages **of code on wages, 2019 amended from time to time.** I. **The contractor shall comply with all provision relating to Bonus including eligibility calculation, disqualification, payment and disbursement thereof, shall maintain all registers, records and returns in accordance with the Code of wages 2019 and amended time to time.** II. **Contractor shall pay gratuity and all other social security benefits payable to workers engaged by him in accordance with Code on Social Security 2020 and rules made there under and amended from time to time.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Appendix 'A'

Form IX

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

Code on Wages Rules, 2025

ATTENDANCE REGISTER CUM MUSTER ROLL

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

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

Date and Time of attendance

(7)

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

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

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

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

*Note: Required in case register is maintained physically.

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Appendix 'B'

FORM-XIII

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

EMPLOYEE REGISTER

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

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

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

Signature of Employee

Signature of Employer

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Appendix 'C'

FORM – XV

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

REGISTER FOR WAGES, OVERTIME AND DEDUCTIONS

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

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

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

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

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Appendix 'D'

FORM-XI

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

NOTICE OF ACCIDENT OR DANGEROUS OCCURRENCE

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

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

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

Date of dispatch of report :

Place:

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Appendix 'E'

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

Format for Appointment letter

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

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

Signature / Digital Signature
of Employer

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Appendix- 'F'

Form V

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

Wages Slip

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

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

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Appendix-'G'

FORM-XXIII

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

EXPERIENCE CERTIFICATE OF CONTRACT LABOUR

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

This issues with the approval of DG, CPWD.

22.10.26

(चन्द्र पाल)
अधीक्षण अभियन्ता (सी0 एंड एम0)

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

22/12/2026
अजय कुमार
कार्य. अभि. (संविदा)