

CENTRAL PUBLIC WORKS DEPARTMENT

OFFICE MEMORANDUM

No. DGW/CON/ 175

ISSUED BY AUTHORITY OF DIRECTOR GENERAL OF WORKS NIRMAN BHAWAN, NEW DELHI DATED 26#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	TRANSPORT TO THE PARTY OF THE P			Whether Modified/ Introduced
	The sales and the ANN		1.	
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

1) Unit

Superintending Engineer(C&M)

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

Clause 12

	lause	12		No. of the second secon
Clause		Para	Existing	Amended/Now Introduced
12	31	12.1.1	3475	
Deviation	31	12.1.2	Rates for such altered, additional	To be renumbered as 12.1
s/Variatio				Deleted
ns Extent	£ ,*5			
and	7-1		determined by the Engineer-in-	CHA CANADA
pricing			Charge as follows:-	120
pricing			i) If the rate for altered,	0.000 28
	40	Est rext	additional or substituted	end as as located
	Single .		item of work is specified in	· Aladion
			the schedule of quantities,	\$\foatie\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
		- 1	the contractor shall carry	*
and period	٠,	evar in the	out the altered addition !	
er ir plant			out the altered, additional	
			or substituted items at the	- T
			same rate. In the case of	
			composite tenders, where	
1915	t .		two or more schedules of	
	CERL		quantities may form part of	ALPROPRIES TO THE REST.
			the contract, the applicable	
		36.80	rate shall be taken from the	•
S. W. Co.			schedule of quantities of	
AND 1014		e. T	that particular part in	The second secon
			which the deviation is	
			involved, failing that at the	
		о, а	lowest applicable and for	The state of the s
and the state of	11. 27:	2 2007 22 10 10 10	lowest applicable rate for	
7M2 62 - 12	n Signat		the same went of work th	
B-1		And the second	the other schedules of	
			quantities	
			ii) If the rate for any altered,	
			additional or substituted item of	24
		++-	work is not specified in the	Table 16
		#7# #7# N	schedule of quantities, the rate for	
	# 7 - 4		that item shall be derived from the	30
			Pate for the vegetat similarity	
	3	**	rate for the nearest similar item	
			specified therein. In case of	
		1.2.4	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	
72			of the particular part of works in	10
			which the deviation is involved	
		-3 -71	failing that from the lowest of the	
			nearest similar items in other	
8	50			
			schedule of quantities.	

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31- 32	12.1.2	iii) If the rate for altered, additional or substituted item of	Deleted	17		
		work cannot be determined in the		4 :		
		manner specified in sub-paras (i)		*		
		and (ii) above, then such item of		*5.		
		works shall be carried out at the	5.65			
		rate entered in Schedule of Rates				
		mentioned in Schedule 'F'				
		plus/minus the percentage by	A			
		which the tendered amount of the	E44			
		works actually awarded is higher	HAR.			
		or lower than the corresponding				
		estimated amount of the works				
		actually awarded.				
		iv) If the rate for any altered,				
		additional or substitute item of	1900			
		work cannot be determined in the	t e		48	
		manner specified in sub para (i) to				
		(iii) above, then the rate for such		1		
		item of work shall be derived from				- W
		the Schedule of Rates specified in				
	6.54	sub- para (iii) above plus/minus				
1	711	the percentage mentioned in that	The state of the s			
		sub-para. In the case of materials				
					20	
	× -	issued by the Government, issue		300		
		rates of materials, with storage	94 .			
13		charges recovered, enhanced by				
)s	two and a half percent for profits and overheads shall be adopted in		1		
		place of schedule rate plus		11		
		percentage specified in sub-				
		para(iii). Provided always that if	Ť		X	
			The state of the s	4		
		rate(s) for part(s) of the item(s) are		81		
		not available in the Schedule of	a Company			
		Rates specified above, rate for	100	40		
		part(s) of such item(s) shall be	The state of the s			
-		determined on the basis of market		Į.	X	
TE.	1	rate(s) prevailing during the			567	
1		fortnight following the date of the				
4		order plus ten percent for profit	1			
1		and overhead.	4			

