



# CENTRAL PUBLIC WORKS DEPARTMENT

## OFFICE MEMORANDUM

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

No.DGW/CON/208

NIRMAN BHAVAN, NEW DELHI

DATED 06.01.05

**Subject: Modification in requirement of technical staff in CPWD contracts.**

Requirement of technical staff in CPWD contracts and rate of recovery in event of non compliance of clause 36(i) by contractors has been under consideration for quite sometime. Suggestions from all ADGs of CPWD, E-in-C of PWD (DA) and all CEs of CPWD were invited. Based on suggestions received, a proposal was placed for consideration of a Committee of senior officers. Based on above, DG (W) is pleased to order amendment to Clause 36(i) and related provisions as following:-

Existing	Modified
<p><b>Clause 36</b> <b>Contractors                      Superintendence,</b> <b>Supervision,                      Technical staff &amp;</b> <b>Employees</b></p> <p>i) The contractor shall provide all necessary superintendence during execution of the work and as along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the <b>name</b>, qualifications, experience, age, <b>address</b> and other particulars alongwith certificates, of the principal technical representative to be in charge of the work. Such qualifications and experience shall not be lower than specified in Schedule-F. The Engineer-in-Charge shall <b>within 15 days</b> of receipt of such communication intimate in writing his approval or otherwise of</p>	<p><b>Clause 36</b> <b>Contractors                      Superintendence,</b> <b>Supervision,                      Technical staff &amp;</b> <b>Employees</b></p> <p>i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.</p> <p>The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge the <b>name(s)</b>, qualifications, experience, age, <b>address(s)</b> and other particulars alongwith certificates of the principal technical representative to be in charge of the work <b>and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their</b></p>

such **a representative** to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such **representative** according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site **within fifteen days of** start of work.

**If the contractor (or any partner in case of firm/company) who himself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present.** All the provisions applicable to the principal technical representative under the Clause will also be applicable **in such a case to contractor or his responsible agent.** The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-charge or his designated representative(s) **in charge of the work in writing or in person or otherwise, present himself to the Engineer-in-charge and/or at the site of work, as required,** to take instructions. Instructions given to the principal technical representative **or the responsible agent** shall be deemed to have the same force as if these have been given to the contractor. The **principal technical representative and/or the contractor or his**

qualifications and experience shall not be lower than specified in Schedule-F. The Engineer-in-Charge shall **within 3 days** of receipt of such communication intimate in writing his approval or otherwise of such **representative(s)** to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal the contractor shall appoint another such **representative(s)** according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative **and other technical representative(s)** shall be appointed by the contractor soon after receipt of the approval from Engineer-in-Charge and shall be available at site **before** start of work.

All the provisions applicable to the principal technical representative under the Clause will also be applicable to **other technical representative(s).** The **principal technical representative and other technical representative(s)** shall be present at the site of work for supervision at all times when any construction activity is in progress and also present **himself/themselves , as required,** to the Engineer-in-charge and/or **his designated representative** to take instructions. Instructions given to the principal technical representative **or other technical representative(s)** shall be deemed to have the same force as if these have been given to the contractor. The **principal technical representative and other technical representative(s)** shall be actually available at site fully during all stages of execution of work, during recording/checking/test checking of measurements of works and

responsible authorized agent shall be actually available at site at least two working days every week, these days shall be determined in consultation with the Engineer-in-charge as well as fully during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative in the site order book and shall affix **his** signature in token of noting down the instructions and in token of acceptance of measurements. **There shall be no objection if the representative/agent looks after more than one work and not more than three works in the same station provided these details are disclosed to the Engineer-in-Charge and he shall be satisfied that the provisions and the purpose of this clause are fulfilled satisfactorily.**

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical **representative or agent** is effectively appointed or is effectively attending or fulfilling the provision of this clause, a recovery shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurement **recorded** in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint **a suitable technical representative or responsible agent** and if such appointed persons **are** not effectively present or do not discharge their responsibilities satisfactorily, the

**whenever so required by the Engineer-in-Charge** and shall also note down instructions conveyed by the Engineer-in-charge or his designated representative(s) in the site order book and shall affix **his/their** signature in token of noting down the instructions and in token of acceptance of measurements/**checked measurements /test checked measurements**. **The representative(s) shall not look after any other work. Substitutes, duly approved by Engineer-in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative(s) by more than two days.**

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical **representative(s)** **is/are** effectively appointed or **is/are** effectively attending or fulfilling the provision of this clause, a recovery (**non-refundable**) shall be effected from the contractor as specified in Schedule 'F' and the decision of the Engineer-in-Charge as recorded in the site order book and measurements **recorded checked/test checked** in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint **suitable Principal technical representative and/or other technical representative(s)** and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other

Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as a suitable agent is appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the <b>technical representative/responsible agent</b> alongwith every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge	technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the <b>technical representative(s)</b> alongwith every on account bill/fixed bill and shall produce evidence if at any time so required by the Engineer-in-Charge
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Accordingly existing provision of ‘**Schedule – F**’ related to clause 36(i) is substituted with modified provision as following:-

**Existing provision:**-----  
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<b>Clause 36(i)</b> <b>Minimum Qualifications &amp; experience required for Principal Technical Representative</b>	
<b>a) For works with estimated cost put to tender more than</b>	
<b>i) Rs.10 lakh for Civil work</b>	<b>Graduate or retired AE possessing at least recognized diploma</b>
<b>ii) Rs.5 lakh for Elect./Mech.Works</b>	<b>-do-</b>
<b>b) For works with estimated cost put to tender</b>	
<b>i) More than Rs. 5 lakh but less than Rs.10 lakh for Civil Works</b>	<b>Recognised Diploma holder</b>
<b>ii) More than Rs.1 lakh but less than Rs.5 lakh for Elect./Mech.Works</b>	<b>-do-</b>
<b>c) Discipline to which the Principal Technical Representative should belong</b>	<b>Civil/Elect./Mech.</b>
<b>d) Minimum experience of works</b>	<b>.....years</b>
<b>e) Recovery to be effected from the contractor in the event of not fulfilling provision of clause 36(i)</b>	<b>Rs. 4,000/- p.m. for Graduate Rs. 2,000/- for diploma holder</b>

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#### **Modified provision**

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**“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)	
						Figures	Words

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

Necessary amendments to Works Manual 2003 are being issued separately

Sd/- 4/1/05  
Superintending Engineer (C&M)

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