

N. I. T./BID PAPER

NIT No. : 20/EE(E)/AE(E)-I/CPWD/PATNA/2026-27 Recall

Name of work : "MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation)."

Estimated Cost : Rs. 5,91,433.00

Earnest Money : Rs. 11,829.00

Performance Guarantee : 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher.

A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required Submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount.

Security Deposit : 2.5% of tendered value

Cost of Bid Paper : N/A

e-tendering fee : N/A

Time Allowed : 12 (Twelve) Months

Certified that this NIT, SOQ & Terms and Conditions contain 1 to 36 pages including this page.

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF NIT AND TO
BE POSTED ON WEBSITE**

(Applicable for inviting open tenders)

The Assistant Engineer (E)-I, CPWD, Puniachak, Patna. (Phone No. : 0612-2546221) (Email ID aepcesd1@gmail.com) on behalf of President of India invites online ~~item rate~~ / percentage rate tenders from approved and eligible contractor of appropriate class in /CPWD in Composite Category for the following work

Sl. No.	NIT No.	Name of work & location	Estimated cost put to tender	Earnest Money	Period of Completion	Last date & time of submission of bid and other documents as specified in the press notice	Time & date of opening of tender
1	2	3	4	5	6	7	9
1	20/EE(E)/AE(E)-I/CPWD/PATNA/2026-27 Recall	"MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation)."	Rs. 5,91,433.00	Rs. 11,829.00	12 (Twelve) Months	15/09/2026 upto 15:00 hrs	15/09/2026 on 15:30 hrs

The contractor submitting the tender should read the schedule of quantities, additional conditions, additional specifications, particular specifications, CPWD-6 and other terms and conditions given in the NIT and drawings. The bidder should also read the General Conditions of Contract for CPWD Works 2023 with up to date correction slips, which is available as Government of India Publications; however, provisions included in the tender document shall prevail over the provisions contained in the standard form. The ~~set of drawings~~ and NIT shall be available in the office of **Assistant Engineer (E)-I, CPWD, Patna**. The contractor should also visit the site of work and acquaint himself with the site conditions before tendering. He should only submit his tender if he considers himself eligible and he is in possession of all the required documents. The following conditions, which already form part of the tender conditions, are specially brought to his notice for compliance while submitting the tender online. They are requested to comply following instructions.

(A) Tenders with any condition including that of conditional rebates shall be rejected forthwith.

(B) The successful bidder shall be required to submit a **Performance Guarantee of 5% of the estimated cost put to tender (ECPT) or contract amount whichever is higher & additional performance guarantee (if required)** within 7 days of issue of letter of intent. This period can be further extended by Engineer-in-Charge up to a maximum period of 7 days on the written request of the contractor and with late fee as defined in Schedule F.

(C) **Performance Guarantee of 5% (Five Percent) & additional performance guarantee (if required)** like that Treasury / Demand Draft / Pay Order or banker Cheque / Deposit at call receipt / FDR / Bank guarantee in favour of respective Executive Engineer (E), PCED, CPWD, Patna

(C) GST and Labour Cess etc. as applicable shall be borne by the contractor himself. The contractor shall quote his rates considering all such taxes and hence their quoted rates should be inclusive of all the tax components.

(D) It will be obligatory on part of the Contractor/ Bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part without assigning any reasons.

1. The intending bidder must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
2. Information and instructions for contractors will form part of NIT and uploaded on ITI website.
3. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with the contractor whose bid may be accepted and other necessary documents can be seen and downloaded from website www.etender.cpwd.gov.in.
4. Applicant has to deposit earnest money of Rs. **11,829.00** in the form of treasury challan or demand draft or pay order or banker's cheque or deposit at call receipt of fixed deposit receipt (**drawn in favour of Executive Engineer (E), PCED, CPWD, Patna**) shall be scanned and uploaded to the e-tendering website withing the period of bid submission.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs. 20 Lac, whichever is less, shall have to be deposited in shape prescribed above, and balance may be deposited in shape of Bank Guarantee of any scheduled bank having validity of 60 days or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

5. This bids will be submitted upto 3:00 PM on **15/09/2026**. The bid shall be opened at 3:30 PM on **15/09/2026**.

It will be the responsibility of the firms to check the website for amendments, if any, prior to the price bid. The submission of the price bid by the firm will be construed to be in conformity with the amendments issued.

6. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
7. The intending bidder must have valid class-III digital signature to submit the bid.
8. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.

9. Contractor can upload documents in the form of JPG format and PDF format.
10. Certain modifications may be required. Addendum / corrigendum shall be uploaded by the Engineer – In – Charge, if felt necessary by him, which shall form part of the tender document.
11. The bidders are advised to visit the site before submitting his bid to have more clarity about the site conditions and availability of space for execution of the work.
12. Integrity pact of the tender document shall be signed between Engineer – In – Charges and the successful bidder after acceptance of the tender.
13. SC/ ST contractors enlisted under class V category are exempted from processing fee payable to ITI.

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

- 1) Treasury challan / Demand draft / Pay Order or Banker's Cheque / Fixed Deposit Receipts / Deposit at call receipt / bank Guarantee of any scheduled bank against EMD.
- 2) Copy of receipt for deposition of original EMD with division office of any Executive Engineer including NIT issuing EE, CPWD.
- 3) Copy of GST registration certificate.
- 4) Copy of ERP Training Certificate.
- 5) Copy of registration with EPFO & ESIC or under taking that he will obtained EPFO & ESIC registration at the time of execution of work.
- 6) Valid Enlistment order of the CPWD contractors in appropriate class in composite category for CPWD contractors.
- 7) Copy of valid electrical License.
- 8) Copy of PAN
- 9) Email & mobile no. of the firm/ agency on the letter head of firm/ agency (For making correspondence)

Assistant Engineer (E)-I
CPWD, Punaichak
Patna – 23.

RECEIPT OF DEPOSITION OF ORIGINAL EMD

Receipt No. Dated

Name of work: - "MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation)."

NIT No. : - 20/EE(E)/AE(E)-I/CPWD/PATNA/2026-27 Recall

Estimated Cost : - Rs. 5,91,433.00

Amount of Earnest Money : - Rs. 11,829.00 (drawn in favour of Executive Engineer (E), PCED, CPWD, Patna)

Last date of submission of bid: - 15/09/2026

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

1. Name of Contractor:
2. Form of EMD:
3. Amount of Earnest money deposit:
4. Date of submission of EMD:
5. Name & Designation of the EMD Receiving Officer
6. Official E-Mail ID of the EMD Receiving Officer

Signature, Name & Designation of EMD
receiving Officer (EE/AE(P)/AE/AAO)
alongwith office stamp

CPWD-6 FOR e-TENDERING

The Assistant Engineer (E)-I, CPWD, Puniachak, Patna. (Phone No. : 0612-2546221) (Email ID aepcesd1@gmail.com) on behalf of President of India invites online ~~item rate~~ / percentage rate tenders from approved and eligible contractor of appropriate class in /CPWD in Composite Category for the following work through E-tender website www.etender.cpwd.gov.in for the work –“MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation).”

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

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

The work is estimated to cost Rs. 5,91,433.00 this estimate, however, is given merely as a rough guide.

2. Agreement shall be drawn with the successful bidders on prescribed Form No. CPWD 7/8 which is available as a Govt. of India Publication. And also available on website www.cpwd.gov.in. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **12 (Twelve) Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen from website www.etender.cpwd.gov.in or www.cpwd.gov in free of cost.
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
8. Earnest Money in the form of Treasury Challan or Demand Draft or Pay order or Banker's Cheque or Deposit at Call Receipt or Fixed Deposit Receipt (**drawn in favour of "Executive Engineer (E), PCED, CPWD, Patna"**), shall be scanned and uploaded to the e-tendering website **within the period of bid submission.** ~~The original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any executive engineer, CPWD within the period of bid submission. (The EMD document shall only be issued from the place in which the office of receiving division office is situated). The EMD receiving Executive Engineer shall issue a receipt of deposition of earnest money deposit to the bidder in a prescribed format (enclosed) uploaded by tender inviting EE in the NIT. This receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date & time.~~

