

Name of Work:- A/R & M/O various roads under PWD Division South West Road-I,during-2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi).

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Certified that this NIT Contains 79 pages marked 1 to 79. NIT approved for **Rs.1,07,27,462/- (Rs. One Crore Seven Lakh Twenty Seven Thousand Four Hundred Sixty Two Only).**

Asstt. Eng. (P)

Executive Engineer(P)

Superintending Engineer/SW Circle

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

**GUIDELINES / PROCEDURE TO BE FOLLOWED IN INTRODUCTION OF
'E'- PROCUREMENT SOLUTION**

1. Payment of cost of Tender documents: - The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view / download the tender documents, from the : <https://govtprocurement.delhi.gov.in>.
2. **Submission of Bids:** The bidders who are desirous of participating in 'e' procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at <https://govtprocurement.delhi.gov.in>. The bidder should upload the scanned copies of all the relevant certificates, documents etc., in the <https://govtprocurement.delhi.gov.in> in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity.
3. **Payment of Bid Security (Earnest Money Deposit):-** The EMD shall be in the form of the demand draft of scheduled bank / fixed deposit receipt of a scheduled bank issued in favour of Executive Engineer M-113(N), PWD. Zerox copy of the DD / FDR is to be scanned and uploaded. The original EMD should be submitted upto 3.00 PM on in physical form.
4. **Price Bid Opening :** The Price Bids will be opened online by the concerned officer / officers at the specified date & time and the result will be displayed on the <https://govtprocurement.delhi.gov.in> which can be seen by all the bidders who participated in the tenders.
5. **Processing of Tenders:** The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
6. **Payment of performance Guarantee:** The bidder shall submit irrevocable performance guarantee of 5% (Five Percent) of the Estimated cost put to tender (ECPT) or contract amount whichever is higher in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract. This guarantee shall be in the form of DD / Banker Cheque / pay order / FDR / guarantee bonds of any scheduled bank drawn in favour of Executive Engineer M-113(N), PWD, New Delhi.
7. **Participation of Bidders at the time of opening of bids :** Bidders have two options to participate in tendering process at the time of opening of Bids :
 - (i) Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.
 - (ii) Bidders can visualize to process online.
8. **Participation Financial Rules for e-procurement :** The e-procure system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs / PWD manual.
9. **Signing of agreement :** After the award of the contract, an agreement may be signed as done in Conventional Tenders.
10. **To download the applicable General Contract Condition 2023 (i.e GCC 2023 Construction/ Maintenance) following link may be followed:**
www.cpwd.gov.in>GCC-2023.

**Executive Engineer
SWR-I, PWD**

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF TENDERS

1. The tenderers should read all the instructions terms & conditions, contract clauses, nomenclature of items, specifications etc. contained in the tender documents very carefully, before quoting the rates. The tenderer should also read the general conditions of contract for CPWD works 2023 with upto date correction slip which will form a part of the Agreement with upto date correction slips.
2. Tender should be signed and witnessed on page 22 of tender documents indicating full address of witness and the names of signatories.
3. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenderer, who propose any alteration in the work specified in the said form of invitation to tenders, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected.
4. The contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional conditions and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the even of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian partnership act, 1952.
6. Letter of recommendation for exemption of Octroi shall be issued by the department on demand. However, the department is not liable to reimburse the Octroi duty in case such exemption certificates are not honoured by the concerned authorities.
7. The agencies shall get registered with works contract cell of GST/under GST of Govt. of NCTD and submit valid registration certificate from works contract cell of Sales Tax Department preferable at the time of tendering.
8. The tender, which is not duly signed by authorized signatory or is conditional shall be treated as non-responsive and shall be summarily rejected.
9. The tenderer is required to quote the percentage above/below on the composite estimated cost of civil and electrical part of work.

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

The Executive Engineer, SWR-1, PWD Brar Square, New Delhi (E-Mail ID: eepwddelhiswr1@gmail.com) on behalf of the President of India invites online Percentage Rate tenders in Single Bid System from CPWD enlisted contractors of **appropriate category** and experienced firms/contractors who satisfy the laid down criteria as per NIT for the following work: -

S. No	NIT No.	Name of work & Location	Estimated cost put to bid	Earnest Money	Period of Completion	Last date & time of submission of bid & other Document as specified in the press notice	Time & date of opening of tender
1	2	3	4	5	6	7	8
1.	NIT No. 22/SE/SWC (M)/PWD/2026-27	A/R & M/O various roads under PWD Division South West Road-I, during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi).	Rs. 1,07,27,462/-	Rs. 2,14,549/-	6 Months	18.07.2026 Up to 03.00 PM	18.07.2026 at 3.30 PM

Tender ID :- 2026_PWD_295136_1

The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders. Joint venture is not allowed.

1. Eligibility Criteria:-

a) For CPWD enlisted contractors:-

Valid CPWD Registration Certificate of appropriate category as on last date of Tender. All the link papers / circulars / orders / OM's required to establish the link of validity of registration as on last date of tender, in case if the original registration order validity expired before the last date of tender, must be uploaded in sequence to establish the registration validity as on last date of tender. In case of non-uploading of required documents, the eligibility will not be considered.

b) For Non-CPWD contractors and other experience contractors.

(i) The eligible bidder should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month previous to the one in which tenders are invited:.

Three similar works each costing not less than of 40% of the ECPT

OR

Two similar works each costing not less than of 60% of the ECPT

OR

One similar works each costing not less than of 80% of the ECPT

Similar work shall mean **"Providing Watch and ward Services"**. Joint ventures are not accepted".

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

(ii) Should have had Average Annual Financial Turnover **30% of ECPT** on work during the last three years ending 31st March 2025 (scanned copy of Certificate from CA with Unique Documents Identification Number (UDIN) to be uploaded) (Form A). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum). **(For Non-CPWD enlisted contractors).**

(iii) Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant (Form A). **(For Non-CPWD enlisted contractors).**

(iv) Should have a Banker's Certificate from a commercial Bank for 40% (Form B-1)

Or

Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% amount of ECPT (scanned copy of original to be uploaded) (Form B). **(For Non-CPWD enlisted contractors).**

2. The intending bidder must read the terms and condition 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.
3. This information and instructions for bidders posted on website shall form part of bid document.
4. The bid can only be submitted after deposition of original EMD in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Bankers cheque (as prescribed from any of the Commercial Bank) drawn in favour of **Executive Engineer, PWD Division M-113(N), New Delhi**, 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, PWD (GNCTD) 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 (as given on Page No. 07)** uploaded by tender inviting EE in the NIT. The receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and time.
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 compiled with and other necessary documents can be seen and downloaded from <https://govtprocurement.delhi.gov.in>
6. Those contractors who are not registered or have not updated their profile on the website mentioned above, are required to get registered/update their profile beforehand.
7. The intending bidder must have valid Class-III digital signature to submit 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. Contractor must ensure to quote rate in the prescribed column(s) meant for quoting rate. However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

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

- I. Earnest money in the form of Treasury Challan or Demand Draft or Pay Order or Banker's Cheque or Deposit at call receipt (drawn in favour of **Executive Engineer M-113(N), PWD** or Bank Guarantee of any Schedule Bank shall be scanned and uploaded to the e-tendering website within the period of

submission. The original EMD should be deposited either in the office Executive Engineer inviting bids or division office of any Executive Engineer, PWD/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 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 and time.**

- II. Enlistment Order of the eligible who are registered with CPWD in appropriate category.
- III. Scan copy of Experienced Certificate of similar Nature work as per Form-C & D. Experience certificate should not be issued below the rank of Executive Engineer.**(For Non CPWD Contractors)** Private work experience shall also be accompanied with TDS document certified by CA with UDIN Number
- IV. Certificate of Financial Turnover from CA as per Form-A. (For Non-CPWD Contractors only).
- V. Banker's certificate or Net Worth Certificate as per Form B or B-1. (For Non -CPWD contractors only).
- VI. ~~Affidavit as per clause 1.2.2 of CPWD-6 from non-CPWD registered category.~~
- VII. Affidavit on Non-Judicial Stamp Paper of Rs. 100/-regarding debarment and blacklisting as per Form-E.
- VIII. Affidavit on Non-Judicial Stamp Paper of Rs. 100/- regarding back-to-back execution as per Form-F
- IX. The Copy of GST Registration Certificate of the State in which the work is to be taken up, if already obtain by the bidder. If the bidder has not obtained GST Registration in the state in which the work is to be taken up, or as required by GST authorities then in such a case the bidders shall scan and upload following undertaking along with other bid document. "If work is awarded to me, I/we shall obtain GST Registration certificate of the state, in which work is to be taken up, within one month from the date of receipt of award letter or before release of any payment by PWD, whichever is earlier, failing which I/we shall be responsible for any delay in payments which will be due towards me/us on a/c of the work executed and/or for any action taken by PWD or GST Department in this regard".
- X. Copy of Valid PAN Number.
- XI. Bidders are required to upload the NIT in PDF as uploaded by EE. This will satisfy digital Signing of the terms and condition of the NIT by the Bidder
- XII. Copy of applicable EPFO, ESIC and An undertaking that "He/They will get themselves registered under Contract Labour (Regulation and abolition) Act. 1970 and BOCW Act. 1996, if required after award of the work".
- XIII. Copy of applicable valid license from private security agency regulation act 2005 (PSARA).

Note: 1- Document No. I, II,VII, VIII, IX,X, XI,XII,XIII(to be uploaded by CPWD enlisted contractor).

Note: 2- Document No. I, III, IV, V,VII,VIII,IX, X, XI, XII, XIII (to be uploaded by Non CPWD Contractor).

**Executive Engineer
SWR-I, PWD**

Receipt of deposition of original EMD (Receipt No. / date	
1. Name of Work: A/R & M/O various roads under PWD Division South West Road-I,during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi). 2. NIT No. : 22/SE/SWC/PWD/2026-27, 28/EE/PWD/SWR-1/2026-27. 3. Estimated Cost : Rs. 1,07,27,462/- 4. Amount of Earnest Money Deposit : Rs.2,14,549/- 5. Last date of submission of bid 18.07.2026 upto 03.00 PM (*To be filled by NIT approving authority/EE at the time of issue of NIT and uploaded alongwith NIT)	
1. Name of contractor# 2. Mobile No. of Contractor.....# 3. Form of EMD# 4. Amount of Earnest Money Deposit# 5. Date of submission of EMD # Signature e, Name and Designation of EMD Receiving officer (EE/AE(P)/AE/AAO) Alongwith Office stamp (# to be filled by EMD receiving EE)	

CPWD-6 FOR E-TENDERING

The Executive Engineer, PWD, South West Road-I, PWD(GNCTD), Brar Square, New Delhi 'For & On' behalf of President of India, invites online **Percentage Rate** tenders in Single Bid System from **CPWD enlisted contractors of appropriate category** and other experienced contractors who fulfill eligibility criteria for the work: **A/R & M/O various roads under PWD Division South West Road-I, during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi)**. The enlistment of the contractors should be valid on the last date of submission of tenders. In case only the last date of submission of tender is extended, the enlistment of contractor should be valid on the original date of submission of tenders. Joint venture is not allowed.

The work is estimated of cost **Rs. 1,07,27,462/-**. This estimate, however, is given merely as a rough guide.

1. Eligibility Criteria:-

For CPWD enlisted contractors:-

Valid CPWD Registration Certificate of appropriate category as on last date of Tender. All the link papers / circulars / orders / OM's required to establish the link of validity of registration as on last date of tender, in case if the original registration order validity expired before the last date of tender, must be uploaded in sequence to establish the registration validity as on last date of tender. In case of non-uploading of required documents, the eligibility will not be considered.

For Non-CPWD contractors and other experience contractors.

The eligible bidder should have satisfactorily completed the works as mentioned below during the last seven years ending last day of the month previous to the one in which tenders are invited:.

(i) Three similar works each costing not less than of 40% of the ECPT

OR

(ii) Two similar works each costing not less than of 60% of the ECPT

OR

(iii) One similar works each costing not less than of 80% of the ECPT

Similar work shall mean "Providing Watch and ward Services". Joint Venture not allowed.

