No. 1-8-05/SSW-PWD/Vol-I/2024-25/ 391
Government of Goa.
Office of the Suptdg. Surveyor of Works,
Public Works Department,
Altinho, Panaji -Goa.

Dated: 7 January, 2025.

CIRCULAR

Amendment to Clause 36 is approved by PCE vide Note No. 1-8-05/SSW-PWD/Vol-I/2024-25/21, dated 26th November 2024. The same is issued as Annexure for incorporating in Clause 36 of CPWD Form 7 & 8 in N.I.T. with immediate effect by deleting the existing Clause 36.

(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.

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 name(s), qualifications, experience, age, address(s) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. Minimum requirement of such technical representative(s) and their qualifications and experience shall not be lower than specified in Annexure – Technical Staff. Even of the contractor (or partner(s) in case of firm/ company) is himself/ herself an Engineers, it is necessary on the part of the contractor to Employ principal technical representative/ technical representative(s) as per stipulation in Annexure – Technical Staff.

The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contactor shall appoint another such representative(s) according to the provisions of this clause.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 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 alter 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 affectively attending or fulfilling the provision of this clause, a recovery (non refundable) shall be effected from the contractor as specified in Annexure – Technical Staff and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable technical 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 work until such date as suitable other 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 technical representative(s) (in the form of copy of Form-16 or CPF deduction issued to the Engineers employed by him) along with every on account bill/ final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

(ii) The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foreman and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semiskilled and unskilled labour as in necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the person so removed shall be replaced as soon as possible by competent substitutes.

ANNEXURE - 20

GENERAL GUIDELINES FOR FIXING REQUIREMENT OF TECHNICAL STAFF

Cost of Work (Rs. IN Crores)	Requirement of Technical Staff		Minimum experience (Years)	Designation of Technical Staff	Rate at which recovery shall be made from the contractor in the event of not fulfilling
	Qualification	Number (of Major + Minor component			
More than 100	Graduate Engineer (Major Component)	1	20 (and having experience of one similar nature of work	Project Manager with degree in major discipline of Engineering	Rs. 60,000/- per month
	Graduate Engineer	2+1	12 (and having experience of one similar nature of work.)	Duty Project Manager	Rs. 40,000/- per month per person
	Graduate Engineer or Diploma Engineer	4+2	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month per person
	Diploma Engineer	1	8	Surveyor	Rs. 15,000/- per month per person
	Graduate Engineer	1+1	6	Project Planning/ billing	Rs. 20,000/- per person per month
More than 50 to 100	Graduate Engineer	1	20 (and having experience of one similar nature of work	Project Manager	Rs. 60,000/- per month
	Graduate Engineer	1+1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month
	Graduate Engineer	1+1	8	Quality Engineer	Rs. 25,000/- per month
	Diploma Engineer	1	8	Surveyor	Rs. 15,000/- per month

	Graduate Engineer	1+1	6	Project Planning/ billing Engineer	Rs. 20,000/- per month per person.
More than 20 to 50	Graduate Engineer	1	20 (and having experience of one similar nature of work	Project Manager	Rs. 60,000/- per month
	Graduate Engineer	1	12 (and having experience of one similar nature of work)	Deputy Project Manager	Rs. 40,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month per person
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project Engineer/ quality/ billing Engineer	Rs. 15,000/- per month per person
More than 10 to 20	Graduate Engineer	1	10 (and having experience of one similar nature of work)	Project Manager	Rs. 30,000/- per month
	Graduate Engineer or Diploma Engineer	1	5 or 10 respectively	Project/ Site Engineer	Rs. 25,000/- per month
	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Planning/ quality/ billing Engineer	Rs. 15,000/- per month per person
More than 5 to 10	Graduate Engineer Graduate Engineer or Diploma Engineer	1 1+1	5(and having experience of one similar nature of work) 2 or 5 respectively	Project Manager Project Planning/ quality/ billing Engineer	Rs. 25,000/- per month Rs. 15,000/- per month per person
More than 1.5 to 5	Graduate Engineer or Diploma Engineer	1+1	2 or 5 respectively	Project manager cum planning/ quality/ site/ billing Engineer	Rs. 15,000/- per month per person
More than 15 lac to 1.5 Crore	Graduate Engineer or Diploma Engineer	1 of major component	2 or 5 respectively	Project manager cum planning/ quality/ site/ billing Engineer	Rs. 15,000/- per month per person