A part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money or Rs.20 lakh, whichever is less, shall have to be deposited in shape prescribed, above and balance may be deposited in shape of Bank Guarantee of any scheduled Bank having validity of 6 months or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the lowest bidder only within a week physically in the office of tender opening authority.

Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited with any division of CPWD and other documents scanned and uploaded are found in order.

The bid submitted shall be opened at 03:30 PM on 15/09/2026

9. The bid submitted shall become invalid if

- i) The bidders is found ineligible
- ~~ii) The bidder does not deposit original EMD with division office of any Executive Engineer, CPWD (The EMD document shall only be issued from the place in which the office of receiving division office is situated).~~
- iii) The bidder does not upload all the documents (i/c GST Registration) as stipulated in the bid document including the copy of receipt for deposition of original EMD.
- iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid & hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
- v) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

The contractor, whose bid is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs.10000/-) or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case of guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The earnest money deposited alongwith bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC and BOCW Welfare board and programme chart (Time and progress) within the period specified in Schedule F-

- 11 Intending bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 12 The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidder shall be summarily rejected.
- 13 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable to rejection.
- 14 The competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidder shall be bound to perform the same at the rate quoted.
- 15 The contractor shall not be permitted to bid for works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted a Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazetted officer in the Central Public Works Department or in the Ministry of Urban Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
- 16 No Engineer of Gazette rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
- 17 The bid for the works shall remain open for acceptance for a period of Thirty (30) days from the date of opening of bids / ~~90 days from the date of opening of financial bid in case of bids are invited on two / three bid system~~ (Strike out as the case may be) if any bidder withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the retendering process of the work.
- 18 This notice inviting bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a) The Notice Inviting bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form 7/8 or other Standard C.P.W.D. Form as applicable.

Assistant Engineer (E)-I

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE	Bihar		
BRANCH	E & M	DIVISION	PCED, PATNA
ZONE	EZ-II	SUB-DIVISION	PCESD-I, PATNA

Percentage Rate Tender & Contract for Works

Tender for the work of : -

“MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation).”

(i) To be submitted by 15:00 hours on 15/09/2026 to Assistant Engineer (E)-I, CPWD, Punaichak Patna-23.

(ii) To be opened in presence of tenderers who may be present at 15:30 hours on 15/09/2026 in the office of Assistant Engineer (E)-I, CPWD, Punaichak Patna-23.

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Issued to :- _____

Signature of officer issuing the documents _____

Designation : Assistant Engineer (E)-I, CPWD, Punaichak Patna-23.

Date of Issue: - _____

TENDER

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

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

We agree to keep the tender open for 30 (Thirty) Days from the due date of its opening from the date of opening of technical bid in case tenders are invited on 2/3 envelope system (Strike out as the case may be) and not to make any modifications in its terms and conditions.

A sum of **Rs 11,829.00** is hereby forwarded in Cash / Receipt Treasury Challan / Deposit at call Receipt of a Scheduled Bank / fixed Deposit receipt of scheduled Bank/ Demand draft of a scheduled Bank, / Bank guarantee issued by a scheduled bank as earnest money. If I/We fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I/ We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/we agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

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

Dated

Signature of the Contractor

Postal Address -----

Telephone No.-----

Witness:-----

FAX -----

Address:-----

E-MAIL -----

Occupation:-----

ACCEPTANCE

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

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

(a) -----

(b) -----

(c) -----

For & on behalf of the President of India

Signature.....

Dated

Designation.....

SCHEDULES

SCHEDULE 'A'

Schedule of quantities, enclosed on separate sheets.