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

(ii) Should have had Average Annual Financial Turnover **30%** on work during the last three years ending 31st March 2025 (scanned copy of Certificate from CA with Unique Documents Identification Number (UDIN) to be uploaded) (Form A). The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum). **(For Non-CPWD enlisted contractors).**

(iii) Should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheet (balance sheet in case of private/public limited company means its standalone financial statement and consolidated financial statement both), duly audited and certified by the Chartered Accountant (Form A). **(For Non-CPWD enlisted contractors).**

(iv) Should have a Banker's Certificate from a commercial Bank for 40% (Form B)

Or

Net Worth certificate from CA with Unique Document Identification Number (UDIN) of minimum 10% amount of ECPT (scanned copy of original to be uploaded) (Form B-1). **(For Non-CPWD enlisted contractors).**

Note:- The lowest successful bidder will have to submit self-attested hard copy of all the document uploaded in tender (Except soft copy of NIT) in the office of Executive Engineer, PWD, South West Road-I, PWD(GNCTD), Brar Square, New Delhi, within 5 days of opening of tender. Failure to submit hard copy of documents will entail penalty of Rs. 5000 per day for 10 days after which the Tender shall be cancelled and EMD/PG will be forfeited.

The bid submitted shall become invalid or financial bid shall not be opened if:-

- (i) The bidder is found ineligible.
 - (ii) **The bidder does not deposit original EMD with division office of any Executive Engineer, PWD GNCTD (The EMD documents shall only be issued from the place in which the office of receiving division office is situated or the earnest money declaration).**
 - (iii) The bidder does not upload all the documents (including 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 and hard copies as submitted physically by the lowest bidder in the office of tender opening authority.
2. Agreement shall be drawn with the successful tenderer on prescribed **Form No. CPWD 7 /GCC CPWD Maintenance work 2023** with upto date correction slips upto submission of financial bid which is available as a Govt of India Publication and also available on website **www.cpwd.gov.in** bidder 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 **06 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 tender document.
 4. The site of the work is available.
The bidder should examine the site before participating in the bidding process and acquaint himself of the site conditions.
 5. **The bid document consisting of plans, specifications, the schedule of quantities of the various type of item to be execute and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract From can be seen on website <https://govtprocurement.delhi.gov.in>**
 6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of tender as notified.
 7. While submitting the revised bid, contractor can revise the rates 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 tender as notified.
 8. When bids are invited in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the tender submitted earlier shall become invalid.
 9. Earnest Money in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee including e-Bank Guarantee (for balance amount as prescribed) from any of the Commercial Bank (**drawn in favour of Executive Engineer, PWD Division M-113(N), New Delhi**) shall be scanned and uploaded on the e-Tendering website within the period of bid submission. The Original EMD should be deposited either in the office of Executive Engineer inviting bids or division office of any Executive Engineer, PWD within the period bid submission. The EMD receiving Executive Engineer (including NIT issuing EE) 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. The receipt shall also be uploaded to the e-tendering website by the intending bidder upto the specified bid submission date and 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 Commercial bank having validity for a period of 90 days for single bid works and 180 days or more from the last date of receipt of bids which is to be scanned and uploaded by the intending bidders

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

Copy of Enlistment Order and certificate of work experience and other documents as specified in the notice inviting e-tender shall be scanned and uploaded to the e-tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in e-tender notice shall have to be submitted by the lowest bidder 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 office of PWD and other documents scanned and uploaded are found in order.

Bid submitted shall be opened at 03:30 P.M. on

10. **(A) The contractor whose bid is accepted will be required to furnish performance guarantee at 5% (Five Percent) of the Estimated cost put to tender (ECPT) or contract amount whichever is higher as mentioned in schedule E and within the period specified in Schedule F. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the Commercial Banks in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period specified 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 registration with EPFO, ESIC and An undertaking that "He/They will get themselves registered under Contract Labour (Regulation and abolition) Act. 1970 and BOCW Act. 1996, if required after award of the work" and also ensure the compliance of aforesaid provisions by the sub contractors, if any engaged by the contractor for the said work and programme chart (Time and Progress) within the period specified in Schedule F.

(B) Additional Performance Guarantee:- Amount equivalent to the difference between 80% amount and quoted amount. [E.G. (0.8A – quoted Amount) where A = ECPT]. (as per Circular no. F.No. dspwd-2/E-343137/1895-1901 issued by the Deputy Secretary PWD, PWD Secretariat dated 20.05.2026).

11. The description of the work is as follows:-

A/R & M/O various roads under PWD Division South West Road-I, during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi). Copies of drawings and documents pertaining to the works will be open for inspection to the tenderers at the office of the **EE, South-West Road Division-I, PWD** on all working days between to Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders 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 tender. A tenderer

shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at their own cost all materials, tools and 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 tender by a tenderer 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 condition and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of President of India does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders 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 tender and the tenderer shall be bound to perform the same at the rate quoted.
15. 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 on office 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/PWD**. 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/PWD** 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..

16. No Engineer of gazetted rank or other gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the Govt. of India in writing. This contract is liable to be cancelled if either the contractor or any of employees is found any time to be such a person who had not obtained the permission of the Govt. of India as aforesaid before submission of the tender or engagement in the contractor's services.
17. **The tender for the work shall remain open for acceptance for a period of 30 Days from the date of opening of tenders/financial Bid.**
 - i) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department within 7 days **after last date of submission of bid**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely **irrespective of letter of acceptance for the work is issued or not.**
 - ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days **after last date of submission of bids**, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely **irrespective of letter of acceptance for the work is issued or not.**
 - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.

18. This notice inviting tender, shall form a part of the contract document. The successful Tenderer / Contractor, on acceptance of his tender by the Accepting Authority, shall within 7 days from the stipulated date of start of the work, sign the contract consisting of:-
 - a. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading to thereto.
 - b. Standard PWD-7 i.e. General condition of contract **GCC CPWD Maintenance work 2023** read with amendments and correction slips issued upto last date of uploading the technical bid.
19. The contractor shall quote his rates keeping in mind the specifications; terms & conditions, particular specifications and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified. If the tenderer does not quote the rate for any item, leaving the space blank, whatsoever, it will be presumed that the tenderer has loaded the cost of this/ these item(s) on other item(s), and he will execute this /these items at zero cost, and the tender will be evaluated accordingly
20. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any are liable to be rejected.
21. In case of any difference / ambiguity between English & Hindi versions, English version shall prevail.
22. The department shall deduct Income Tax on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
23. The department shall deduct Labour CESS @1% on the value of work done from each bill of the contractor as per prevailing Government instructions/orders. In lieu, the department shall issue a certificate of deduction of the tax at source to the contractor, in relevant form.
24. In the tender document, the word "CPWD" shall include "PWD (GNCTD)" wherever exists.

**Executive Engineer,
Civil Road Maintenance Division SW Road-I,
PWD (GNCTD), Brar Square,
New Delhi.**

FORM OF PERFORMANCE SECURITY (GUARANTEE)
BANK GRARANTEE BOND

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....*.....and*..... (Hereinafter called "the said Contractor(s)") for the work*..... (hereafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.*..... (Rupees.....*.....only) as a security/guarantee from the contractor(s) for compliance of this obligations in accordance with the terms and conditions in the said agreement.

- 1) We*.....(hereinafter referred to as "the Bank") here by (indicate the name of the Bank)
Undertake to pay to the Government in amount not exceeding
Rs*..... (Rupees.....*.....)
- 2) We*.....do hereby undertake to pay the amounts due and payable (indicate the name of the Bank)
Under this Guarantee without any demure, 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(s). Any such demand made on the Bank shall be conclusive as regards the amount due 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, the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this preset being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
- 4) We*.....further agree that the guarantee herein contained (indicate the name of the Bank)
shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
- 5) We.....*.....further agree with the Government that (indicate the name of the Bank)
the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) 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 (s) 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(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6) This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

- 7) We.....*.....lastly undertake not to revoke this
(indicate the name of the Bank)
guarantee except with the previous consent of the Government in writing.
- 8) This guarantee shall be valid upto ____*_____. Unless extended on demand by
Government. Notwithstanding anything mentioned above, our liability against this guarantee is
restricted to Rs. ____*_____(Rs. ____*_____only) and unless a claim in
writing is lodged with us within six months of the date of expiry or the extended date of expiry of
this guarantee all our liabilities under this guarantee shall stand discharged.
Dated the ____*____ day of ____*_____ for ____*_____ (indicate the name
of bank)

AFFIDAVIT

I/ We have submitted a bank guarantee for the work

(Name of work)

Agreement No. _____ dated _____ from

(Name of the Bank with full address)

to the Executive Engineer _____ with a view to seek exemption from payment of security deposit/performance guarantee in cash. This bank guarantee expires on _____. I/We undertake to keep the validity of the bank guarantee intact by getting it extended from time to time at my/our initiative upto a period of _____ months after the recorded date of completion of the work or as directed by the Engineer-in-Charge.

I/We also indemnify the Government against any losses arising out of non-encashment of the bank guarantee, if any.

Note: The affidavit is to be given by the executants before a first class Magistrate.

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

CONDITION FOR SECURITY DEPOSIT & PERFORMANCE GUARANTEE

- 1) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% of the Estimated cost put to tender (ECPT) or Contract Amount whichever is higher + APG in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/ or without prejudice to any other provisions in the contract) within 7 days of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge upto a maximum period of 3 days with late fees @ 0.1% per day of performance guarantee amount on written request of the contractor stating the reason for delays in procuring the Bank Guarantee to the satisfaction of the Engineer-in-Charge.

This guarantee shall be in the form of Govt. securities or fixed deposit receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto. In case a fixed deposit receipt of any Scheduled Bank is furnished by the contractor the Govt. as part of the performance guarantee & the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to make good the deficit.

- 2) A letter of acceptance shall be issued informing the successful tenderer of the decision of the competent authority to accept his tender and to submit the Performance Guarantee within 7 days in any of the prescribed form. On receipt of prescribed performance guarantee, necessary letter to commence the work shall be issued and site of work shall be handed over thereafter. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.
- 3) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. **However, in case of contracts involving maintenance of building and services / any other work, 2.5% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately.**
- 4) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/ or without prejudice to any other provisions in the contract agreement) in the event of :-
- (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
- (b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the clauses/ conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.

In the event of the contract being determined or rescinded under provision of any of the clause/ condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the President of India.

FORM 'A'
FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

	Years				
	2020 - 2021	2021- 2022	2022- 2023	2023- 2024	2024- 2025
(i) Gross annual turnover on construction / maintenance works					
Profit /loss after tax					

- (ii) Net-worth certificate issued by the certified Chartered Accountant (On the format prescribed in Form B)

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

FORM – B
FORM FOR CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s Registered Address as on (The relevant date) is Rs. after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (The relevant date).”

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

Date and Seal

FORM "B1"

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

To,
Executive Engineer,
Civil Road Maintenance Division
South-West Road-I, PWD (GNCTD),
Brar Square, New Delhi

This is to certify that to the best of our knowledge and information that M/s. / Sh.....having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:-

- (1) Bankers certificates should be on letter head of the Bank and should be addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

FORM 'C'

**DETAILS OF ALL WORKS OF SIMILAR-CLASS COMPLETED DURING THE
LAST SEVEN YEARS**

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration cases pending / in progress with details *	Name and address / telephone number of officer to whom reference may be made	Remarks i/c grant of extension of Time with/without levy detail	Whether the work was done on back to back basis (Yes/No)
1	2	3	4	5	6	7	8	9	10	11

* Indicate gross amount claimed and amount awarded by the Arbitrator

SIGNATURE OF BIDDER(S)

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

FORM 'D'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Actual completion cost of work
6. Date of start
7. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
8. Amount of compensation levied for delayed completion, if any
9. Amount of reduced rate items, if any
10. Performance Report
 - (a) Quality of work Outstanding/Very Good/Good/Fair/Poor
 - (b) Financial soundness Outstanding/Very Good/Good/Fair/Poor
 - (c) Technical Proficiency Outstanding/Very Good/Good/Fair/Poor
 - (d) Resourcefulness Outstanding/Very Good/Good/Fair/Poor
 - (e) General Behaviour Outstanding/Very Good/Good/Fair/Poor

Dated: _____ **Executive Engineer or Equivalent**

Note: 1. In case quality of works considered for similar work criteria is either fair or poor, the bidders shall not be considered qualify in satisfactory completion of similar work.

Form-E

Undertaking on Rs. 100/- Non Judicial Stamp Paper.

