केन्द्रीय लोक निर्माण विभाग

कार्यालय ज्ञापन

No. DG/CON/Maintenance 2023/03

ISSUED BY AUTHORITY OF DIRECTOR GENERAL, CPWD

NIRMAN BHAWAN, NEW DELHI **Dated: 18.12.2023**

Subject: Modifications in Conditions of Contract, Clause 12 and Schedule E and F of GCC 2023 for Maintenance Works

The following amendments are made in the GCC 2023 Maintenance 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 (x)(a)	**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 (x) (a) **No change**
(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued upto the date of receipt of the tender.	(x) (b) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender documents or the standard Schedule of Rates of the government mentioned in Schedule 'F' hereunder, with the amendments thereto issued **previous day of the last date of submission of the tender.**
(xi) to (xv)	**(xi) to (xv) No change**
(xvi) No provision	**(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) No provision	**(xvii) Completion cost: The completion cost includes gross amount of work done, amount of extra item(s) and deviation(s) and escalation amount admissible as per agreement etc.**

18/12/2023

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(xviii) No provision	**(xviii) Maintenance work:** Maintenance work(s) are those work(s) which includes upgradation, aesthetic improvement, special repair, addition/ alteration, annual repair, comprehensive maintenance work 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 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.	**Clause 12 Deviations/ Variations Extent and Pricing** **No change**
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	**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 item(s), deviation(s) so that completion cost does not exceed above limit. Work executed beyond above limit will neither be recorded nor be paid.**

R.K. JAIN 2023
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times of contract amount with recorded reasons and take suitable corrective action.	**Engineer-in-Charge will verify and confirm the alerts before assigning deviation(s) and / or extra item(s) 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 claim(s) 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 deviation**(s) and extra item(s)** 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 **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	**12.2 Deviation, Extra Items and Pricing** **Deleted** **Deleted**

R.K. JAIN 4603
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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),	**(a) Non Schedule Extra Item(s)** - The contractor, **shall** within fifteen days of the receipt of order **to execute extra item(s)** or occurrence of the item(s), submit **analysis of rate of extra item(s) based on the rate(s) of material(s) available in basic rate of Standard Schedule of Rate mentioned in schedule F and rate(s) of the material(s) based on tax paid bills which are not available in standard Schedule of Rate mentioned in schedule F. For this purpose, the basic rate of material(s) available in Schedule of Rate(s) mentioned in Schedule F will be enhanced or reduced by the applicable cost index, as the case may be.** **The rate(s) of the material(s) which are not available in Standard Schedule of Rates, mentioned in Schedule F, shall be based on, tax paid bill(s) for the material(s) as defined in** manufacturer's specification. **Material rate(s) from Standard Schedules of Rate(s) shall be given priority in the analysis of rate(s).** **The rate of extra item will be** **i. Analyzed rate(s) as above multiplied by (Contract amount divided by estimated cost put to tender), if tendered amount is below the estimated amount put to tender.** **ii. Analyzed rate, if the Contract 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.	Failing which the rate(s) approved later by the Engineer-in-Charge shall be final and binding.

R.K. JAIN 19/4/2023
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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.	Where the contractor submits **analysis of rate(s) of extra item(s)** 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 item(s).** The contractor shall be paid in accordance with the rate(s) so determined. **However provisional rate(s) on the basis of invoice will be allowed by the Engineer-in-Charge. Invoice shall be accepted only for material(s) not available in the Standard Schedule of Rates mentioned in Schedule F.** **The contractor while submitting the tax paid bill of purchased material(s) shall ensure that rate(s) of the materials are reasonable and lowest available in the market. If Engineer-in-Charge feels rates in tax paid bill(s) submitted by contractor are not reasonable then he can modify the rate(s) after giving a notice to the contractor. Engineer-in-Charge is the final authority to decide applicable rate(s) of material(s).**
(b) No Provision	**(b) Scheduled Extra Items** **i. For percentage rate tender, 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 tender, the extra item(s) shall be paid as per the said schedule rate enhanced or reduced by the applicable cost index and multiplied by (Contract amount divided by estimated cost put to tender).**

18/4/2023
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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.	The rate(s) of extra item(s) so determined by the Engineer-in-Charge shall be final and binding on the contractor.
12.3 Deviation, Deviated Quantities, Pricing **All the deviated quantities shall be paid at agreement rates**	**12.3 No change**
12.4 The case of any 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.	**12.4 No Change**
12.5 No provision	**12.5 Cost index** **Latest available Cost index at the time of beginning of execution of extra item(s) shall be used in sub-clauses 12.2 (a) and 12.2 (b) for calculation of rate(s) of extra item(s).**
12.6 No provision	**12.6 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 'E'** Reference to General Conditions of Contract	**PROFORMA OF SCHEDULES (Separate Performa for Civil, Elect.& Hort. Works in case of Composite Tenders)** **SCHEDULE 'E'** Reference to General Conditions of Contract : **(GCC EPC Projects 2022/ GCC Maintenance Works 2023/ GCC Construction Works 2023)**

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	Applicable GCC is ..... as modified & corrected upto previous day of the last date of submission of the tender. **(NIT approving authority to mention one GCC in the space provided above)**
SCHEDULE 'F' GENERAL RULES & DIRECTIONS: Officer inviting tender ..... Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3. See below	**SCHEDULE 'F'** GENERAL RULES & DIRECTIONS: **No Change** **Deleted**
9 (ii) Standard CPWD contract Form GCC 2020, CPWD Form 7/ 8 as modified & corrected upto	9(ii) Standard CPWD contract Form **General Conditions of Contract Maintenance Works 2023,** CPWD Form 7/ 8 as modified & corrected upto **previous day of the last date of submission of the tender.**
Clause 12 12.2 Deviation Limit beyond which clauses 12.2 shall apply for building work	**Clause 12** **Deleted**

This issues with the approval of DG CPWD.

18.12.2023
(वी. पी.साहू)
अधीक्षण अभियंता(सी.एंड एम.)

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

18/12/2023
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