

केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/ CON/313

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI

DATED: 17.02.2021

Subject: Modification in Clause 12 of GCC 2020 for Maintenance Works.

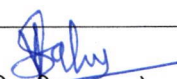
The following modifications are made in the GCC for Maintenance works.

Existing Provision	Modified Provision
Clause 12 Deviations/Variations Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for Maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.	Clause 12 Deviations/Variations, Extent and Pricing The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for other reasons and the contractor shall be bound to carry out the works in accordance with any instruction given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided. The completion cost of any agreement for maintenance works including works of upgradation, aesthetic, special repair, addition/ alteration should not exceed two times the contract amount. Deviation upto 1.25 times of contract amount shall be approved by Engineer-in-Charge with recorded reasons. Deviation beyond 1.25 times upto 1.50 times of contract amount shall be approved by SE/CE (as applicable) with recorded reasons. In exceptional case, ADG/SDG (as applicable) shall have power to approve the deviation beyond 1.50 times upto 2.0 times of contract amount with recorded reasons and take suitable corrective action.
12.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be	12.1 The time for completion of the work shall, in the event of any deviations resulting in additional cost over the tendered value, be extended if

extended, if requested by the contractor, as follows: (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge	requested by the contractor, as follows: (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge
12.2 Deviation, Extra Items and Pricing In the case of Extra Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted <u>contract amount</u>. Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.	12.2 Deviation, Extra Items and Pricing Extra items are those which are not available in the contract. For percentage rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below quoted on estimated cost put to tender. For item rate tenders, the extra item(s) which are available in the standard schedule of rates specified in Schedule F, shall be paid as per the said schedule rate plus cost index (considered in the estimated cost put to tender) plus/minus percentage above/ below worked out on the basis of overall contract amount and estimated cost of the work put to tender. In the case of extra item(s) which are not available in the standard schedule of rates specified in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the item(s), submit claim for market rate(s), supported with proper analysis of rate and manufacturer's specification for the work, invoices, vouchers, etc. (as applicable), failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits claim for market rate(s) in the manner prescribed above, the Engineer-in-Charge shall, within 45 days of the receipt of the claims, after giving consideration to the analysis of rates and other documents 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. The rate(s) of extra items so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.
12.3 Deviation, deviated Quantities, Pricing In the case of Substitute Item(s) being the schedule items (Delhi Schedule of Rates items), these shall be	12.3 Deviation, Deviated Quantities, Pricing All the deviated quantities shall be paid at agreement rates.

paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/ below quoted contract amount. Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.	
In the case of contract items, which exceed the limits laid down in schedule F, the contractor shall be paid rates at Agreement rate/Market rate whichever is lower. In case of decrease in the rates prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor	Deleted
12.4For the purpose of operation of Schedule "F", the following works shall be treated as works relating to foundation unless & otherwise defined in the contract: (i) For Buildings: All works up to 1.2 metres above ground level or up to floor 1 level whichever is lower. (ii) For abutments, piers and well staining: All works up to 1.2 m above the bed level. (iii) (iv) (v) (vi) For Roads, all items of excavation and filling including treatment of sub base.	Deleted
12.5Any operation incidental to or necessarily has to be in contemplation of tenderer while quoting filing tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.	12.5 The cost of any operation necessarily in contemplation of tenderer while quoting tender or necessary or incidental to proper execution of an item of work included in the Schedule of Quantities or in the Schedule of Rates mentioned in Schedule F, whether or not specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer or the rate given in the said Schedule of Rates, as the case may be. Nothing extra shall be admissible for such operations.

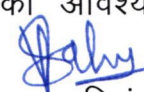
This issues with the approval of competent authority.


(वी०पी० साहु)

अधीक्षण अभियंता(सी०एंड एम०)

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प्रतिलिपि: सभी केलोनिवि तथा लोनिवि दिल्ली के अधिकारियों को आवश्यक सूचना एवं कार्यवाही हेतु। (केलोनिवि वेबसाईट के माध्यम से)

 17.02.2021
अधीक्षण अभियंता(सी०एंड एम०)