I/We undertake and confirm that our firm/partnership firm has not been blacklisted and/or debarred by PWD Delhi/CPWD, MoUHA or Ministry of Finance. Further that, if such information comes to the notice of the department, then I/we shall be debarred for bidding in PWD Delhi/CPWD in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Engineer-in-Charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid).

Date _____ **Signature of Agency**

Form-F

Undertaking on Rs. 100/- Non Judicial Stamp Paper.

I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in PWD Delhi/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. (Scanned copy to be uploaded at the time of submission of bid).

Date _____ **Signature of Agency**

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE:- GNCTD
BRANCH:- B & R
ZONE:- SOUTH

CIRCLE: SOUTH-WEST
DIVISION:- SOUTH-WEST RAOD-I, PWD
SUB-DIVISION- I,II,III,IV & V

Percentage Rate Tender & Contract for Works

Tender for the work of:- **A/R & M/O various roads under PWD Division South West Road-I, during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi).**

- (i) To be uploaded on Website by at 15.00 hours.
- (ii) To be opened online in the **Office of Executive Engineer, SWR-I, PWD, (GNCTD) New Delhi at 15:30 hours on**

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 and 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 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 of accordance with, such conditions so far as applicable.

I/We agree to keep the Tender open for **Thirty Days(30) days** from the due date of its opening of submission thereof and not to make any modifications in its terms and conditions. A sum of **Rs. 2,14,549/-** is hereby forwarded in receipt **Banker's Cheque, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Bank Guarantee, Insurance Surety Bonds from any of the commercial bank** as earnest money **in favour of Executive Engineer PWD M-113(N), New Delhi**. A copy of earnest money in receipt **Banker's Cheque, Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Bank Guarantee, Insurance Surety Bonds from any of the commercial bank**

A copy of earnest money in receipt treasury challan/deposit at cal receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded**. If I / We fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/We agree the President of India or the successors or the successors in office shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the bids document upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

***(to be filled by EE)**

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

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 bidding in CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposited/Performance Guarantee.

I/We hereby declare that I/we shall treat the bids 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 **

Witness:- **

Address:- **

Occupation:- **

Signature of Contractor **

Postal Address:- **

Telephone No. **

Fax:- **

E-Mail:- **

**** (to be filled by Contractor)**

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 letter referred to below shall form part of this agreement:-

- a)  _____*
- b) _____*
- c) _____*

For & on behalf of the President of India

Signature.....*.....

**Executive Engineer,
SWR-I, PWD,
(GNCTD), New Delhi**

Dated*.....

*** (to be filled by EE)**

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of Quantities (Enclosed) As per attached from **Page No.79**

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No.	Description of item.	Quantity.	Rate 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

S.NO.	DESCRIPTION.	HIRE CHARGES PER DAY	PLACE OF ISSUE
		----- NIL -----	

SCHEDULE 'D'

- (i) Extra schedule for specific requirements/documents for the work, if any. – Nil-
- (ii) Salient requirement for the tender, General Specification, General Condition, Special Condition for Civil Work, Additoinal Condition, Special Condition, Special Condition for submitting Final Bill, Particular Specification, Special conditions for cement & steel, Testing of Material, List of Approved make for Civil Work, GCC Condition :- As per tender document attached

SCHEDULE 'E'

Reference to General Condition of Contract:- General conditions of contract for CPWD works-2023 with amendments issued upto the date of receipt of tender.

Name of Work:-	A/R & M/O various roads under PWD Division South West Road-I,during- 2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV&V New Delhi).
(i) Estimated cost of work	Rs. 1,07,27,462/-
(ii) Earnest Money	Rs.2,14,549/- (To be returned after receiving Performance Guarantee)
(iii) Performance Guarantee	i.) 5% of the Estimated cost put to tender (ECPT) or Contract Amount whichever is higher + APG
(iv) Additional Performance Guarantee	(ii.) Amount equivalent to the difference between 80% amount and quoted amount. [E.G. (0.8A – quoted Amount) where A = ECPT]. (as per Circular no. F.No. dspwd-2/E-343137/1895-1901 issued by the Deputy Secretary PWD, PWD Secretariat dated 20.05.2026).

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

(v) Security Deposit :- **2.5% of the tendered value**

Labour regulations to be complied by the contractor. :- **As Per Clause-19**

SCHEDULE 'F'

General Rules & Directions :-]
Officer Inviting Tender Executive Engineer, SWR-I, PWD, (GNCTD), New Delhi.

Maximum percentage for quantity of items of works to be executed beyond which rates are to be determined in accordance with Clause 12.2 & 12.3. See Below
Definitions:

Engineer-in-Charge **Executive Engineer, SWR-I, PWD,**

Accepting Authority **Executive Engineer, SWR-I, PWD**

Percentage on cost of materials and labour to cover all overheads and profits. **15%**

Standard Schedule of Rates ***As per Delhi Govt. Order with correction slips issued upto the last date prescribed for submission of tender.***

Department **PWD, (GNCTD).**

Standard CPWD contract Form **CPWD form 7– GCC2023 (Maintenance works),** as modified and corrected up to date of issue of Tender.

Clause 1

i) Time allowed for submission of performance guarantee 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 in days. 07 days

ii) Maximum allowable extension with late fee @ 0.1% per day of performance Guarantee amount beyond the period provided in (i) above 03 days

Clause 2

Authority for fixing compensation under clause 2. **Superintending Engineer, SOUTH-WEST, PWD (GNCTD)**

Clause 2 A

Whether clause 2A shall applicable.

Not Applicable

Clause 5

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

07 Days.

Authority to give fair and reasonable extension of time for completion of work.

Executive Engineer, SWR-I, PWD

MILE STONE(s) as per table given below:

S. No.	Description of Milestone (Physical)	Time Allowed (from date of start)	Amount to be with held in case of non achievement of mile stone
		-----NIL-----	

Time allowed for execution of work	<u>6 Months</u>
Authority to convey the decision of shifting of milestone and extension of time.	Executive Engineer, South West Road Division-1, (M-113(N)), PWD, (GNCTD), Brar Square, New Delhi-110010.
Authority to decide rescheduling of mile stones and extension of time.	Superintending Engineer, South West Maint. Circle, (PWD) New Delhi or successor thereof
Shifting of date of start in case of delay in handing over of site	Superintending Engineer, South West Maint. Circle, (PWD) New Delhi or successor thereof

Clause 6 Clause applicable 6 or 6A

Clause-6A(Computerized measurement to be submitted by agency)

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.

Rs.17.00 lacs

Clause 7A

Whether Clause 7A shall be applicable

Yes, No running Account bill shall be paid for the work till the applicable labour licenses, registrations with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-charge.

Clause 10 A

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

As per site requirement to execute the work

Clause 10 B (ii)

Whether clause 10 B (ii) shall be applicable

Not applicable

Clause 10 C

Applicable.(Component of labour expressed as percent of value of work is 85%)

Clause 10CA

Not applicable

Materials covered under this clause	Nearest Materials (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 10 CA *	
		Base price (in Rs.) per MT	Corresponding period

Clause 10 CC

Schedule of component of Cements, Steel other Materials, Labour etc for price escalation-

Component of cement _____ 'Xc' %

expressed as per cent of total value of work.

Component of steel _____ 'Xs' %

expressed as per cent of total value of work

Component of Civil (except cement & steel)

Electrical construction material expressed as

Percent of total value of work _____ 'Xm' %

Component of labour expressed as percent of

Total value of work _____ 'Y' %

Component of P.O.L. _____ 'Z' %

Applicable expressed as per cent of total value of work.

Not applicable

Clause 11

Specifications to be followed for execution of work

CPWD specifications 2019 (Vol.-I & II) with upto date correction slips till the date of receipt of tender and MORTH specification for roads and bridges 2001(4rth edition).

Clause 12:-

Type of Work

Maintenance work.

{ Completion cost shall not be exceed 1.10 times of contract amount }

12.2 & 12.3 Deviation limit beyond which clauses 12.2 & 12.3

No Limit

12.5 Deviation limit beyond which clauses 12.2 & 12.3

No Limit

Clause 16

Competent Authority for deciding reduced rates.

Superintending Engineer, SOUTH-WEST, PWD

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

Clause 18

List of mandatory machinery, tools & plant to be:- **As required to execute various items of the work to be arrange by deployed by the contractor at site the agency.**

Clause-19 C : Executive Engineer , PWD, Division SWR-I (M-113)
(N) (GNCTD) New Delhi

Clause-19D :Executive Engineer , PWD, Division SWR-I (M-113)
(N) (GNCTD) New Delhi

Clause-19G :Executive Engineer , PWD, Division SWR-I (M-113)
(N) (GNCTD) New Delhi

Clause-19K :Executive Engineer , PWD, Division SWR-I (M-113)
(N) (GNCTD) New Delhi

Clause 25
Deleted
(Note :- As per Spl. Secretary (PWD) office order No.F.10(31)/2023/PWD-I/Court Matters/4309-17 dt.21/04/2025 “Any disputes arising between the parties to this agreement/Contract shall be subject to the exclusive jurisdiction of Courts in Delhi Only”)

Clause 32(i)

“Requirement of Technical Representative(s) and Recovery Rate”

“Requirement of Technical Representative(s) and Recovery Rate”							
S.No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal Technical/ Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of Clause 36(i)	
						Figure	Words
1.	NIL						

Clause 38

i) Schedule/ statement for determining. Theoretical quantity of cement & bitumen **N.A**

ii) Variations permissible on theoretical quantities.

a) Bitumen of specified grade **NA**

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

b) Cement (OPC) Gd. 43	NA
c) steel reinforcement	NA
d) All other materials	NA

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor.	
		Excess beyond Permissible Variation	Less used upto the permissible variation
1	2	3	4
	NIL.....		

SALIENT REQUIREMENT FOR THE TENDER

1. The tenderer should read all the instructions, terms & conditions, contract clauses, nomenclature of items, specifications etc., contained in the tender document very carefully, before quoting the rates. The tender should also read the general conditions of contract for CPWD works 2023 amended upto date which will form a part of the agreement with upto date correction slips.
2. Tender should be signed and witnessed on required pages of tender document indicating full address of witnesses and the names of signatories.
3. In the event of the tender being submitted by a firm, it must signed separately by each partner thereof in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney should be produced with the tender and it must be disclosed that the firm is duly registered under the Indian partnership act, 1952.
4. The contractor shall quote his rates keeping in mind the specifications, terms & conditions, additional and special conditions etc. and nothing shall be payable extra whatsoever unless otherwise specified.
5. The contractor(s) shall quote all-inclusive rates against the items in the schedule of quantities and nothing extra shall be payable for any of the conditions and specifications mentioned in the tender documents unless specifically specified otherwise.
6. Unless otherwise specified in the schedule of quantities the rates for all items shall be considered as inclusive of pumping / balling out water, if necessary, for which no extra payment shall be made. These conditions shall be considered to include water from any source such as rain, flood, surface and sub-soil water etc. and shall apply to the execution in any season.
7. The contractor has to use specialized agency for specialized items of work such as water proofing treatment and pile work etc., the Contractor(s) shall submit for the approval of the Engineer-in-charge, the names of such specialized agencies, of reputed along with their technical capability proposed to be engaged by him.
8. Approval of specialized agencies for each specialized work shall be obtained from the Engineer-in-charge with in one month of award of work. Even if, such specialized agencies. The work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed etc. shall continue to be that of the tenderer only.
9. The agencies shall get registered with works contract cell of Sales Tax Department, Government of NCTD Delhi and submit valid registration certificate from works contract. Failure to do so may lead to rejection of tender.
10. 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.
11. The contractor(s) shall get himself acquainted with nature and extent of the work satisfy himself about the availability of materials from kiln or approved quarries for Collection and conveyance of materials required for construction.

12. HOUSING, WATER SUPPLY, DRAINAGE AND ELECTRICITY – The contractor shall not be allowed to construct labour huts at the site of work. The contractor has to make his own arrangements for electric connection, housing stores and field offices etc. including drainage arrangements. Contractor should visit the site and see in what manner he is able to arrange the above. Arrangement of water for drinking purpose in addition to the water required for construction work is also to be made by the contractor. For electric connection, the contractor shall necessary connection as per requirement from NDPLBSES/NDMC and the contractor shall be authorized to use the same for execution or work. The department shall provide necessary help for obtaining electric connection. The decision of the Engineer-in-charge shall be final and binding on the contractor.
13. If any ambiguity is found in any of the items mentioned in the schedule of quantity then the contractor should quote considering complete item including cost of missing components in the schedule of quantity, nothing extra shall be payable on that account to the contractor and complete item shall be determined by the Engineer-in-charge.
14. The Estimated Cost put to tender is base on the rates DSR 2023. The contractor has to quote their rates on the estimated cost put to tender so arrived.