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12.1.2	v) If the rate for any altered,	Deleted 7
	additional or substituted item of	Landau A. V.
	work cannot be determined in the	
180	manner specified in sub-paras(i) to	
	(iv) above, the contractor shall,	
	within 15 days of the date of	A STATE OF THE STA
	receipt of the order to carry out the	
	said work, inform the Engineer-in-	TAC VI A KANDARD A
	Charge of the rate which he	ALCOHOL:
	proposes to claim for such item of	and the second of
	work, supported by analysis of the	elegan and the second second
	rate claimed, and the Engineer-in-	
	Charge shall, within three months	La Library
*	thereafter, after giving due	
	consideration to the rate claimed	
	by the contractor, determine the	30
200	rate on the basis of market rate(s).	acamina-a-
	In the event of the contractor	
	failing to inform the Engineer-in-	The same of
	Charge within the stipulated	
	period of time, the rate which he	
	proposes to claim, the rate for such	COCACO A
3.1	item shall be determined by the	
	Engineer-in-Charge on the basis	
	of market rate (s).	CREATE NAME Y
	vi A) Except in case of items	
	relating to foundations as it exists	
(4):	at the time of commencement of	
	work (see viB below), provisions	
	contained in sub clauses (i) to (v)	A Company of the Comp
	above shall not apply to sent	1986
	altered or substituted items as individually exceed the deviation	
	individually exceed the deviation	A contract of the second
	limit specified in schedule 'F'	
	subject to the following:-	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	(a) Deviation limit shall apply to	,
	individual items.	and the second of the second o
	(b) The value of additions of	
	items, of any individual trade	
	not already included in the	6 D (59)
	contract, shall not exceed 10%	to the same of the same of
	of the Tendered value of work,	
	subject to overall deviation	
	limit as provided in vi(A)	
3 44 1	above.	

31-32

32-	12.1.2	Provided further that in case	Deleted to
33		where the original item is	7
		substituted, the Substituted item	Y .
		shall be deemed to have replaced	6.
		the original item in the sentent	*
		the original item in the contract	
	BUSINESS PAR	itself to that extent and above	
		provisions pertaining to the	
		deviations shall apply with respect	
	- 1 1 1 P	to such Substituted item and not	
SULP: 15	· 网络二次	the original item	
Same to	FEET MARKET	vi B) In case of items relating to	
719	1, Edward 1972	foundations as it exists at the time	
	The Market Con-	of commencement of work,	Militia Caracter State Control
100		quantities of which may change	
-		due to site conditions, provisions	
	Leading Te	contained in sub-Clause (i) to (v)	The second second
	Living the	above shall not apply to:	
	Company has to	(a) Value of any item of any	
1077	A PROPERTY SE	individual trade which exceed	
	3880	by more than the percentage	
4 49 3	per primare all	mentioned in Schedule 'F' of	
100 SIS	ENTA PROPERTY	the value of that trade	1
10000		included in the contract, as a	
		whole, unless the contractor	
-100		and the Engineer-in-Charge	
	F to see was in the	agree to a higher percentage	
		of any particular item.	
a apt		(b) The value of item not included	
37 364	states diff. to	in the contract in excess of	
	and the temperature to	10% of the Tendered value of	
31.11.7	Section 15	work.	
		NOTE: Individual trade means	· · · · · · · · · · · · · · · · · · ·
uset Tr	Section 1	the sub-heads into which the	44
166 175	The second second	schedule of quantities as provided	
7.27		in the contract has been divided	
400			
12	100	and in the absence of any such	
Service of	av et al.	provision in the contract the sub-	
a ale		heads as given in the schedule of	
		rates.	La contra de la contra del la contra del la contra del la contra del la contra de la contra de la contra del la contra d

