



CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DGW/CON/ 175

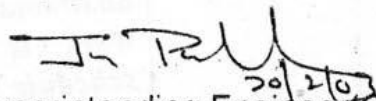
ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS
NIRMAN BHAWAN, NEW DELHI DATED 26th FEBRUARY, 2003

In continuation of O.M. No. DGW/MAN/75 dated 27.9.2001, the following clauses of the General Conditions of Contract for Central PWD works have been modified.

S.No.	Subject	Clause No.	Whether Modified/ Introduced
1.	Deviations/variation's Extent and pricing	12	Modified
2.	Return of Materials & recovery for excess material issued	42	Modified

The modified clauses in CPWD Form 7/8 are enclosed herewith.
Corresponding changes in Hindi Version of these Clauses are also required to be incorporated.

Encl: 9 Sheets


Superintending Engineer(C&M)

Issued from file No. CSQ/S.E.(C&M)/Contract/2003
Copy forwarded as per mailing list attached.

Unit
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Clause 12

Clause	Page	Para	Existing	Amended/Now Introduced
12	31	12.1.1		To be renumbered as 12.1
Deviation s/Variatio ns Extent and pricing	31	12.1.2	<p><i>Rates for such altered, additional or substituted work shall be determined by the Engineer-in-Charge as follows:-</i></p> <p><i>i) If the rate for altered, additional or substituted item of work is specified in the schedule of quantities, the contractor shall carry out the altered, additional or substituted items at the same rate. In the case of composite tenders, where two or more schedules of quantities may form part of the contract, the applicable rate shall be taken from the schedule of quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the same item of work in the other schedules of quantities</i></p> <p><i>ii) If the rate for any altered, additional or substituted item of work is not specified in the schedule of quantities, the rate for that item shall be derived from the rate for the nearest similar item specified therein. In case of composite tenders where two or more schedule of quantities form part of the contract, the rate shall be derived from the nearest similar item in the schedule of quantities of the particular part of works in which the deviation is involved failing that from the lowest of the nearest similar items in other schedule of quantities.</i></p>	Deleted

31-32	12.1.2	<p>iii) If the rate for altered, additional or substituted item of work cannot be determined in the manner specified in sub-para (i) and (ii) above, then such item of works shall be carried out at the rate entered in Schedule of Rates mentioned in Schedule 'F' plus/minus the percentage by which the tendered amount of the works actually awarded is higher or lower than the corresponding estimated amount of the works actually awarded.</p> <p>iv) If the rate for any altered, additional or substitute item of work cannot be determined in the manner specified in sub para (i) to (iii) above, then the rate for such item of work shall be derived from the Schedule of Rates specified in sub- para (iii) above plus/minus the percentage mentioned in that sub-para. In the case of materials issued by the Government, issue rates of materials, with storage charges recovered, enhanced by two and a half percent for profits and overheads shall be adopted in place of schedule rate plus percentage specified in sub-para(iii). Provided always that if rate(s) for part(s) of the item(s) are not available in the Schedule of Rates specified above, rate for part(s) of such item(s) shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order plus ten percent for profit and overhead.</p>	Deleted
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31-32	12.1.2	<p>v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-para(i) to (iv) above, the contractor shall, within 15 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter, after giving due consideration to the rate claimed by the contractor, determine the rate on the basis of market rate(s). In the event of the contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate (s).</p> <p>vi A) Except in case of items relating to foundations as it exists at the time of commencement of work (see viB below), provisions contained in sub clauses (i) to (v) above shall not apply to contract, altered or substituted items as individually exceed the deviation limit specified in schedule 'F' subject to the following:-</p> <p>(a) Deviation limit shall apply to individual items.</p> <p>(b) The value of additions of items, of any individual trade not already included in the contract, shall not exceed 10% of the Tendered value of work, subject to overall deviation limit as provided in vi(A) above.</p>	Deleted
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32- 33	12.1.2	<p><i>Provided further that in case where the original item is substituted, the Substituted item shall be deemed to have replaced the original item in the contract itself to that extent and above provisions pertaining to the deviations shall apply with respect to such Substituted item and not the original item</i></p> <p><i>vi B) In case of items relating to foundations as it exists at the time of commencement of work, quantities of which may change due to site conditions, provisions contained in sub-Clause (i) to (v) above shall not apply to :</i></p> <p><i>(a) Value of any item of any individual trade which exceed by more than the percentage mentioned in Schedule 'F' of the value of that trade included in the contract, as a whole, unless the contractor and the Engineer-in-Charge agree to a higher percentage of any particular item.</i></p> <p><i>(b) The value of item not included in the contract in excess of 10% of the Tendered value of work.</i></p> <p>NOTE : <i>Individual trade means the sub-heads into which the schedule of quantities as provided in the contract has been divided and in the absence of any such provision in the contract the sub-heads as given in the schedule of rates.</i></p>	Deleted
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Derivation, Extra items and pricing	32-33	12.2		<p><i>In the case of extra item(s) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates 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.</i></p>
Derivation Substituted Items, pricing	32-33	12.2		<p><i>In the case of substituted items, the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the aforesaid para.</i></p> <p><i>a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</i></p> <p><i>b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).</i></p>