GENERAL SPECIFICATIONS

- 1 The work, in general, shall be executed as per the description of item, specifications attached, CPWD specifications 2019 Vol-I & II with correction slips up to the date of receipt of tender and MORTH Specifications for Roads & Bridge works (Fourth Revision) –2001.
- 2 Any additional standard specifications or criteria published by the IRC/BIS or other foreign standard and in practice on the date of receipt of tenders shall also be taken into account. In the absence of any definite provisions on any particular issue in the above mentioned specifications, the design and construction shall be in conformity with the Sound Engineering Practice and in all such matters the decision of the Engineer-in-Charge shall be final and binding on the contractor and nothing shall be paid extra.

In case of any discrepancy or contradiction amongst the specified standards the following order of preferences shall generally prevail.

- i. Nomenclature of items etc given in Schedule of Quantities.
- ii. Particular Specifications, and additional conditions if any.
- iii. Drawings attached with the tender.
- iv. MORTH Specifications for Roads and Bridge Works (Fourth revision, 2001) published by IRC.
- v. CPWD specifications, 2019 Vol-I & II with up-to-date correction slips.
- vi. All relevant IS Codes with the latest revisions.
- vii. Foreign standards, such as BS, AASHTO, CEB-FIP etc. and accepted international practice as approved by Engineer-in-Charge.
- viii. Sound Engineering Practice as per directions of the Engineer- in-Charge.

If there are varying or conflicting provisions made in any document forming part of the contract, the Engineer-in-Charge shall be the deciding authority with regard to the Intention / interpretation of the document and his decision shall be binding without any reservations.

3. The contractor shall ensure quality control measures on different aspects of construction materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of the work. The quality assurance programme should include method statement for various items of work to be executed alongwith check lists to enforce quality control.
 - 3.1 The contractor shall submit brand/make of various materials to be used for the approval of the Engineer-in-Charge along with samples and once approved, he shall stick to it.
 - 3.2 The contractor shall submit shop drawings of staging and formwork arrangement etc. for the approval of Engineer-in-Charge. The contractor shall also submit bar bending schedule for approval of Engineer-in- Charge before execution.
 - 3.3 The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Engineer- in-Charge before he proceeds with the use of same for execution of works. If the tube well water is not suitable, the contractor shall arrange Municipal water at his own cost and nothing extra shall be paid to the contractor on this account. Water charges shall not be recovered in case arrangement of water is made at his own by the contractor.
 - 3.4 Wherever any reference to any Indian Standard Specifications and other relevant codes occur in the documents relating to this contract same shall be inclusive of all amendments issued thereto or revision thereof, if any, upto date of receipt of the tender.

- 3.5 All the drawings shall at all times be properly correlated by the contractor before executing the work and no claim what so ever shall be entertained for failing to do *so*. In case of any discrepancy in the specifications, schedule of quantity and drawings, the decision of the Engineer-in-charge shall be final, conclusive and binding on the contractor.
- 3.6 Rates for the items are inclusive of all labour, materials, T&P , incidental charges, contractors profit and overheads etc. unless, otherwise, specified. The contractors shall quote the rates accordingly).
- 4.0 The contractor shall be required to get necessary tests carried out on materials from CDO lab, CPWD (minimum 10% of test required or as maximum as possible), Delhi College of Engineering, Delhi/ CRRI/IIT Delhi/IIT Roorkee/ Shri Ram Test House or any other lab approved by the Engineer-in-charge. The testing charges shall be borne by the contractor him. The sample of carrying out all or part of the tests shall be collected by the Engineer-in-charge or on behalf of officer-in-charge of the quality assurance wing of Central Design organization, CPWD and his authorized sub-ordinate or by the officer-in-charge of PWD, (DA) Lab, his authorized sub-ordinate and authorized representative of Delhi College of Engineering, Delhi for carrying out the independent quality assessment / control test and the results will be binding on the contractor. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case he or his authorized representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding of the contractor.
- 4.1 The contractor shall get the water tested with regard to its suitability for use in the works and get written approval from the Engineer-in-Charge before he proceeds with the use of same for execution of works and the testing charges will be borne by the contractor.

GENERAL CONDITIONS

1.0 The construction works comprises as under:-

- (a) The contractor(s) shall submit a detailed program of execution of work showing civil activities distinctly alongwith Bar-Chart and PERT Chart within two weeks from the date of award of work. The Bar Chart and PERT Chart will be arranged on M.S. Project' 98. The progress charts shall be submitted each month including the revision in programs, if any, separately for all blocks.
- (b) The contractor shall make his own arrangements for electricity required for the execution of the work and nothing extra shall be paid for the same. However, for electrical connection, Engineer-In-Charge shall recommend the application to concerned local authorities. Necessary payment shall be made by the contractor directly to the department concerned. In case the authorities fail to sanction the electric connection or delay the sanction of electric connection, the contractor shall make his own arrangements by providing diesel generators of adequate capacity at his own cost.
- (c) Water will be provided at site by the deptt. if available, for which 1% of tender amount shall be recovered in each running bill proportionally. Water arranged by contractor should be periodically tested as per CPWD specification and it should be fit for human consumption.
- (d) All the material including cement, steel (T.M.T. Bars) and structural steel will be arranged by the contractor himself.
- (e) The contractor shall pump the concrete wherever necessary to expedite the progress of work. Nothing extra shall be paid on this account.
- (f) The contractor shall quote his rate against item in appropriate place in figure and words. Rate quoted / written at any other place will not be considered.

2.0 Samples of Material:-

Sample of materials, fittings and other articles required for execution of work shall be got approved from the Engineer-in-Charge before use in the work. The quantity of samples brought by the contractor shall be judged by standards laid down in the relevant BIS specifications.

- i) 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 item of work in Schedule of Quantity, the same shall be used after getting the same approved from Engineer-In-Charge. Wherever brand / quality of materials is not specified in the item of work, the contractor shall submit the samples as per suggestive list of brand names given in the tender document / particular specifications for approval of Engineer-in-Charge. For all other items, materials and fittings carrying BIS Mark shall be used with the approval of Engineer-in-Charge. Wherever BIS Marked material / fittings are not available, the contractor shall submit samples of materials / fitting manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval of Engineer-In-Charge. 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.
- ii) 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.
- iii) BIS marked materials except otherwise specified shall be subjected to quality test besides testing of other materials as per the specifications described for the item / material. Wherever BIS marked materials are brought to the site of work, the contractor shall furnish manufacturer's test certificate or test certificate or test certificate from approved testing

laboratory 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.

- iv) BIS marked items (except cement & steel) required on the work shall be got tested. Only important tests, which govern the quality of the product, shall be carried out. The frequency of such tests shall be 25% of the frequency specified in the CPWD Specifications 2019 Vol I to II with up to date correction slips. For certain items, if frequency of tests is not mentioned in the CPWD Specifications then relevant IS code shall be followed and tests shall be carried out @25% of the frequency specified therein.

3.0 Samples for Testing:-

- 3.1 The contractor shall provide samples of material required for testing free of charge. The cost of tests shall be borne by the contractor. All other expenditure required to be incurred for taking samples; conveyance, packing etc. shall be borne by the contractor himself.
- 3.2 However, if any load testing or special testing is to be done for concrete whose strength is doubtful, the cost of the same shall be borne by the contractor.
- 3.3 All necessary tests as per the NIT/CPWD specifications / relevant BIS codes shall be carried out on all the materials whether ISI marked or otherwise. Wherever NIT/CPWD specifications / relevant BIS codes do not specify the frequency of tests, the same shall be carried out as per the directions of the Engineer-in-Charge. Nothing extra whatsoever shall be payable on this account.
- 3.4 Testing at Manufacturer's place – All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Engineer-in-Charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-Charge. The charges for such testing shall be borne by the contractor.
- 3.5 The contractor has to establish field laboratory at site including all necessary equipment (conforming to BIS) as per Annexure attached and skilled manpower for field tests at his own cost.
- 3.6 Testing of the construction materials will be done as per the following priority.
- 1) CPWD Testing Lab.
 - 2) IIT Delhi / Delhi Collage of Engineering
 - 3) Shri Ram Test Centre / Any Govt. / State undertaking Lab.
 - 4) PUSA Polytechnic

4.0 Quality Assurance:-

- 4.1 The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance program within two weeks of the award of the work. The quality assurance program should include method statement for various items of work to be executed along with check lists to enforce quality control.
- 4.2 The contractor shall get the source of various raw materials namely aggregate, cement, sand, steel, water etc. to be used on the work, approved from the Engineer-in-Charge and trial mixes for controlled concrete shall be done using the approved materials. 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.
- 4.3 Lists of approved makes and brands of materials for civil works and sanitary works are annexed hereto. Makes and brands of Materials specified therein shall only be used on the work. The contractor shall submit brand / make of various materials to be used for the approval of the Engineer-in-Charge alongwith sample.
- 4.4 The contractor shall submit shop drawings of staging and shuttering arrangement for approval of Engineer-in-Charge. The contractor shall also submit bar bending schedule for approval of Engineer-in-Charge before execution.

- 5.0 All material shall be brought at site as per program finalized with the Engineer-in-Charge. Any pre-delivery of the material, not required for immediate consumption shall not be accepted and thus not paid for.
- 6.0 Except for the items, for which particular specifications are given or where it is specifically mentioned otherwise in the description of the items in the schedule of quantities, the work shall generally be carried out in accordance with the “CPWD Specifications 2019 Vol I to II with up to date correction slips (Hereinafter to be referred to as CPWD Specifications) and instructions of Engineer-in-Charge. Wherever CPWD Specifications are silent, the latest IS Codes / Specifications shall be followed.
- 7.0 A reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standard, upto last date of receipt of tenders. **The contractor shall keep at his own cost all such publications of relevant Indian Standard Codes and IRC Codes applicable to the work at site.**
- 8.0 Sample including brand / quality of materials and fittings to be used in the work 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.
- 9.0 Unless otherwise specified in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all lifts & all heights, floors including terrace, leads and depths and **nothing extra shall be payable on this account.**
- 10.0 The rates for all items of work shall, unless clearly specified otherwise, include cost of all labour, material, tools and plants and other inputs involved in the execution of the item and **nothing extra shall be payable on this account.**
- 11.0 The contractor(s) shall quote all inclusive rates against the items in the schedule of quantities and **nothing extra shall be payable for any of the conditions and specifications** mentioned in the tender documents unless specifically specified otherwise.
- 12.0 Unless otherwise specified in the schedule of quantities, the rates for all items, shall be considered as inclusive of pumping / bailing out water, wherever necessary for which **no extra payment shall be made.**
- 13.0 The rate for all items, in which the use of cement is involved, is inclusive of charges for curing.
- 14.0 The foundation trenches shall be kept free from water while works below ground level are in progress.
- 15.0 The work shall be executed and measured as per metric dimensions given in the schedule of quantities, drawings etc. (FPS units wherever indicated are for guidelines only).
- 16.0 Payment for items of “RCC work”, brick work and concrete work above different floor shall be made at the rates provided for these items. For operation of these rates, the floor level shall be considered as top of the main structural slab in that floor viz. Top of RCC slab in main room and not top of any sunk or depressed floor for toilet slabs.
- 17.0 The rate of items of flooring is inclusive of providing sunk flooring in bathrooms, kitchen, etc. and nothing extra on this account shall be payable.
- 18.0 Any legal or financial implications resulting out of disposal of earth shall be sole responsibility of the contractor. **Nothing extra shall be paid on this account.**
- 19.0 The work should be planned in a systematic and coordinate manner with other agencies working in the building so that chase cuttings in the walls, ceilings and floors are minimized. Chase for G.I. Pipes, Electrical conduits, shall be cut by using electrically operated chase cutting machines. Chases will not be allowed to be cut using hammer / chisel. The electrical boxes should be fixed in walls simultaneously while raising the brick work. Similarly openings required for Air-conditioning work shall be left as required. Nothing extra shall be paid on this account. The contractor shall ensure proper co-ordination of various disciplines viz. sanitary & water supply, electrical, fire-fighting and any other services.

