SCC, Part B – Specific Provision

Conditions	Sub-Clause	Specific Provision
Variation in the Bill of Quantities	13.3.1	**Sub-clause 13.3.1 Variation in the Bill of Quantities in GC is replaced with the following entirely**. (A) This sub clause shall be applicable to Schedules of measurement Contracts. This clause shall also be applicable to Item rates / Provisional Sum Schedules of Lump-Sum Contracts. (i)The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. Some items/group of items may have to be altered, added or omitted. The Contractor shall be bound to carry out and complete the stipulated work as instructed by the Engineer, irrespective of the magnitude of variations including additions, alterations or omissions in the Bill of Quantities, individual items or group of items, specified in the Bill of Quantities. Such variations shall be paid as follows: a) At the accepted rates of the Contract for Positive variation in quantities to the extent of 25%, except in the case of (b) and (c) below. Unless otherwise specifically provided for in the Bill of Quantities or elsewhere in the Contract, the variation limit of 25% shall be applicable to a group of items mentioned therein and not to individual items. In case of variation in quantities on minus side, contract rates will be payable for executed quantities. b) In case of foundation work and Earthwork, aforesaid Variation limit of 100% applies and Contractor shall carry out the Work, at the accepted rates of the Contract. Rate for the varied quantity beyond 100% shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before execution of the extra quantity. However, this is subject to variation limits and rates mentioned in clause c) below . c) Variation in the quantity of items individually costing up to 1% of total Original Contract Price or 50 lakh, whichever is less, shall be payable at the accepted rates of the Contract, till the value of such individual Item on account of Variation reaches up to 2% of the total Original Contract Price or 1 crore, whichever is less. Negotiation of rates for such items shall be conducted only for the exceeded quantity beyond 2% of the Original Contract Price or 1 crore, whichever is less. d) In case the variation in the group of items as stipulated above, is more than 25% on plus side, the rates for the varied quantity beyond 25% in the items of this group shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at before actual execution of the extra quantity. However higher variation limits as mentioned in clause b) and c) above shall be applied wherever applicable. Group of items means subheads defined in the various schedules of the BOQ. (ii) Schedules having Provisional Sum (containing only rates of items but without quantities) / Items having Provisional Sum (e.g. referring to Standard Schedules of Rates etc.):

a) At the accepted rates of the Contract for Positive Variation in Provisional Sum to the extent of 25%. In case of Variation in Provisional Sum on minus side, Contract rates will be payable at the accepted rates of the Contract for the executed quantities.
b) In case the Variation in Provisional Sum as stipulated above; is more than 25% on plus side, the rate for works under item A.(ii) beyond 25% Variation In Provisional Sum shall be negotiated between the Engineer and the Contractor and mutually agreed rates arrived at, before its execution

B. Deriving Rates For New Items / Negotiation.

This Sub-clause shall be applicable to all Schedules of BOQ including Lump- Sum Schedule.

(i) In case Engineer introduces an item for which the Contract does not contain any rates or prices applicable to the varied Works, the rate of such items shall be derived, wherever possible, from rate for similar items available in the Bill of Quantities of the accepted Tender. In case this is not possible, the rate may be decided on the following basis:

(a) Cost of Materials at current market price, as actually utilised in the final finished Permanent Works, including a reasonable percentage for wastage and transportation

(b) Cost of enabling works If any (unless provided for separately) worked out on the above basis but with less stringent quality. Specifications minus salvage value of serviceable material released after completion of Work and cost of material released as scrap.

(c) Cost of labour actually used at the site of Work at rates under Payment of Minimum Wages Act for the area of Work for each category of worker, further enhanced by a percentage of 10% of the aforesaid rates to account for labour not directly utilised at Site and other ancillary and incidental expenses on labour.

(d) Hire charges for Plant & Machinery, scaffolding, shuttering, forms, etc., required to be used at the site of the work. The tools used by the various trades shall not be counted as Plant & Machinery for this purpose

(e) An amount of 20% of items B.(i) a), b), c) and d) above to allow for Contractor's overheads Including water/electricity charges and labour cess etc., profits and corporate taxes etc. No such percentage shall be applicable to the estimated cost of Materials supplied free of cost to the Contractor

(f) In all cases where extra Items Work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for its execution arises.

In the event of disagreement in respect of items A (i) b), A (i) e), A (ii) b) and B (i) above, the Engineer shall fix such rates of price as are, in his opinion appropriate and shall notify the Contractor accordingly, with a copy to the Employer. Until such time as rates or prices are agreed or fixed, the Engineer shall determine provisional rates or prices to enable on-account

		payments to the Contractor. Alternatively, in the event of disagreement, the Contractor shall have no claim to execute extra quantities/new items and the Engineer shall be free to get such additional quantities beyond 25%/new items executed through any other Agency. However, If the Engineer or the Employer so directs the Contractor shall be bound to carry out any such additional quantities beyond the limits stated above original quantities and/or new items and the disagreement or the difference regarding rates to be paid for the same shall be settled in the manner laid down under the conditions for the settlement of dispute.