SCHEDULE 'B'

Schedule of materials to be issued to the contractor:

Sl. No.	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor.	Place of issue
1	2	3	4	5
----- NIL -----				

SCHEDULE 'C'

Tools and plants to be hired to the contractor:

Sl. No.	Description	Hire charges per day	Place of issue
1	2	3	4
----- NIL -----			

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract: - **General Conditions of Contract for CPWD work – 2023 (maintenance work) with amendments issued up to date of issue of tender.**

Name of work:	"MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation)."
Estimated cost of work:-	Rs. 5,91,433.00
(i) Earnest money:-	Rs. 11,829.00
(ii) Performance Guarantee:-	5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher
Additional Performance Guarantee	A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender. In case of abnormally low bids as defined above, the bidder shall be required Submit Additional Performance Guarantee (APG) in addition to the Standard Performance Guarantee (PG). The amount of Additional Performance Guarantee (APG) shall be equivalent to the difference between the 80% amount of ECPT and quoted amount
(iii) Security deposit :-	2.5% of tendered Value.

SCHEDULE 'F'

General Rules & Directions: -

Officer inviting tender:

Assistant Engineer (E)-I, CPWD, Punaichak
Patna-23, Bihar.

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

100%

Definitions:

2 (v) Engineer-in-Charge

Assistant Engineer (E)-I, CPWD, Punaichak
Patna-23, Bihar.

2 (viii) Accepting Authority

Assistant Engineer (E)-I, CPWD, Punaichak
Patna-23, Bihar.

2 (x) Percentage on cost of materials and labour to cover all overheads and profits.

15%

2 (xi) Standard schedule of Rates

Prevailing labour rates & Market Rates

2 (xii) Department

C.P.W.D.

9 (ii) Standard CPWD contract form

CPWD 7 as per General conditions of contract for CPWD works 2023 modified & corrected upto date.

Clause 1

Time allowed for submission of performance Guarantee, programme Chart (Time and progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board or proof of applying thereof from the date of issue of letter of Acceptance.

07 Days

Maximum allowable extension with late fee @ 0.1% per day of the Performance Guarantee amount beyond the period provided in (i) above.

03 Days

Clause 2

Authority for fixing compensation under

Chief Engineer (EZ-II), CPWD, Patna.

Clause- 2

Clause 2A

Whether Clause 2A shall be applicable

No

Clause 5

Number of days from the date of issue of letter
of acceptance for reckoning date of start

07 Days

MILE STONE (S) AS PER TABLE GIVEN BELOW

Table of Milestone (s)

Sl. No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	% Amount of tendered cost to be with-held in case of non achievement of milestone
NIL			

Time allowed for execution of work

12 (Twelve) Months

Authority to decide:

1. Extension of time

Assistant Engineer (E)-I, CPWD, Punaichak
Patna-23, Bihar.

2. Rescheduling of mile stones

N/A

Clause 6

Clause applicable – (6 or 6A)

6A - Applicable (ERP)

Clause 7

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

N/A

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.

N/A

Clause 10A

List of testing equipment to be provided by the
contractor at site lab.

As per decided by Engineer – In – Charge.

Clause 10 – B(ii)

Whether clause 10-B (ii) shall be applicable

No

Clause 10C - Component of labour expressed as percent of value of work

Clause 10 CA	Materials covered under this clause	Nearest material (other than cement, reinforcement bars and structural steel) for which All India Wholesale price index to be followed	Base price of all the materials covered under clause 10CA
Not Applicable			

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.

N/A

Schedule of component of other Materials,

Labour, POL etc. for price escalation.

Component of civil (Except materials covered under clause 10 CA)/ Electrical construction materials expressed as percent of total value of work.

Xm

Component of labour expressed as percent of total value of work.

Y

Component of POL expressed as percent of total value of work.

Z

Not Applicable

Clause 11

Specifications to be followed for execution of work.

As per attached Terms and Condition.