- 20.0** All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions before covering.
- 21.0** The contractor shall indemnify the Govt. against any claims or obligations arising out of any damage to adjacent property, structure or to building work done by him.
- 22.0 Licenses**
- 22.1** The contractor shall pay to the municipal, police or other authorities all the fees etc. if required for execution of work, obtain requisite licenses for temporary constructions, enclosures, and pay all fees, taxes and charges which shall be livable on account of their observations in executions of the contract. No extra claim will be entertained on this account. However, department shall provide necessary assistance by way of forwarding the applications of the contractor.
- 22.2** All license fees, royalty charges shall be paid by the contractor direct to the authorities concerned. **No extra claim will be entertained on this account.**
- 23.0** In case services are encountered during excavation / earth work and such services are required to be shifted, the contractor is bound to carryout the shifting operation as per guidance / instructions and with the approval of the Engineer-in-Charge. However, necessary payments shall be made in this regard as per provision of the agreement.
- 24.0** Many other agencies would be executing work simultaneously at site. The contractor shall maintain proper co-ordination with other agencies in maintaining progress of work. In case of any dispute, the decision of the Engineer-in-Charge shall be final and binding.
- 25.0** The contractor shall be required to comply with the provisions of Delhi labour welfare fund notified by the Delhi Govt. on 13.07.04 as per which if the contractor employs directly or through other persons, five or more than five persons on any working day during the preceding 6 Months, owes a statutory obligation to deposit:-
1. Fines realized from employees.
 2. Unpaid accumulations.
 3. Contribution of employees @75 paisa per employee, per six months.
 4. Contribution of employer Rs.2.25 per employee, per six months.
- As per the provision of the above said Act. All employees are covered, except managerial and supervisory staff drawing as wages Rs.2,500/- per month or more, engaged in different establishments and if any employer fails to deposit the amount payable under the provisions of the said Act., penal interest would be charged @1% P.M. for first three months and thereafter penal interest would be charged @1.5% P.M. and the arrears are recoverable as arrears of "Land Revenue".
- 26.0** The contractor shall have to make his own arrangement for housing facility for staff and labour away from construction site and shall have to transport the labour to and fro between construction site and labour camp at site own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for Chowkidars and Storekeeper. The decision about how many huts can be allowed for Chowkidars and Storekeeper at project site shall rest with the Engineer-in-Charge and the contractor shall have no claim on this account.
- 27.0** Labour cess @1% of the gross value of the work done will be deducted from each running & final bill as per Govt. of Delhi notification.
- 28.0** Contractor should provide at site suitable space as per Direction of Engineer in charge with two tables and four chair alongwith one Almirah for Engineer for effective quality of work and one separate room for testing of field tests.
- 29.0 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 samples 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 tests if 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.

30.0 Submission of copy of all test registers, Material at site register and hindrance register along with each alternate Running Account Bill and Final Bill shall be mandatory. These registers should be duly checked by AE (P) in division office and receipts of registers should also be acknowledged by Accounts Officer by signing the copies and register to confirm receipt in Division office.

If all the test registers and hindrance register is not submitted along with each alternate R/A Bill & Final Bill, it will be responsibility of EE & AAO that no payment is released to the contractor.

31.0 Maintenance of Material at Site (MAS) Register-

- (i) All the MAS Registers including cement and Steel Registers shall be maintained by Contractor which shall be issued to the contractor by Engineer-in-Charge in the same manner as being issued to CPWD field staff.
- (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.
- (i) 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 then 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.

ADDITIONAL CONDITIONS: -

1. Before tendering, the tenderer shall inspect the site of work and shall fully acquaint himself about the conditions with regard to site, nature of soil, availability of materials suitable location for construction of godowns, stores and labour huts, the extent of leads and lifts involved in the work (over the entire duration of contract) including local conditions, traffic restrictions, obstructions and other conditions, as required for satisfactory execution of the work. His rates should take into consideration all such factors and contingencies. No claim whatsoever shall be entertained by the Department on this account.
2. The contractor must study the specifications & conditions carefully before tendering.
3. Before start of the work, the contractor shall submit the programme of execution of work, get it approved from the Engineer-in-charge and strictly adhere the same for the timely completion of the project work.
4. The contractor shall have to make approaches to the site, if so required and keep them in good condition for transportation of labour and materials as well as inspection of works by the Engineer-in-charge. Nothing extra shall be paid on this account.
5. The work of approach road in the entire stretch shall be completed to safe level in one working season if it lies in the khadir width of the river.
6. The contractor shall at all times, carry out work on the highway in a manner creating minimum interference in the flow of traffic as per direction of Engineer-in-charge.
7. All arrangements for traffic diversion during construction including maintenance of diversion roads shall be considered as incidental to the work and contractor's responsibility and nothing shall be payable to him in this respect. However, if any new diversion road is constructed by the contractor, the same will be paid separately.
8. The work shall be carried out in such a manner so as not to interfere or effect or disturb other works, being executed by other agencies, if any.
9. Any damage done by the contractor to any existing work shall be made good by him at his own cost.
10. The work shall be carried out in the manner complying in all respects with the requirement of relevant bye-laws of the local bodies under the jurisdiction of which the work is to be executed and nothing extra shall be paid on this account.
11. For completing the work in time, the contractor might be required to work in two or more shifts including night shifts and no claim whatsoever shall be entertained on this account, notwithstanding the fact that the contractor will have to pay to the labourers and other staff engaged directly or indirectly on the work according to the provisions of the labour regulation and the agreement entered upon and/or extra amount for any other reason.
12. The contractor shall make his own arrangements for obtaining electric connection(s), if required, and make necessary payment directly to the department concerned and nothing extra shall be payable on this account. The department will however make all reasonable recommendations to the authority concerned in this regard.
13. The contractor or his authorized representative should always be available at the site of work to take instructions from departmental officers, and ensure proper execution of work. No work should be done in the absence of such authorized representative.
14. The structural and other drawings for the work, shall at all times, be properly correlated before executing any work and no claim whatsoever shall be entertained in this respect.
15. The contractor shall maintain in good condition all works executed till the completion of entire work allotted to the contractor.
16. No payment will be made to the contractor for damage caused by rains, or other natural calamities during the execution of works and no such claims on this account will be entertained.
17. Royalty at the prevalent rates and all other incidental expenditure shall have to be paid by the contractor on all the boulders, metal, shingle, earth, sand, bajri, etc. collected by him for the

- execution of the work direct to the concerned Revenue Authority of the State or Central Government. His rates are deemed to include all such expenditure and nothing extra shall be paid.
18. The contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagman, as necessary at either end of the excavation embankment and at such intermediate points as directed by the Engineer-in-charge for the proper identification of construction area. He shall be responsible for all damages and accidents caused due to negligence on his part.
19. The contractor shall provide suitable barricading with suitable painted single row of GI sheets about 3'-0" wide (90 cms) nailed or bolted with wooden poles spaced 2 to 3 metre apart and each pole 1.6 m to 2m long, 8 cm to 10 cm dia. The poles will be embedded in mobile iron pedestal rings suitably framed for giving stable support without hindering the traffic as per direction of the Engineer-in-charge. All management (including watch and ward) of barricades shall be the full responsibility of the contractor. The barricades shall be removed only after completion of the work or part of the work. The contractors rates shall include all above items of work and nothing extra shall be paid to the contractor over and above his quoted rates.
20. The temporary warning lamps shall be installed at all barricades during the hours of darkness and kept lit at all times during these hours.
21. The malba/garbage, removed from the site shall be disposed off by the contractor at any approved MCD dumping ground or suitable place as directed by the Engineer-in-charge.
22. All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the President of India and the same are not to be removed or taken away by the contractor or any other person without special license and consent in writing of the Engineer-in-Charge, but the President of India is not be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
23. The contractor will be responsible to provide deep hand pump tube well at site of work to make potable and safe drinking water to labour engaged in execution of work.
24. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials dewatering and other inputs involved in the execution of the items. If any reason contractor fails to quote his rate for any item provided in the schedule of quantities. It will be assumed that contractor is ready to execute that item at free of cost.
25. Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all inclusive and shall apply to all heights level, depths for all, leads and lifts including overhead charges and contractors profit.
26. The contractor shall construct suitable godown at the site of work for storing the materials safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose and no extra claim whatsoever shall be entertained on this account.
27. The contractor shall bear all incidental charges for cartage, storage and safe custody of materials issued to him by the department.
28. In the tender papers the work "CPWD" shall include PWD (GNCTD) wherever applicable.
29. The contractor shall submit list of works which are in hand (Progress) in the following form:-
- | Name of work | Name & Particulars of Divn. Where work is being executed. | Value of work | Position of works in progress | Remarks |
|--------------|---|---------------|-------------------------------|---------|
|--------------|---|---------------|-------------------------------|---------|
30. The Contractor shall have to mention the details of hot mix plant from where he intends to bring the bituminous mix. The plant including all material to be used in the bituminous mix shall be open to inspection by Engineer-in-Charge or his authorized representative whenever required.
31. Nothing extra shall be paid for cartage of bitumen to the site of work.

32. The work shall be carried out by the contractor on different roads under this division. Before the work is taken up on any particular road, the contractor shall mark various patches to be repaired on the road in paint in consultation with site staff and shall record them in tabular form as below and shall get them authenticated from EE before starting main repair work.

S. No.	Name of Road	RD	Size of Patch	Area of repair

33. The nature of work is such that contractor may have to carry out a part of work amounting to not less than Rs. 50,000/- (Fifty Thousand) or full work on short notice of 48 hours from Engineer-in-Charge in writing on site order book or through special messenger. Failure to comply with the instruction or delay in taking up to the work as per schedule issued by Engineer-in-Charge shall attract penalty clause as mentioned in the agreement. In addition a fine of Rs. 1,000/- per day for each day of default shall be recovered from contractor and decision of Engineer-in-Charge shall be final, binding and not open to arbitration.
34. Existing drain, pipes, cables, overhead wires, sewer lines, water line and similar services encountered in the course of execution of the work shall be protected against the damage by the contractor. The contractors shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
35. The contractor will not have any claim in case of any delay by the Engineer-in-charge in removal of trees or shifting, removing of telegraph, telephone or electric lines (overhead or underground), water and sewer lines and other structure etc. if any, which may come in the way of the work. However, suitable extension of time can be granted to cover such delays.
36. Stipulated material shall be issued for use at site on works, all the items where such materials are required. For factory made products like precast cement tiles, precast hollow concrete block, precast form concrete blocks, precast RCC pipes etc. stipulated shall not be issued.
- i) Tendered rates are inclusive of all taxes and levies payment under the respective statutes. However, pursuant to the constitution (46th amendment) Act 1982, if any further tax or levy is imposed by statute, after the date of receipt of tenders and the contractors there upon necessarily and properly pays such taxes/levies, the contractor shall be reimburse the amount paid, provided such payment, if any, is not in the opinion of Superintending Engineer (whose decision shall be final and binding) attributable to delay in execution of the work within in the control of contractor.
- ii) The contractor shall keep necessary books of account and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Govt. and further shall furnish such other information documents as Engineer-in-charge may require.
- iii) The contractor shall within a period of 30 days of imposition of any further tax or levy in pursuit to the constitution of (46th Amendment) Act 1982, given a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition together with all necessary information relating thereto.
37. Contractor may be required to execute this work under foul position. The decision of the Engineer-in-charge whether the position is foul or not shall be final and binding of the contractor and nothing extra for executing the work in foul position is payable, beyond what is provided in the schedule of quantities.