NOTE:

Clause 36 of Forms no. CPWD 7 and 8

i. This clause casts an obligation on the contractor to deploy well-trained, qualified and skilled professionals at site of work to execute only quality work, and the

consequences that would arise on his/ her failure to do so. In order to effectively operate the provisions under clause 36, certain instructions n this clause are given below:-

Engineer-in-charge should ensure that the contractor is called upon, immediately after award of work, to intimate the details i.e name(s), qualifications and address(es) of the qualified Engineer(s) required to be employed by him/ her as per terms of the contract and to ensure that properly qualified engineer(s) employed by contractor is/ are actually available at site to supervise construction at all stages and note down the instructions conveyed by the Engineer-in-Charge or his/ her authorized representative namely AE or JE in site order Book. The Engineer(s) is invariably present fully during all stages of the execution of the work. It is also essential that the certificate that qualified Engineer(s) as per the provisions of clause 36 has/ have looked after the work during its execution is verified and recorded by the AE along with each running bill. Engineer-in-Charges should also verify the fact of employment during their visit of works.

ii. Certain Administrative instruction as regards this clause are given as under:-

(a) Engineer(s) deployed as per stipulation in the contract looks after only the work under contract and no other work and is available fully during execution of work.

(b) Even if contractor (or partner in case of firm/ company) is himself/ herself as engineer, it is necessary on part of contractor to employ Engineer(s) and / or/ Overseer for the supervision of the work(s) as per stipulation.

(c) The Retired Executive Engineer/ Assistant Engineer who is holding Diploma is treated at par with Graduate Engineers for the operation of the Clause. Diploma holder with minimum 10 year relevant experience with a reputed construction company can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree Engineers.

iii. Requirement of technical staff for a work is decided and stipulated as per guidelines given at **Annexure – 20.**

The technical staff should be available at site whenever required by Engineer-in-charge to take instructions.

The contractor shall be liable to be penalized with reasonable fine as proposed in the above chart.

The decision of Engineer-in-Charge as the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted

on this account shall be final and binding on the contractor as to the amount and contractors liability to pay the said amount.

Every contractor shall furnish the following details of technical staff employed by him/ his firm at the time of quoting the tender for the work.

1. Name of Engineer _____
2. Years of passing Diploma/ Graduation _____
3. Since when employed with you/ your firm _____

I have read carefully the content of Clause 36 of Form No. 7 & 8 enclosed with tender documents and clearly understood the provisions there in. I hereby give undertaking that I will abide by the provisions made in the Clause 36 of Form No. 7 & 8.

Dated: _____

CONTRACTOR

Name of Contractor/ Firm _____

Address: _____

_____

Sd/-

(U.P. Parsekar)

Principal Chief Engineer

Authorized for Issue

(Shrivallabh R. Pai)

Superintending Surveyor of Works

Copy to:

1. The Principal Chief Engineer, PWD, Altinho, Panaji- Goa.
2. The Chief Engineer I & II, NH-(R&B), PWD, Altinho, Panaji- Goa.
3. The Suptdg. Engineer, C.O. I to IX, Panaji/ Margao, PWD, Goa
4. The Suptdg. Engineer (Mon. & Eva.), PWD, Altinho, Panaji – Goa.
5. The Joint Director of Accounts, PWD, Altinho, Panaji – Goa.
6. The Executive Engineer, Works Div, I to XXVIII, Panaji/ Margao/ Bicholim/ Ponda/ Porvorim/ Mapusa/ Sanguem, PWD, Goa.
7. The Engineering Officer/ Executive Engineer (Legal), PWD, Altinho, Panaji – Goa.