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Derivation, deviated quantities pricing	32- 33	12.2	<p>In the case of contract items, substituted items, contract cum substituted items or additional items which exceed the limits laid down in <i>sub para (vi) of condition 12.1.2 above</i>, the contractor may within fifteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities <i>or those derived in accordance with the provisions of sub para (i) to (iv) of conditions 12.1.2 by more than five percent</i>, the Engineer-in-Charge shall within <i>three months</i> of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and if the rates so determined exceed the rates specified in the schedule of quantities <i>or these derived in accordance with the provisions of sub paras (i) to (iv) of condition 12.1.2 by more than five percent</i>, the contractor shall be paid in accordance with the rates so determined. <i>In the event of the contractor failing to claim revision of rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within the period of three months of receipt of the claims supported by analysis are within five percent of the rates specified in the schedule of quantities or of those determined in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2</i>, the Engineer-in-Charge shall make payment at the rates as specified in the schedule of quantities or those already determined under sub para (i) to (iv) of condition 12.1.2 for</p>	<p>In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in <i>Schedule F</i>, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Engineer-in-Charge shall within <i>one month</i> of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates 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.</p>
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			<i>the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2</i>	
	33	12.3	<p>The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in <i>sub para (vi) of condition 12.1.2</i> provided that such decrease is more than five per cent of rates specified in the schedule of quantities or of those derived in accordance with the provisions of sub para (i) to (iv) of condition 12.1.2 and the Engineer – in – Charge may after giving notice to the contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into consideration any reply received from him within fifteen days of receipt of the notice revise the rates for the work in question within two months of expiry of the said period of fifteen days having regard to the market rates.</p>	<p>The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in <i>Schedule F</i>, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.</p>

	33	12.5	For the purpose of operation of <i>Clause 12.1.2(vi)</i> the following works shall be treated as works relating to foundation		For the purpose of operation of <i>Schedule F</i> the following works shall be treated as works relating to foundation	
42 Return of material and recovery for excess material issued	95	Schedule F Recovery Rates for quantities beyond permissible variation	Rates in figure and words at which recovery shall be made from the contractor		Rates in figure and words at which recovery shall be made from the contractor	
			Excess be- yound permissible variation	Less use be- yound the permissible variation	<i>Rate in schedule "B" plus 10 % in case materials issued by department</i>	
					Excess be- yound permissible variation	Less use be- yound the permissible variation

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Clause	Page	Para	Existing	Amended/Now Introduced
12	94 Schedule 'F'	Clause 12	<p>12.1.2(iii) <i>Schedule of rates for determining rates for additional, altered or substituted items that cannot be determined under 12.1.2 (i) & (ii)</i></p> <p>12.1.2(iii) <i>Plus/minus the % over the rate entered in the schedule of rates.</i></p> <p>12.1.2(vi)A <i>Deviation limit beyond which sub-clauses (i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply</i></p> <p>12.1.2(vi)B(a) <i>Limit for value of any item of any individual trade beyond which sub-clauses(i) to (v) shall not apply and clauses 12.2 & 12.3 shall apply</i></p>	<p>Deleted</p> <p>Deleted</p> <p>Deleted</p> <p>Deleted</p>
12	94 Schedule 'F'	12.2 & 12.3	NIL	<i>Deviation limit beyond which clause 12.2 & 12.3 shall apply for building work</i>
12	94 Schedule 'F'	12.5	NIL	<i>Deviation limit beyond which clause 12.2 & 12.3 shall apply for foundation work</i>

NOTE - Deviation limit shall be 30%, 50%, 100% as per O.M.No. DGW/CON/82 dated 20.4.95

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