38. The serviceable material shall be reused in the work, if so desired and unused surplus and serviceable material shall be handed over to Engineer-in-charge as per the direction of Engineer-in-charge.
39. Many other agencies would be executing work simultaneously at site. The contractor shall maintain proper coordination with other agencies to maintain progress of work. In case any dispute the decision of Engineer-in-Charge shall be final and binding. In case of any rehandling of material is required, it shall be done forthwith as per direction of Engineer-in-Charge for which nothing extra would be payable.
40. The work shall be executed and measured as per metric dimension given in the Schedule of Quantity.
41. The day to day receipt and issue accounts of paint shall be maintained by the Junior Engineer-in-charge and signed daily by the contractor or his authorized agent on the following proforma:-

PARTICULARS OF RECEIPT						
Date of receipt	Source of receipt with details, if any	Batch No.	Date of manufacturer	Date of expiry	Quantity received	Progressive total
1	2	3	4	5	6	7

PARTICULARS OF ISSUE						
Date of issue	Quantity issued	Items of work for which issued	Quantity returned at the end of day's work	Net quantity issued	Progressive total	Daily balance in hand
8	9	10	11	12	13	14

PERIODICAL CHECK			
Contractor's initial	Junior Engineer's initial	By Assistant Engineer	By Executive Engineer
15	16	17	18

Special Condition

1. Provision for Labour Camp

The contractor shall have to make his own arrangement for housing facilities for staff and labour away from construction site and shall have to transport the labour to and from between construction site and labour camp at his own cost. No labour huts will be allowed to be constructed at the project site except a few temporary sheds for chowkidars and storekeepers. The decision about how many huts can be allowed for chowkedars and storekeepers at project site shall rest with the Engineer-in-charge and the contractor shall have no claim on this account. **This issues with the approval of DG(W) vide No.CSO/C&M/C37(8)/2005/688 dated 07.07.2006.**

2. Payment of Wages

- (i) ***Minimum Wages due to every worker shall be paid monthly by contractor through Bank of ECS or on online transfer to his bank account.***
- (ii) ***It shall be the duty of the contractor to ensure the disbursement of minimum wages latest by 7th of each month through bank account of each every worker deployed.***
3. **The agency has to submit their bill in division office after every three months and the payment of salary shall be made by the contractor without any interruption to the employees on or before 7th of every month failing which a penalty of Rs. 500 each person per day shall be imposed and will be recovered from their R/A/Final Bill.**
4. **The time allowed for completion of work 6 Months.**
5. **All statutory recoveries will be made from the gross amount of the bill.**
6. **The Contractor shall follow the minimum wages act and contract act as well.**
7. **Contractor will provide residence proof of each deployed person attested by him.**
8. **The payment shall be made as per attendance register maintained by respective offices dully verified by an officer of respective Gazzetted Post.**
9. **The running account bills and final bills for payment shall be processed by AE Sub Division-II along with attendance sheet and shall be submitted in Division office for pass & payment.**
10. **Statutory bonus to workers/employees shall be paid by the agency as per guidelines issued by the Government, which shall be reimbursed to the agency by the department after submission of documentary proof duly paid to the respective workers through electronic mode.**
11. **The Maternity leave salary paid by the contractor will be reimbursed by the department.**
12. **The salary will be payable as per minimum wages decided by Central Govt./State Govt. whichever is higher.**
13. **EPF and ESI paid by the contractor will be reimbursed by the department.**
14. **After increase of DA by the Govt. the contractor shall apply on employees salary with immediate effect.**

SPECIAL CONDITION FOR SUBMITTING FINAL BILL

- 1 All the measurements of all items having financial value shall be entered by the contractor and complied in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department and shall be submitted online within 7 days of the execution of the road work alongwith copy of supporting photographs uploaded on the website.
- 2 The contractor shall submit his final bill to the Executive Engineer within 15 days of completion of work. 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.
- 3 In case he fails to submit the final bill by this time, the bill shall be accepted by the Executive Engineer, only if it is approved by competent authority as per details below depending upon the quantum of delay in submission of final bill –

Sl.No.	Competent Authority to Condone delay in submission of final bill	Time taken in submission of final bill after completion of work that can be condoned by the authority.
1	SE	16-30 days
2	CE	31-45 days
3	Pr CE	46-60 days
4	E-in-C	61-75 days
5	Secretary PWD	76-90 days

- 4 The contractor shall forfeit his claim in case he fails to submit his bill within 90 days after completion of his work.
- 5 Terms & condition for releasing payment of final bill after receipt shall be as per clause 9 of the agreement.

Special conditions to comply directives of Hon'ble National Green Tribunal dated 04.12.2014 & 10.04.2015 and EIA Guidance Manual issue in February 2010.

1. ~~The contractor shall not store/dump construction material or debris on metaled road and shall keep the construction material on the physically demarcated space by the Engineer in-charge to ensure the free flow of traffic or pedestrian.~~
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 vehicles 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 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 compulsory use of wet jet in grinding and stone cutting.~~
9. ~~The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines 2010.~~
10. ~~The contractor shall carry out on Road Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.~~
11. ~~The contractor shall ensure that all DG sets comply emission norms notified by MoEF.~~
12. ~~The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a larger 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.~~
13. ~~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.~~

- ~~14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects.~~
- ~~15. The dismantle material /building rubbish received from dismantling/demolishing shall be dumped to the dumping ground in properly covered truck with precaution. Agency shall submit the hard copy of photograph showing the properly covered truck disposing the dismantles material/building rubbish. Failure of which shall be sternly dealt and a penalty @ Rs.500/- per trip of truck shall be levied and the decision of Engineer in charge shall be final & binding.~~
- ~~16. There shall be no burning of leaves, plastic etc. at construction site.~~
- ~~17. No hot mixing shall be allowed on the road side during the construction and repair work of road. The agency will ensure that coaltar/bitumen and /or ashalt mix are brought in molten conditions only and to melt the same at site will not be allowed.~~
- ~~18. Any clearance/permission, if required from National Green Tribunal (NGT), then the same shall be obtained by the contractor and nothing extra shall be paid on this account.~~

SPECIAL CONDITION FOR PREVENTION AND CONTROL OF VECTOR BORNE DISEASE

To prevent spread of vector borne disease, following conditions shall be complied by contractor at the site of work. Nothing extra shall be paid to agency in this regard.

1. ~~Stagnant water gives perfect habitat to mosquito breeding; hence the contractor shall ensure following points on site to prevent water stagnation at site.~~
 - a) ~~Surface of site shall be properly levelled.~~
 - b) ~~Water containers/storages at site shall be properly covered.~~
 - e) ~~There shall be no plastic waste material like broken container, tyre, water bottles in open.~~
 - d) ~~Proper hygiene shall be maintained at site.~~
2. ~~Contractor will ensure sprinkling of mosquito repellent chemical on site at a regular interval as decided by engineer in charge, failing which contractor will be liable to pay compensation @ Rs.1000/- for each default.~~
3. ~~The contractor will clear off stagnant water from site within 24 hours of reporting, failing which contractor will be liable to pay compensation @ Rs. 5000/- per day.~~
4. ~~In case any penalty is imposed by the local bodies on the PWD(GNCTD) for violation of any norm of prevention and control of vector borne diseases at work site same will be recovered from the contractor.~~

**GOVERNMENT OF NCT OF DELHI
PUBLIC WORKS DEPARTMENT
5TH LEVEL "B" WING
DELHI SECRETARIAT, NEW DELHI**

No.F.10(9)/PWD-1/Biometric(C)/ 2017/4271-72- Dated: 24/03/17

To,
✓ The Engineer-in-Chief,
Public Works Department
Govt. of NCT of Delhi
M90 Building
IP Estate
New Delhi-110002

Handwritten notes:
A circular to all...
20/03/17
24/03/17

Sub: Regarding leave entitlement and payment issues of contractual labour/staff.

Sir,

I am directed to enclose herewith the copy of the Chapter 07 of Delhi Shops and Establishment Act & Rules alongwith Allied Labour Laws 2016 regarding entitlement of certain privilege and casual/sick leave besides the weekly close day and other holidays.

It is informed that as per the enclosure every contractual employee is entitled to:-

1. at least 05 days privilege leave with pay after every 04 months of continuous employment or 15 days privilege leave with pay after one year and the leaves if not availed can be accumulated upto 3 years.
2. at least 01 casual or sick leave with pay, after every month of continuous employment or 12 casual/sick leaves with pay, after one year and these leaves cannot be accumulated beyond one year.

Further, it also informed that the contractual staff/labour is facing problems in getting the salary on time.

Therefore, you are requested to take appropriate action and ensure that the contractual labour/staff is granted leave as per rule and their salary is provided by 7th of every month positively.

Yours faithfully,
(Signature)
(L.R. MEENA)
Deputy Secretary (PWD)
Dated: 24/03/17

Encl: as above.

No.F.10(9)/PWD-1/Biometric(C)/ 2017/4271-72
Copy to:-
1. Executive Engineer(E), PWD, M-253, Delhi Secretariat, Payers Building, Delhi-110003 with the request to take action on the matters

(Signature)
(L.R. MEENA)
Deputy Secretary (PWD)

No. of Insertions - NIL

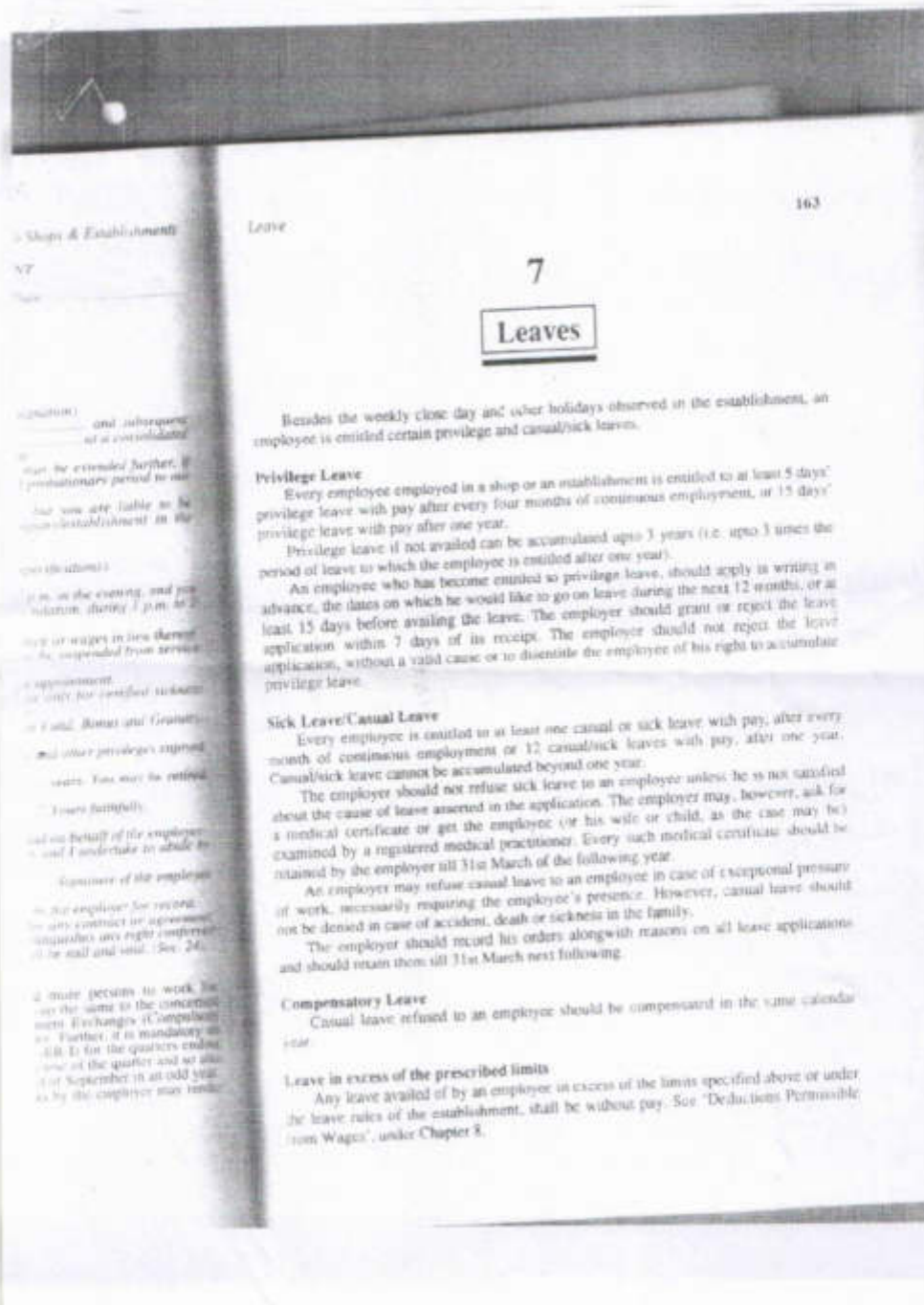
AE (P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
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EE(P)



Corrections - NIL
No. of Omissions - NIL
No. of Insertions - NIL

AE (P)



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DG/SE/CM/CON/Misc./02

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 16.03.2016

Sub: Draft Special Conditions for NIT to comply directives of Hon'ble National Green Tribunal dt. 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010

The guidelines have been issued by SE(TLC), CPWD vide OMs dt. 23.12.2014 and 01.06.2015 on the subject matter is pursuance of orders passed by Hon'ble National Green Tribunal. The Director(Tech & PR) has also issued directives on Air Pollution from construction and demolition activity. These guidelines should be made part of NIT as special conditions and agreement items. The same are summarized as under:-

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 vehicles 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 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 relating 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 compulsory use of wet jet in grinding and stone cutting.

