Central Public Works Department
Office Memorandum
No. DG/CON/Construction 2023/03
ISSUED BY THE AUTHORITY OF DIRECTOR GENERAL, CPWD

Nirman Bhawan, New Delhi Dated 06.12.2023

Subject: Modifications in Clause 12 and Schedule F for Clause 12 of GCC 2023 for Construction Works

The following amendments are made in the GCC 2023 Construction Works.

Existing provision	Modified provision
CONDITIONS OF CONTRACT **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xv) (xvi) No provision (xvii) No provision	**CONDITIONS OF CONTRACT** **Definitions** 2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:- (i) to (xv) **No change** **(xvi) Extra items** are those items which are not available in the contract. a. **Non Schedule Extra Items** are those items which are not available in the Standard Schedule of Rates specified in Schedule F. b. **Scheduled Extra Items** are those items which are available in the Standard Schedule of Rates specified in Schedule F. **(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra items and deviations and escalation admissible as per agreement etc.**
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	**Clause 12 Deviations/ Variations Extent and Pricing** No Change

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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.	**Deleted**
No provision	**The completion cost shall, in no case, exceed 1.5 times the contract amount.** **Contractor will devise a system to keep a watch on quantum of work taken up vis-a-vis balance items required to complete defined scope of work and will give the alerts to Engineer-in-Charge before taking up extra items, deviations so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.**

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	Engineer-in-Charge will verify and confirm the alerts before assigning deviations and / or extra items to the contractor. If additional work(s) is required to complete defined scope of work beyond above limit then Engineer-in Charge may take up such work(s) separately. The contractor will not have any claims whatsoever on this account.
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 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	12.1 The time for completion of the works shall, in the event of any deviations **and extra items** resulting in additional cost over the **contract amount will** be extended, if requested by the contractor, as follows : i. In the proportion **to** the additional cost of work, bears to the original **contract amount** plus ii. 25% of the time calculated in (i) above.
12.2 Deviation, Extra Items and Pricing In the case of extra item(s) (items which are not available in the contract), 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	**12.2 Deviation, Extra Items and Pricing** **a) Non Schedule Extra Items** - The contractor may, within fifteen days of the receipt of order **to execute extra item** or occurrence of the item(s), submit **analysis of rate of extra item(s) based on the rates of materials available in basic rate of Standard Schedule of Rate mentioned in schedule F and market rates of the materials which are not available in standard schedule of rate mentioned in schedule F. For this purpose, the basic rate of materials available in Schedule of Rates mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case**

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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.	**may be.** **The rates of the materials which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bills for the material as defined in** manufacturer's specification. **Material rates from Standard Schedules of Rates shall be given priority in the analysis of rates.** **The rate of extra item will be:-** **i. Analyzed rates as above multiplied by (tender amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.** **ii. Analyzed rate, if the tendered amount is above the estimated amount put to tender.** Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding. Where the contractor submits **analysis of rate of extra items** in the manner prescribed above, the Engineer-in-Charge shall, within **60** days of the receipt of the **analysis of rate**, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rate**(s) of extra items.** The contractor shall be paid in accordance with the rates so determined. **However provisional rates on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for materials not available in the Standard Schedule of Rates mentioned in Schedule F. The extra items rate shall be finalized only after submission of tax paid bills by**

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	the contractor to the Engineer-in-Charge as required above. The Engineer-in-Charge may apply the discount available in the market on the rate of materials taken from tax paid bills.
(b) No Provision	**b) Scheduled Extra Items** **i. For percentage rate tenders, the extra item(s) shall be paid as per the Standard Schedule of Rates, mentioned in Schedule F, enhanced or reduced by the applicable cost index and further enhanced or reduced by percentage above/ below quoted by the contractor on estimated cost put to tender.** **ii. For item rate tenders, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (tender amount divided by estimated cost put to tender).**
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.	**Deleted**

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Deviation, deviated quantities, Pricing In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rate and invoices, vouchers, etc. (as applicable), for the quantity in excess of the above-mentioned limit. The Engineer-in-Charge shall within 45 days of 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) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable.	**c) Deviation, deviated quantities, Pricing** In the case of contract items which exceed the limit laid down in Schedule F, the contractor may within fifteen days of the receipt of order or occurrence of the excess, claim revision of the rates, supported with proper analysis of rates **and other documents, as per procedure described in para 12.2(a) or 12.2(b)** (as applicable), for the quantities in excess of the above-mentioned limit. The Engineer-in-Charge shall within ~~45~~ **60** days of receipt of the claims, after giving consideration to the analysis of rates and other documents submitted by the contractor, determine the rates and the contractor shall be paid in accordance with the rates so determined. **In case, the contractor fails to submit his claim for revision of rates within 15 days of the receipt of order or occurrence of the excess, the Engineer-in-Charge shall determine the rate(s) of such items in accordance with para 12.2 (a) and 12.2 (b) without giving any notice to the contractor. The rates so determined by the Engineer-in-Charge shall be final and binding.** The rate(s) **of extra items and deviated items** so determined by the Engineer-in-Charge shall be final and binding on the contractor.
12.3 In the case of contract items which exceed the limit laid down in Schedule F, the Engineer-in-Charge shall after giving notice to the contractor within 30 days of submission of that bill by the contractor which contains such item(s), and after taking into consideration any reply received from the contractor within 15 days of the issue of such notice, reduce the rate for quantity in excess of the above-mentioned limit on the basis of market rates, within 30 days of the expiry	**Deleted**

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of the said period of 15 days, and the contractor shall be paid in accordance with the rates so determined. The rate(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor, and shall not be arbitrable	
12.4 The cost of any operation necessarily ..... admissible for such operations.	**12.3** The cost of any operation necessarily ..... admissible for such operations.
12.4 No provision	**12.4 Cost index** **Latest available Cost index at the time of beginning of execution of extra item and deviation shall be used in sub-clauses 12.2 (a), 12.2 (b) and 12.2 (c) for calculation of rates of extra items.**
12.5 No provision	**12.5 Labour rates** **Labour rates will be based on latest available circulars issued by Central Govt. or State Govt. whichever are higher as well as applicable for the work.**
PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders) **SCHEDULE 'F'** **Clause 12** Authority to decide deviation upto 1.5 time of tendered amount	**PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)** **SCHEDULE 'F'** **Clause 12** Deleted
12.2 & 12.3 Deviation Limit beyond which clauses12.2 & 12.3 shall apply for building work	12.2 **(c)** Deviation Limit beyond which clauses12.2 **(c)** shall apply for building work .....

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12.4 (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items) ..... (ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items	(i) Deviation Limit beyond which clauses 12.2 **(c)** shall apply for foundation work (except items mentioned in earth work subhead in DSR and related items) ..... (ii) Deviation Limit for items mentioned in earth work subhead of DSR and related items .....

This OM is applicable for all NITs issued w.e.f. date of issue of this OM. This issues with the approval of DG CPWD.

06.12.2023

(V.P. Sahu)

Superintending Engineer (C&M)

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All CPWD and PWD officers for information and necessary action.

(Through CPWD website.

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