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Derivatio	32-	12.2		
n, Extra	33			In the case of extra item(s
items and	- 1			the contractor may within
pricing		1856	And the second of the second o	fifteen days of receipt of orde
			45 may 2 months 2 mon	or occurrence of the item(s
			The second second second second	claim rates, supported by prope
			Manager and all property	analysis, for the work and th
				engineer-in-charge shall withi
				one month of the receipt of th
			The second secon	claims supported by analysis
				after giving consideration to th
			Personal order of the page 11.	analysis of the rates submitte
			The same of the sa	by the contractor, determine th
		100		rates on the basis of the marke
				rates and the contractor shall b
				paid in accordance with th
			CONTRACTOR STATES	rates so determined.
Derivatio	32-	12.2	STATE TO THE PARTY OF	1
	33		· placing data terrain for the	In the case of substituted
ubstitut		07	the continues continues of	items, the rate for th
d Items,			The state of the second	agreement item (to be
ricing			- In the second section is a	substituted) and substituted iten
			the second second to see	shall also be determined in the
			The second second second second	manner as mentioned in the
				aforesaid para.
(4)				a) If the market rate for the
			West Transfer of the Control of the	substituted item so determined
				is more than the market rate o
	5.4		Same Committees and St. 44 (S)	the agreement item (to b
	1		a translation of the substitute and	substituted) the rate payable to
			The state of the s	the contractor for the
			and the second section is the second	substituted item shall be the rate
			Service Control of the Control of th	for the agreement item(to be
			the second section of the section	substituted) so increased to the
			100	extent of the difference between
			As Allend in the contract of	the market rates of substituted
			The Sealing Street better 14th 30 years	item and the agreement item (to
				be substituted).
		1.5		b) If the market rate for the
		41	The state and state	substituted item so determined
				is less than the market rate o
		- X2 3	1. The state of th	the agreement item (to b
		185 4		substituted) the rate payable to
			and state the second at the	the contractor for the
			The same of the sa	substituted item shall be the rate
			The state of the s	for the agreement item (to b
			100	substituted) so decreased to th
	0			extent of the difference between
			******	the market rates of substitute
		+2		item and the agreement item(to
				be substituted).
				- Should the should be sho
1				

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Derivatio	32- 33	12.2	In the case of contract items, In
n,	33		substituted items, contract cum su
deviated			substituted items or additional su
quantities			items which exceed the limits laid the down in sub para (vi) of condition F
pricing			
			그리고 있다면 있다면 하는 그리고 있었습니다면 하네 그런 어떻게 보면 하면 이 사람들이 없는 사람들이 되었다면 하다.
			within fifteen days of receipt of o
			order or occurrence of the re
			excess claim revision of the rates, b
			supported by proper analysis, for in
			the work in excess of the above li
			mentioned limits, provided that if s
			the rates so claimed are in excess of
		. *	the rates specified in the schedule of
			of quantities or those derived in
			accordance with the provisions of
			sub para (i) to (iv) of conditions
			12.1.2 by more than five percent,
			the Engineer-in-Charge shall within
	1		three months of receipt of the
	1		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
1	3.00	ed 16 girns	the rates so determined exceed the
1020	1100	a poly that a	rates specified in the schedule of
1963	1 27 1	s inte salan	quantities or these derived in
10000	Toda '	le access the	accordance with the provisions of
111	1 15	STATE OF T	sub paras (i) to (iv) of condition
110		and the later of the later	12.1.2 by more than five percent,
		er ben i bed i	the contractor shall be paid in
			accordance with the rates so
			determined. In the event of the
			contractor failing to claim revision
1 1 2 1			of rates within the stipulated
			period, or if the rates determined by the Engineer-in-Charge within
1 38.00			the period of three months of
10/3		M STATE PARTY	receipt of the claims supported by
350	A PARTY	A 10/ Fig. 15	analysis are within five percent of
blue !		1 1 2 1 1 1 1 1 1	the rates specified in the schedule
	0 100	and the second of	
	1		
			determined in accordance with the
			provisions of sub para (i) to (iv)
			of condition 12.1.2, the
			Engineer-in-Charge shall make
	730		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

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in Schedule F, 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 one month 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.

			rocker ed	the quantities in excess of the limits laid down in sub para (vi) of condition 12.1.2	
	4	12.30			1985 S
		Libraria Toresta Toresta	it pair swelle di selo la swal heri		
		imi Nati	a all land		
-			edne vergi köv Minteriolis	to any less relative during agree to the second	
			e certifica es elster monde ce	I han area of the order of the common of the	
-		33	12.3	The provisions of the preceding paragraph shall also apply to the	The provisions of the preceding paragraph shall also apply to the
		10	•	decrease in the rates of items for the work in excess of the limits laid down in sub para (vi) of condition	decrease in the rates of items for the work in excess of the limits laid down in Schedule F , and
	**			12.1.2 provided that such decrease is more than five per cent of rates specified in the schedule of	the Engineer-in-Charge shall after giving notice to the contractor within one month 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	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 contractor within two months of receipt of order by the contractor or occurrence of the excess and after taking into	the work in question within one month of the expiry of the said period of fifteen days having
		V .		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.	

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

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

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

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