CON/Misc./02

Page 1

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NIL
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9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. 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.
13. 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.
14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

Conditions to be included as Agreement item.

1. 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.
The NIT approving authority shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.
2. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.
Based on the cost benefit ratio analysis, the NIT approving authority shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.
3. The NIT approving authority shall take lead of C&D waste from construction site to C&D waste site in the scheduled of item.


Superintending Engineer (C&M)

Issued from file no. CSQ/CM/ 17(1)/2016

Copy to:

- (1) All Spl. DGs/ADGs CPWD, E-in-C PWD, Delhi Govt. They are requested to endorse a copy of this to all CEs, SEs & EEs concerned.


Executive Engineer (C)

CON/Misc./02

Page 2

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन
No. DG/CON/339

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi

Dated: 01.08.2023

Subject: (i) Amendments in Clause 3 of GCC-2022 EPC Projects (updated version 21.06.2023) and GCC-2020 Maintenance Works(updated version 21.06.2023).
(ii) Amendments in Clause 32 of GCC-2022 EPC Projects (updated version 21.06.2023), GCC-2020 Construction Works (updated version 21.06.2023) and GCC-2020 Maintenance Works(updated version 21.06.2023).

The following amendment is made in the GCC 2022 EPC Projects, GCC 2020 Construction Works and GCC 2020 Maintenance Works.

Existing Provision	Modified Provision
Clause 3 When Contract can be Determined Subject to other provisions.....in any of the following cases. (i) to (x) No change (XI) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. <i>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the</i>	Clause 3 When Contract can be Determined Subject to other provisions.....in any of the following cases. (i) to (x) No change (XI) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

R.K. JAIN
EE (Contract)

CORRECTION(C)
INSERTION (I)
DELETION (D)

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NIL
NIL

AE(P)

EE(P)

<i>President of India shall have powers:</i> No provision (a) and (b) No change.	(XII) When the contractor has made himself liable for action under any of the aforesaid cases (i) to (xi), the Engineer-in-Charge on behalf of the President of India shall have powers: (a) and (b) No change.
Clause 32 Employment of Technical Staff and employees Contractors Superintendence, Supervision, Technical Staff & Employees (i) and (ii) No change (iii) No Provision.	Clause 32 Employment of Technical Staff and employees Contractors Superintendence, Supervision, Technical Staff & Employees (i) and (ii) No change (iii) For works with estimated cost more than Rs. 10 Crores and stipulated time period more than 6 months : The contractor shall ensure that at least one deployed technical representative shall be trained in courses related to CPWD specifications, labour laws, safety rules etc. of duration not less than 5 working days either through National CPWD Academy (NCA) or National Institute of Construction Management and Research (NICMAR) or CIDC or any other similar reputed and recognized Institute managed or certified by State/Central Government. The training cost and other cost related to training shall be borne by the contractor. The contractor shall ensure that at least one technical representative is trained within six months of start of work. The time period of

[Signature]
R.K. JAIN
EE (Contract)

[Signature]
R.K. JAIN
EE (Contract)

six months can be relaxed by the Engineer-in-Charge depending upon the frequency of training course organized by NCA.

If the contractor fails to ensure that at least one technical representative is trained in the above mentioned course till completion of work or one year from start of work, whichever is earlier, then a non-refundable recovery of Rs. 50,000/- shall be made from the bill of the contractor. Decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

This issues with the approval of DG CPWD.


(D. P. Singh) 01-08-2023

अधीक्षण अभियंता (सी.एड एम.)

Issued from file No. CSQ/CM/17(1)/2023 e-file no. 9153197

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


R.K. JAIN


R.K. JAIN 01-08-2023
EE (Contract)



केन्द्रीय लोक निर्माण विभाग
कार्यालय प्राप्ति

No. DG/ SOP/16

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 15.02.2021

Subject: Modification in SOP No.4/8 of CPWD Works Manual, 2019: Notice Inviting Tenders (NIT) in Single Bid System (Refer Para 4.10(3) (viii)).

According to the decision taken in the meeting of the Technical Committee held on 28.01.2021 under the chairmanship of DG CPWD, the following modification is made in SOP No.4/8 of CPWD Works Manual, 2019 to maintain uniformity of deviation limit in various works.

Existing Provision	Modified Provision
SOP No.4/8: Notice Inviting Tenders (NIT) in Single Bid System (Refer Para 4.10(3) (viii))	SOP No.4/8: Notice Inviting Tenders (NIT) in Single Bid System (Refer Para 4.10(3) (viii))
1. (i) to (xv)	1. (i) to (xv) No Change
(xvi) For maintaining uniformity in works, following deviation limits is stipulated by the authorities approving the NIT's for operation of Clause 12 of the GCC unless there are specific reasons to adopt different deviation limits for a particular work:	(xvi) For maintaining uniformity in works, the following deviation limit is to be stipulated by the NIT approving authority for operation of Clause 12 of the GCC, unless there are specific reasons to adopt different deviation limit for a particular work:
(a) For construction works:	(a) For all construction works:
(i) Superstructure & foundation work (except items mentioned in earthwork sub head in DSR and related items) _____30%	The deviation limit to be specified in Schedule F of GCC may be 100% for all the items.
(ii) Items mentioned in earth work sub head in DSR and related items _____100%	
(b) For construction works of time bound, urgent and emergency nature	(b) All maintenance works: No limit
(i) Superstructure & foundation work (except items mentioned in earth work sub head in DSR and related items) _____50%	
(ii) Items mentioned in earth work sub head in DSR and related items _____100%	
(c) All Maintenance Works _____50%	

(वि. पी. साह) 15/02/2021

अधीक्षक अभियंता (सी. एंड. एम.)

Issued from file No. CSQ/CM/16(1)/2020 e-file no. 9103902

(कलोनियलि वेवसाईट के माध्यम से) कलोनियलि तथा लॉमिनि दिल्ली के समीअधिकारियों को सूचना एवं आवश्यक कार्यवाही हेतु।

अधीक्षक अभियंता (सी. एंड. एम.)

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

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.वेबसाइट के माध्यम से)।


10/11/2023
R.K. JAIN
(EE (Contact))

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

केन्द्रीय लोक निर्माण विभाग

कार्यालय झापन

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	CONDITIONS OF CONTRACT
Definitions	Definitions
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-	2. No change:-
(i) to (xvii)	(i) to (xvii) No Change
(xviii) No provision	(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	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.	The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the work shall commence from such time period as mentioned in schedule 'F' or from the date of handing over of the site, notified by the Engineer-in-Charge, whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid and such default continues even after time period specified in the notice in writing by the Engineer-in-Charge then the performance guarantee shall be forfeited by the Engineer-in-Charge and shall be absolutely at the disposal of the Government without prejudice to

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

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

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

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AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

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.	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.
No provision	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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PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect. & Hort. Works in case of Composite Tenders) SCHEDULE 'F' Clause 5 Authority to decide: i. 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) 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)	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 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. 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 _____ (SE/SE&PD/CE/CE&ED).
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This OM is applicable for all NITs uploaded after date of issue of this OM.
This is issued with the approval of DG CPWD.

(वी. पी. साह)

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.वेबसाइट के माध्यम से)।

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केन्द्रीय लोक निर्माण विभाग
कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03
ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

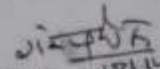
NIRMAN BHAWAN, NEW DELHI

Dated: 18.12.2023

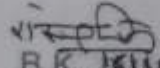
Subject: Modifications in Conditions of Contract, Clause 12 and Schedule E and F of GCC 2023 for Maintenance Works

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

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


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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 <u>quoted</u> on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the	12.2 Deviation, Extra Items and Pricing Deleted Deleted

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

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

(a) Non Schedule Extra Item(s) - The contractor, shall within fifteen days of the receipt of order to execute extra item(s) or occurrence of the item(s), submit analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.

The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in manufacturer's specification.

Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s). The rate of extra item will be

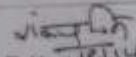
- i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.
- ii. Analyzed rate, if the Contract amount is above the estimated amount put to tender.

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

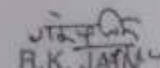
Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.


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Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.	Where the contractor submits analysis of rate(s) of extra item(s) in the manner prescribed above, the Engineer-in-Charge shall, within 60 days of the receipt of the analysis of rate, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate(s) of extra item(s). The contractor shall be paid in accordance with the rate(s) so determined.
(b) No Provision	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) 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'	SCHEDULE 'F'
GENERAL RULES & DIRECTIONS:	GENERAL RULES & DIRECTIONS:
Officer inviting tender	No Change
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	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	Clause 12
12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	Deleted

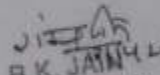
This issues with the approval of DG CPWD.


18-12-2023
(स. पी. सिंह)

अधीक्षण अभियंता(सी.एंड एम.)

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

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


R.K. JAIN
(EE (Contact))



GOVERNMENT OF NCT OF DELHI
PUBLIC WORKS DEPARTMENT
3rd Level, MSO Building, PWD Headquarter NEW DELHI

No Pr CE (M&F)/E In C (PWD)/7111/ds/pwd/53-56 Dated 10/01/2024
CD 057744891

OFFICE MEMORANDUM FOR MAINTENANCE WORKS

CPWD vide OM. No. DG/CON/Maintenance 2023/03 dated 18.12.2023 has brought in the following amended provision with regard to clause -12 and clause 12.2 of GCC 2023 for Maintenance Works

Clause 12 Deviations/ Variations Extent and Pricing for maintenance Works.
The completion cost shall, in no case, exceed 1.5 times the contract amount for maintenance works.
12.2 Deviation, Extra Items and Pricing 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),notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).

In order to further strengthen and improve the contract management in PWD, GNCTD, the following provisions shall be applicable to PWD with regard to maintenance works (in place of above-mentioned amended provisions) with immediate effect.

Clause 12 Deviations/ Variations Extent and Pricing, as applicable to PWD, GNCTD for maintenance Works.
The completion cost shall, in no case, exceed 1.10 times the contract amount for maintenance works.
12.2 Deviation, Extra Items and Pricing a) Non-Schedule Extra Item(s) No non-schedule extra item shall be allowed to be executed.

The other provisions of above OM of DG, CPWD shall however continue to apply.

This issues with the approval Pr. Secretary, PWD


(Shashanka Ala, IAS)
Special Secretary, PWD-II

केन्द्रीय लोक निर्माण विभाग
कार्यालय प्रधान
No. DG/SOP- 2022/34

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Notarized Shown, New Delhi, Dated: 07.08.2024
Subject: Modification in SOP No. 4/9 and Annexure - 24 of SOP for CPWD Works Manual 2022- regarding applicability of similar work.

Following modifications are made in SOP No. 4/9 and Annexure - 24 of SOP for CPWD Works Manual 2022. Now similar work is applicable for both CPWD enlisted and non-CPWD contractors.