Clause 12

Authority to decide deviation beyond 1.25 times of tender amount

- i) Upto 1.25 times- Engineer – In – Charge
- ii) From 1.25 to 1.5 times- CE, Patna.

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3 shall apply for work.

No Limit

12.5 (i) Deviation limit beyond which clauses 12.2 & 12.3 shall apply for foundation work. (except items mentioned in earth work sub head in DSR and related items)

No Limit

(i) Deviation limit for items mentioned in earth work subhead of DSR and related items)

No Limit

Clause 16

Competent Authority for deciding reduced rates.

: Chief Engineer, CPWD, Patna..

NIT No. 20/EE(E)/AE(E)-I/CPWD/PATNA/2026-27 Recall

Name of work:- MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation).					
SCHEDULE OF QUANTITY					
Item No.	Description of Item	Qty.	Unit	Rate	Amount
1	Providing services for operation and maintenance of DG set, water pump set and Lift rescue / Wireman etc. by deployment of necessary workforce in all working days except Sunday or holidays as per terms as per terms and condition attached. (General shift 9:00 AM to 5:00 PM)				
1.1	Skilled staff-1 No.	12	Months	25,875.00	3,10,500.00
1.2	Un-Skilled staff-1 No	12	Months	19,533.00	2,34,396.00
2	Supplying of following electrical materials/ accessories in new condition ISI marked same as existing item to attend day to day complaints through Complaint Register within the stipulated time frame given in CPWD maintenance charter complete as required. (Installation of materials, maintaining the record of consumption of material will be done by the worker/ agency of contract for which nothing will be paid extra).				
2.1	1.5 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable.	50	Mtrs.	23.00	1,150.00
2.2	4 sq. mm ISI marked, FRLS PVC insulated, single core copper conductor cable	50	Mtrs.	54.00	2,700.00
2.3	S.P. 5/6 A, one way modular switch, ISI marked	20	Nos.	44.00	880.00
2.4	3 pin 5/6 A modular socket outlet, ISI marked	15	Nos.	82.00	1,230.00
2.5	S.P. 15/16 A, one way modular switch, ISI marked	15	Nos.	96.00	1,440.00
2.6	6 pin 15/16 A modular socket outlet, ISI marked	15	Nos.	136.00	2,040.00
2.7	Stepped type modular fan regulator (2 module)	5	Nos.	285.00	1,425.00
2.8	6A to 32 A, rating, SP, MCB "C" curve, 10 KA breaking capacity.	10	Nos.	175.00	1,750.00
2.9	LED Panel light 2x2 ft. (System lumen efficacy ≥ 105 <120 lm/Watt) of following body materials. CRCA Sheet Body (Thickness > 0.50 mm) 36 watt	10	Nos.	1,682.00	16,820.00
2.10	LED Down lighter (SMD Type) (System lumen efficacy ≥ 105 < 120 lm/Watt) of following body materials. Powder coated die cast /Extruded aluminium Body including trim with	20	Nos.	426.00	8,520.00

	Aluminium Reflector (12 -15 watt)				
2.11	LED Flood Light, powder coated pressure die cast aluminium (System lumen efficacy 105 <120 lm/Watt) of following body materials. (200 watt)	2	Nos.	4,011.00	8,022.00
3	Re-winding and Replacement of ball-bearings of existing Ceiling Fans motor with super enameled copper winding wire of required SWG, including insulation paper, varnishing, baking replacement of cotton tape/sleeve, cleaning of rotor, stator, fan body and blades ,balancing of blades and tightening of all nuts & bolts along with Re-assembling, installation, testing & commissioning of the ceiling fan including connections and credit buy back cost of the dismantled materials of this etc as required.	5	Nos.	336.00	1,680.00
4	Less credit cost for following old dismantled materials:-				
4.1	1.5 sq mm FRLS copper wire.	50	Mtr	-6.00	-300.00
4.2	4 sq mm FRLS copper wire.	50	Mtr	-8.00	-400.00
4.3	5 amp Modular Switch	20	Nos.	-0.50	-10.00
4.4	5 amp Modular socket.	15	Nos.	-0.50	-7.50
4.5	15 amp Modular Switch	15	Nos.	-0.50	-7.50
4.6	15 amp Modular Socket	15	Nos.	-0.50	-7.50
4.7	2 module step type fan regulator	5	Nos.	-0.50	-2.50
4.8	5 to 32 amp SP MCB	10	Nos.	-0.50	-5.00
4.9	LED Panel light 2x2 ft.	10	Nos.	-25.00	-250.00
5.10	LED Down lighter	20	Nos.	-5.00	-100.00
5.11	LED Flood Light	2	Nos.	-15.00	-30.00
	Total				5,91,433.00

