



# CENTRAL PUBLIC WORKS DEPARTMENT

## OFFICE MEMORANDUM

No.DGW/CON/243

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS

NIRMAN BHAWAN, NEW DELHI

Dated: 27.05.2009

**Subject: Amendments to GCC 2008, Form CPWD 6 & Form CPWD 7/8 in respect of composite tenders.**

Consequent upon issue of O.M. No. DGW/MAN/178 dt. 12.5.09 amending para 15.3 of CPWD Works Manual 2007 in respect of composite tenders, the relevant portions of GCC 2008, Form CPWD 6 & Form CPWD 7/8 stand modified as under. These amendments may be made effective in all future NITs of composite contracts.

1. The clause No 16 of Form CPWD 6 is modified as under:

**16.1.1:**

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

**16.1.2:**

The tender document will include following three components:

Part A :- CPWD -6, CPWD – 7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2008 or latest addition as applicable with all amendments/modifications.

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

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

**16.1.3**

The tenderer must associate with himself, agencies of the appropriate class eligible to tender for the minor components individually.

**16.1.4**

The eligible tenderers for major component will quote rates for various items of minor components of work also. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).

**16.1.5**

After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two/or more copies of agreement depending upon number of EE's/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor component(s) shall operate Part C along with Part A of the agreement.

**16.1.6**

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

**16.1.7**

Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

**16.1.8**

The main contractor has to associate agency(s) for minor component(s) confirming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor component(s)

#### **16.1.9**

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

#### **16.1.10**

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

#### **16.1.11**

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

#### **16.1.12**

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

Existing clauses No. 5, 7 and schedule F of GCC 2008 stand modified as under:

Existing Provisions	Modified Provisions
Clause 5 of GCC 2008 Page 17 5.2 If the work (s) be delayed by.....then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the <b>Engineer-in-</b>	Clause 5 of GCC 2008 Page 17 5.2 If the work(s) be delayed by .... then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the <b>authority as indicated in</b>

<p><b>Charge</b> 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 <b>Engineer-in-Charge</b> to proceed with the works.</p> <p>5.3 Request for rescheduling of Mile stones and 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 form. The contractor may also, if practicable, indicate such a request the period for which extension is desired.</p> <p>5.4 In any such case the <b>Engineer-in-Charge</b> may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the contractor by the <b>Engineer-in-Charge</b> in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the <b>Engineer-in-Charge</b> and this shall be binding on the contractor.</p>	<p><b>Schedule F</b> 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 <b>Engineer-in-Charge</b> to proceed with the works.</p> <p>5.3 Request for rescheduling of Mile stones and 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 form <b>to the authority as indicated in Schedule F</b>. The contractor may also, if practicable, indicate such a request the period for which extension is desired.</p> <p>5.4 In any such case <b>the authority as indicated in Schedule F</b> may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the contractor by the <b>authority as indicated in Schedule F</b> in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by <b>the authority as indicated in Schedule F</b> and this shall be binding on the contractor.</p>
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<p><b>Clause 7 of GCC 2008 Page 20</b>  No payment shall be made.....by taking detailed measurements thereof.</p>	<p><b>Clause 7 of GCC 2008 Page 20</b>  No payment shall be made.....by taking detailed measurements thereof.</p> <p><b>Payments in Composite Contracts:</b>  <b>In case of composite tenders, running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.</b></p> <p><b>In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment, then on the written complaint of contractor associated for such minor component, Engineer in charge of minor component shall serve the show cause to the main contractor and if reply of main contractor either not received or found unsatisfactory, he may make the payment directly to the contractor associated for minor component as per the terms and conditions of the agreement drawn between main contractor and associate contractor fixed by him, Such payment made to the associate contractor shall be recovered by Engineer-in-charge of major or minor component from the next R/A final bill due to main contractor as the case may be.</b></p>
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<p><b>GCC 2008, page 94 Schedule F Clause 5/page 6 of Form CPWD 7/8</b></p> <p>No provision</p>	<p><b>GCC 2008, page 94 Schedule F Clause 5/ page 6 of Form CPWD 7/8</b></p> <p>(Insert at the end of clause 5)</p> <p><b>Authority to decide:</b></p> <p>(i) <b>Extension of time .... Engineer in Charge or Engineer in Charge of Major Component in case of Composite Contracts as the case may be.</b></p> <p>(ii) <b>Rescheduling of mile stones..... Superintending Engineer in Charge or Superintending Engineer in Charge of Major Component in case of Composite Contracts as the case may be.</b></p>
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Superintending Engineer (C&M)

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Copy to:- 1. All ADGs CPWD. E-in-C PWD, Delhi Govt.2. All CEs, CPWD, PWD Delhi Govt.- **They are requested to endorse a copy of this to all SEs & EEs with further directions that they should bring this change to the notice of all the concerned.**