Existing Provision	Modified Provision
SOP NO. 4/9: Notice Inviting Tenders (NIT) in Two/Three Bid System (Refer Para 4.10 (3) viii) 1. Normal Standalone Works (i) Tenders above the tendering limits (excluding Standalone Specialized and Emergent Works) of Class I Buildings & Roads category contractors are invited in Two/Three Bid System. For Horticulture category, it shall be the tendering limit of Class-I contractors of Horticulture category. (ii) CPWD enlisted contractors above Class I Buildings & Roads (erstwhile Composite/building/ infrastructure) Category are allowed to participate up to their tendering limits without submitting eligibility documents, except eligibility document required under Para (ii)(d) below. Non-CPWD contractors are required to submit eligibility documents for similar works as follows:	SOP NO. 4/9: Notice Inviting Tenders (NIT) in Two/Three Bid System (Refer Para 4.10 (3) viii) 1. Normal Standalone Works (i) Tenders above the tendering limits (excluding Standalone Specialized and Emergent Works) of Class I Buildings & Roads category contractors are invited in Two/Three Bid System from both CPWD enlisted and non-CPWD contractors. For Horticulture category, it shall be the tendering limit of Class-I contractors of Horticulture category. (ii) CPWD enlisted contractors above Class I Buildings & Roads (erstwhile Composite/building/ infrastructure) Category are allowed to participate up to their tendering limits without submitting eligibility documents, except specified otherwise. CPWD Enlisted as well as Non-CPWD contractors are required to submit eligibility documents for similar works experience as follows:
3. Composite Works (vii) No Provision	3. Composite Works (vii) CPWD Enlisted as well as Non-CPWD contractors are required to submit eligibility documents for similar works experience.
ANNEXURE- 24 (Refer SOP No. 4/9) GUIDELINES FOR FIXING ELIGIBILITY CRITERIA FOR TWO/THREE BID SYSTEM 1. The eligibility criteria to be inserted under information and instructions for Bidders for 2/3 bid system regarding eligibility shall be decided on the following lines: (i) (a) Experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited.	ANNEXURE- 24 (Refer SOP No. 4/9) GUIDELINES FOR FIXING ELIGIBILITY CRITERIA FOR TWO/THREE BID SYSTEM 1. The eligibility criteria to be inserted under information and instructions for Bidders for 2/3 bid system regarding eligibility shall be decided on the following lines: (i) (a) Experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited. (applicable for CPWD enlisted as well as non CPWD contractors).

This is issued with the approval of DG CPWD.

(सी. पी. साहू)

अधीक्षण अभियंता (सी.एंड.एम.)

Issued from file No. CSQ/CM/16(1)/2024 e-file 9093497 (DFA/ 9285895)

केन्द्रीय लोक निर्माण विभाग के सभी अधिकारियों को अवगत करने एवं कार्यवाही हेतु। (केन्द्रीय वेबसाइट के माध्यम से)

R K SINGH
EE (Manual)

	लोक निर्माण विभाग सचिवालय, PUBLIC WORKS DEPARTMENT SECRETARIAT, दिल्ली सरकार Govt of NCT of Delhi, तीसरी मंजिल, एनएसओ बिल्डिंग, आईपी एस्टेट, आईटीओ नई दिल्ली-110002 3rd FLOOR, MSO BUILDING, IP ESTATE, ITO, NEW DELHI-110002	
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F.No.dspwd-2/E-343137/1895-1901

Dated 20.05.2026

CIRCULAR

Sub: Adoption of revised provisions relating to Performance Guarantee (PG) and Enhanced Performance Guarantee (EPG) in PWD in line with CPWD O.M. dated 27.02.2026.

The Competent Authority has approved adoption of the revised provisions relating to Performance Guarantee (PG) and Enhanced Performance Guarantee (EPG), as notified by the Central Public Works Department (CPWD) vide Office Memorandum No. DG/Manual-2024/20 dated 27.02.2026, for all works/contracts in Public Works Department, GNCTD.

Accordingly, the Circular issued by PWD, GNCTD, vide No. F.dspwd-2/CD057801602/1641-1647 dated 14.08.2025 on the subject "Imposition of Enhanced Performance Guarantee in case of Abnormally Low Bids-Reg" is, hereby, withdrawn with immediate effect.


(M.K. Nikhil)
Dy. Secretary (PWD)

To

1. The Engineer in Chief PWD, 12th Floor, MSO Building, New Delhi
2. All Chief Engineers of the PWD, MSO Building, New Delhi
3. All SEs/EEs concerned through Chief Engineers
4. System Analyst, PWD with the request to upload the Circular on the website of PWD under relevant section.

Copy for information to:

1. Secretary to Hon'ble Minister (PWD), GNCTD
2. PS to Pr. Secretary, PWD, 3rd Floor MSO Building, New Delhi
3. PS to Special Secretary, PWD-I/II, 3rd Floor MSO Building, New Delhi


(M.K. Nikhil)
Dy. Secretary (PWD)

केन्द्रीय लोक निर्माण विभाग
कार्यालय झापन

No. DG/Manual-2024/20

ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Vidyal Bhawan, New Delhi

Dated: 27.02.2026

Sub: Modification in Para 5.2 for CPWD Works Manual 2024.

Following modification is made in Para no. 5.2 for CPWD Works Manual 2024:

Existing Provision	Modified Provision
5.2 Performance Guarantee	5.2 Performance Guarantee
Sl. No. 1	No Change
2. PG shall be 5% of the contract amount or as prescribed from time to time to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of sixty days beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.	2. PG shall be 5% of the Estimated cost put to tender (ECPT) or contract amount whichever is higher , or as prescribed from time to time, to be submitted in the form as prescribed in GCC. Performance Guarantee shall remain valid for a minimum period of six months beyond the date of completion of all contractual obligations as per GCC. In case of contracts where supplementary agreement is drawn, the fresh PG shall be obtained from the contractor @ 5% of the amount of the supplementary agreement or as prescribed from time to time. The PG received against the original work shall be released as per contract conditions.
Sl. No. 3	No Change
4. No provision	4. A bid will be treated as abnormally low if the quoted bid amount is lesser than 80% of the estimated cost put to tender.
5. No provision	5. Requirement of Additional Performance Guarantee (APG) : In case of abnormally low bids as defined above, the bidder shall be required to 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. (e.g. if ECPT is A and quoted amount is 0.7A then the amount of APG shall be

D.P. Jindal
EE (Contract)

	0.8A – 0.7A). The Additional Performance Guarantee (APG) shall be in the prescribed format of Performance Guarantee and has to be submitted within the time frame prescribed for submission of Performance Guarantee. The other terms and conditions of release etc. of APG shall be same as that of PG.
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This is issues with the approval of DG CPWD.

अधीक्षण अभियंता

((सन्म-पात्र))
सी.एस.डी.ओ. (सी.एस.डी.ओ.)
CPWD, P.M. SE (CS&S)

Issued from file No. CSQ/CM/16(1)/2026 e-file 9212995 (DFA/ 9365789)

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

D.P. Jindal
EE (Contract)

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL

Special Conditions for workers deployed

1	The agency should pay minimum wages as per order issued by Govt. from time to time.
2	It is mandatory to submit EPF & ESI challans of every person (As applicable) to the concerned authority along with each running bill.
3	Payment should be made by 7th day of every month through RTGS/NEFT/Online Banking otherwise Rs. 500/- per day per person fine will be recovered from bill for late payment and contractor has to furnish a proof of payment made, In the absence of this proof, no bill shall be made/released.
4	The agency shall keep a minimum of 80% of earlier manpower. If the new contractor however, plans to reduce the manpower due to mechanization or any other reasons, then he shall accommodate at least 80% of the new strength from existing man power. As per directive issued by PWD secretariat GNCTD vide order no. F.10(6)/PWD-1/Misc./2016/Vol-IV/14144 dated 25.10.2018.
5	New staffs shall be engaged after interview/approval of the Engineer-in-charge.
6	The Police verification should be done on own/belief of contractor within 01 months of date of start.
7	The contractor shall furnish name and contact number of the persons, who should be contacted during emergency.
8	The contractor shall be fully responsible for any theft, damage etc. to the govt. property during execution of this agreement.
9	No Minor shall be engaged.
10	No person engaged is removed under any circumstances without prior approval of Engineer-in-Charge.
11	Every worker shall be provided with required tools for which he is engaged. No T & P shall be made available by the department except computer and allied item.
12	In case change of minimum wages, the rates will be applicable as per revised order of all staff/employees and shall be compensated as per clause 10C of agreement.
13	The staff deployed at site of work should behave properly with clients and departments officials. If the complaint of any misbehavior or improper working of any of the staff is received/noticed, the concerned person shall be removed and replaced by contractor immediately failing which it shall be presumed that no such staff was on duty, beside taking any other suitable action by Engineer-in-charge.
14	The contractor shall be responsible to provide and maintain record at site of work e.g. for attendance of on duty staff, complaint book, material records, worker diary etc required.
15	The contractor or his representative shall be regularly reviewing the site order book, thereby Attending the site requirements efficiently and effectively, failing which Engineer-in-charge shall be free to take suitable action as per relevant terms and conditions of against at his discretion as required.
16	The department is not responsible for any compensation arising out of workman compensation act and the contractor is fully responsible for the same.
17	The agency shall provide security guards in required numbers in three shifts i.e. 8 hours duration each for each day. At the time of change of shifts the security guard on duty shall not leave the premises until the reliever guard reports for duty. However, when the reliever guard is unable to attend the duty for particular day or subsequent days, alternative guard shall be provided by the agency from the pool of guards available with him.
18	Safety of the staff employed will be the responsibility of the Contractor. It shall be the prime duty of the Contractor to provide requisite safety equipments to all the workers and supervisors for their protection. PWD will not be responsible for any mishap, injury/accident or death of the staff. No claim in this regard shall be entertained/ accepted by the department.
19	The staff engaged by the contractor should be physically and mentally fit and should be well behaved, polite and courteous. Any complaint against staff on behavior would be taken very seriously and such staff shall have to be removed by the contractor immediately from the site. The replacement for the same shall be arranged without loss of time failing which the Engineer-in-Charge has the power to cancel the contract and the contractor shall have no right to claim for loss / compensation.
20	No claims of the labourers shall be entertained by the Department including that of providing

	employment, regularization of services etc.
21	The contractor has to supply and maintain complaint book and record all the operational & routine maintenance parameters, which should be signed by the operational staff deputed by him. The operational staff shall sign “for (Name of contractor)by fixing a rubber stamp every time he signs. The complaint book should be as per sample approval by the Engineer-in-charge with timing of three shifts printed on each page.
22	Deputed staff should strictly follow the PWD Maintenance charter.
23	Bonus shall be paid by agency to every labour as decided by Government and shall be reimbursement by Department.
24	Leave shall be granted to contractual labour/staff as per guidelines issue by Govt. time to time.
25	Bill shall be paid on quarterly basis.
26	The bill shall be entertained only after submission of original challan of ESI, EPF and ECS of salary alongwith the bill.
27	The salary of the worker shall be paid within 7th day of every month, failing which in two months, the Agreement shall be closed without assigning any reason to the agency.
28	The contractor shall have valid license from private security agency regulation act 2005 (PSARA) or shall hire/ engage security guards from the private security agency having valid license from private security agency regulation act 2005 (PSARA).
29	The guards on the duty shall remain alert and in awakened condition and always available at the site. Any laxity in this regard shall attract action against the agency.
30	No payment shall be made for the guard found absent and recovery of double the rate of minimum wages of Government of Delhi or Central Government whichever is higher shall be made from running bill.. Any such recovery in this regard shall be affected in running / final bill or security deposit lying with the department, and decision of Engineer-in-charge shall be final.
31	The agency shall remain responsible to maintain safety and security of the premises specified to be guarded and in case of any theft / loss, the agency shall remain liable to compensate the same. Additionally, police FIR may also be lodged by the department considering the gravity of the individual case if any, for subsequent action by the police.

Schedule of Quantity

Name of work: - A/R & M/O various roads under PWD Division South West Road-I, during-2026-27. (SH:- Providing Security Guards at Division Office, Sub Division Offices and Sub Division Stores under Sub Division-I,II,III,IV & V New Delhi).

S.No.	Description of items	Quantity	Unit	Rate	Amount
1	Providing round the clock security guard without gun for watch & ward of Government premises and its all belongings by deploying neatly dressed security guards in 8 hour's shift including necessary T&P like torch, lathi and uniform etc. complete, as per the direction of Engineer-in-charge .(One job means 8 hour's duty).	8100.00	Each job	1308.40	10598040.00
				Total	10598040.00
	Less GST Correction factor @0.973 on DSR items				10311893.00
	Add Cost Index @+4.03% on DSR items				415569.00
				Total	1,07,27,462.00

**Assistant Engineer(P)
PWD Circle (SW)
New Delhi**

**Executive Engineer(P)
PWD Circle (SW)
New Delhi**

**Superintending Engineer
PWD Circle (SW)
New Delhi**

AE(P)

EE(P)

CORRECTION(C)
INSERTION (I)
DELETION (D)

NIL
NIL
NIL