Assistant Engineer (E)-I

 केन्द्रीय लोक निर्माण विभाग Central Public Works Department					
एन.आई.टी.सं० N.I.T. No:	20/EE(E)/AE(E)-I/CPWD/PATNA/2026-27 Recall				
लाईन संख्या Line No	1				
कार्य का नाम Name of Work/ Description	MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation).				
मत्रा की अनुसूची SCHEDULE OF QUANTITY					
ठेकेदार का नाम Name of the Contractor					
क्रम संख्या Sl.No.	घटक का नाम Name of Component	अनुमानित लागत Estimated cost	अनुमानित लागत से उपर या नीचे का प्रतिशत Percentage above Or below the Estimated cost	अंको में % in Figures	कुल लागत Total Cost
1	Electrical Work	5,91,433.00			
	Grand Total	5,91,433.00			

NOTE:
2. If any cells (Rates) left Blank, then the same will be treated as "Zero".
Note to CPWD Department/User:
DO's
1. User can Add/Delete Multiple Rows in this Schedule Template, as required for additional decryption/ items.
2. If User Add Multiple Rows, User must Ensure to fill in all the required descriptions & required amount calculation's
DON'T's
1. Department user should not change the Structure/ Format/ Adding Columns of the Sample Schedule Template.(Any Assistance May contact E-Procurement Helpdesk)
2. Department user should not protect the Financial Schedule Template (BOQ/SOQ).E-
Procurement portal will protect the files and necessary cells automatically.
Note To Contractors/Vendors:
DO's
1. Contractor/Vendor has to mandatorily fill in their Firm Name under "Name of the Contractor".
DON'T's
1. Contractor/Vendor should fill in the rate and then upload the same file without changing the Schedule/BOQ File Name
2. Only 2 Decimal Points are supposed to be entered

Terms & Condition

Name of Work:- MOEI & fans i/c RMO water pumping set, Passenger Lift at GSI Office Building, Patna. (SH:- Outsourcing of skilled staff for maintenance of EI Installation).

- 1 The work shall be carried out as per CPWD specifications and direction of Engineer-in-charge.
- 2 All necessary T & P to carryout day to day maintenance /operation of this work shall be arranged by the contractor and nothing extra shall be paid on this account.
- 3 Skilled staff should have experience for carrying out of Electrical Installation works, operation of DG set, Pump set etc. The Agency will submit required certification/Documents in this regard.
- 4 The contractor shall have to arrange on his own cost of all liveries, soap, duster etc. for staff and nothing extra payment shall be paid on this account.
- 5 The department reserves it right to terminate this contract at any time, without assigning any reason.
- 6 The contractor shall provide and maintain complaint register/log book. Complaints received and attended shall be recorded in the complaint register. The records have to be produced to the deptt. whenever required. The staff deployed by the contractor in this work shall remain his staff only and all kind of liability toward staff if arises shall be responsibility of the contractor only.
- 7 Staff engaged should be well mannered. Any staff found to be indulging in improper activities should be replaced with suitable staff.
- 8 The agency has to supply Petty materials like PVC tape, screws, mobile oil, flexible copper wire, cotton waste, grease, gland packing, fuse wire, multi meter, ladder of required size and any other petty materials for day to day functioning of the building etc. at free of cost.
- 9 In case of any worker found absent from duty the recovery will be made from contractor's bill at following rate.
 - a) Skilled Staff @ Rs. 2000/- per shift per day.
 - b) Un-skilled staff @ Rs. 1400/- per shift per day.
- 10 The contractor will have to maintain all the installations/equipments in proper working condition. The service is to be provided on all days excluding Sundays.
 - a) Qualification of skilled staff:- Should have valid Wireman License / electrical workman license / Electrician license issued by the competent authority.
- 11 Payment to the staff deployed at site shall be made electronically / online by the contractor and proof submitted to the site-in-charge Junior Engineer (E) / Assistant Engineer (E) within the time framed as per minimum wages act and contractor labour regulations.
- 12 The contractor shall be fully responsible for character and credentials of the staff deployed. The staff deployed shall only be the liability of the contractor.
- 13 The contractor and/ or his representative / labour should not remove/ disturb/ dislocate the existing equipments and its parts from its positions until and unless it is authorized by the Engineer-in-Charge. The entire installations should be intact at any time of inspections and as handed over to him at the time of initial taking over of its maintenance and operation. Care should also be taken not to damage the installation by improper handling etc. The contractor shall be responsible for any damage or theft and shall have to make good to its original shape and description as and when damage/ theft etc. is noticed or taken place.
- 14 The contractor shall have to provide mobile phone to staff for which nothing extra shall be paid.
- 15 In case any accidents during the Operation/ Maintenance of the equipment leading to injuries/ damages to human beings/ equipments and/ or loss of life, the contractor shall be fully responsible for setting all claims and indemnify the department against any claim arising out of such accidents. Consequential damages to the other system will however be not recoverable from the contractor.

- 16 This is purely service contract and the persons employed by the contractor are his own employees and they will have no claim for right of employment in the department.
- 17 The following minimum skilled staff shall be provided:-
 - a) Skilled Staff - 1 No.
 - b) Unskilled staff – 1 No.
- 18 The contractor shall submit the relevant test certificates at the time of supply of equipment/Material.
- 19 If required by the department, the Contractor has to furnish the challan / Invoice of the material to proof the Genuineness of materials.
- 20 The LED fitting should have warranty of 5 years.

LIST OF APPROVED MAKES

SI No.	Materials	:	Make
1	PVC Insulated (FRLS) Copper Conductor wires / Telephone Wire	:	Finolex / RR Kabel / Havells/Polycab / KEI
2	Modular type Switches, Sockets, Plugs, RJ-45 / GI Box / MCB / Fan Regulator (ISI marked)	:	As per the installed make and model at the site.
3	LED fittings	:	Havells / Philips / Wipro / Crompton (As per the installed make at the site.)
3	DB / MCB / Sheet Steel Enclosure.	:	Legrand / L&T (LK) /Siemens /Schneider/ABB / Havells.
4	All other items not covered above	:	As per samples approved by Engineer – In – Charge.

Assistant Engineer (E)-I

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


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

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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.

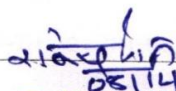
5.4.1 Provided that the end date of any event causing delay shall not fall beyond the date of request for extension of time or rescheduling of milestone(s) by the contractor. In case end date of event falls beyond the date of submission of said request, then period for extension up to date of application 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)	PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders)
SCHEDULE 'F'	SCHEDULE 'F'
Clause 5 Authority to decide:	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)।


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 (EE (Contact))

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केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

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:

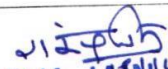
Existing provision	Modified provision
CONDITIONS OF CONTRACT	CONDITIONS OF CONTRACT
Definitions 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (x)(a)	Definitions 2. In the contract, the following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

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


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


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estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender.

In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable),

failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

(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.

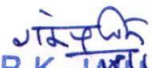
Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.


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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

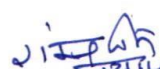
This issues with the approval of DG CPWD.


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)


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