

CIRCULAR**Sub:- Modification in GCC and addition in special condition of contract.**

The following clauses of the GCC are modified and shall be incorporated under special conditions of the contract.

- 1) Use of work site area.
- 2) Delay in Completion of works
- 3) Price variation clause.

The following clauses are added:-

- 1) Unbalanced bids
- 2) Instruction of the Engineers and levy of fine in case of non-compliance
- 3) Revised definitions of contract price/sum.

All the SE's and EE's are requested to note the above and incorporate the above changes/clauses in the Special Condition of Contract while preparing the DTP.

This circular supercedes the earlier circular no.CIDCO/SE(HQ)/2013/924 dtd.22/08/2013.

It is issued as per the approval of VC&MD.

*A2Pawan*  
03/09/13  
SE(HQ)

All SE's ( *HQ* )  
All EE's ( )

C.C. for information, pl.

1. CE(N)
2. CE(S)
3. CE(SP)

*el p/A*

*A3/D*  
06/09/13

सिडको  
अ. (मुख्यालय)  
अ. क्र. 1262  
दिनांक: 05/09/13.

# **I. Use of Works site area:**

The bidders, in the bid documents, shall be provided with the size(s) and location(s) of area(s), free of cost, earmarked for various requirements arising during the course of execution of the scope of work put to the bid document. This shall be indicated in the plan showing the site area location. These area(s) shall be termed as Work site Area(s) and may be at one place and in one piece or at multiple locations in pieces of varying sizes and shapes. The bidders shall be permitted to enter for inspection purposes only. While preparing and working out their offers bidders shall take note of conditions and requirements for use of the work site area(s) as provided in this clause.

- a) The successful bidder (Contractor) shall take possession of the work site area(s) with prior written permission of the Engineer only.
- b) The Contractor shall submit a detailed plan and design, utilizing the area(s) in the most optimal manner, for the use of such area(s) and obtain written approval from the Engineer prior to erecting any and all temporary structures on them or making any arrangements that may cause to change their status. Additional requirement of area, if any, shall be communicated by the Contractor to the Corporation along with this planning and, if the need is found to be genuine, necessary and possible to be fulfilled, the Engineer will endeavor to fulfill it in 10 working days or any reasonable time period as communicated by the Engineer.
- c) Costs related to erecting any and all temporary structures, obtaining temporary water and electricity connections and any other facilitation that may be required for readying the area(s) for the purposes of execution of the entire scope of Works etc. shall be borne entirely by the Contractor and such costs shall be deemed to be included in the offer. The work site area(s) are allocated on "as is where is" basis and the Contractor shall be deemed to have carried out traffic studies, route lengths etc. and the offer shall be deemed to include all transportation costs. No claims on account of these costs or any and all requests for extensions of time period on this account shall be considered by the Corporation under any circumstances.
- d) During execution of the Works the Contractor will be allowed to use such work site area(s) for the purpose of erecting temporary sheds, offices thereon for themselves, site office for the Engineer and his subordinates, labor hutments, reinforcement yard, RMC yard, pre-casting yard etc. in accordance with the explicit requirements of the execution scope and methodology.
- e) The Contractor shall not use, or allow to be used, any and all such open grounds, sheds, offices or yards or any other portion of the Works site area(s), for any purpose other than the carrying out of the execution of the scope as per the Works under the Contract.

The Contractor shall remove any and/or all such temporary structures from the area(s) at the completion of the Works, and no notice of such removal from the Engineer shall be necessary except the Work Completion Certificate issued by the Engineer, or earlier whenever required to do so by the Engineer after receiving 7 days' notice. He shall make good any damage which may have been done and restore to good condition anything which may have been disturbed during the period of his occupation. The Work Site Clearance Certificate from the Engineer, that the Contractor has removed any and/or all such temporary structures from all the area(s), shall be a mandatory document for

release of the Final Bill of the Contractor and availability of such document shall be an express requirement for forwarding the final bill documents for purpose of payment.

In case the Contractor does not comply or delays the compliance unreasonably, the removal of any and all temporary structures, materials etc. and making good any and all damages which may have been done and restore to good condition anything which may have been disturbed during the period of his occupation of the Work Site Areas by the Contractor shall be carried out by the Corporation at the entire risks and costs of the Contractor, along with the administrative costs of 24.5% (**Twenty four point five Percent**), and the Contractor shall not have any claims, whatsoever, in this respect of the costs that are payable by him, then or at any later stage. Further the Contractor shall be debarred from participating in any and all bid processes of the Corporation for the next 36 months, starting from the month succeeding the month of such disbarment.

## **II. Delay in completion of Works, or sections thereof, and levy of Liquidated Damages (LD)**

**"Time is the essence of the Contract"**. The successful bidder shall take the utmost serious note of this fact and, based on the time period specified in the NIT, prepare a detailed schedule of execution of all activities to complete the entire scope of work within the prescribed time limit. For major works (Accepted Price of INR 10 Crores and above) the schedule shall mandatorily be milestones based with start & end dates and values for each milestone. If the entire scope of work is divided into one or more parts, then separate schedules for execution for each such identified part shall be prepared and based on the Accepted Price (as per limit mentioned above for major works), quantum and complexity of the part of work the schedule shall be essentially milestones based with start & end dates and values for each milestone. The schedule(s) shall include program for deployment of resources (technical & other manpower, equipment & machinery and requirement of funds, drawings, designs and decisions from the Corporation) and shall be based on standard industry & project management practices. A lop-sided or unbalanced schedule shall be summarily rejected, and the Engineer shall be the sole and entire judge as to the lop-sidedness or unbalance of the schedule. The Contractor shall obtain written approval from the Engineer for such schedule(s), original or revised, within one month from commencement date of the contract as per requirements set forth herein and by the Engineer.

In case of the Contractor is not taking part or exhibiting a lack of interest in preparation, submission or seeking approval of the first schedule or does not cooperate and coordinate fully in the subsequent evaluation exercise, the exercise shall be completed by the Engineer, and his team, based on his own experience, perception and beliefs and the Contractor shall not be entitled to raise any claims, whatsoever, in this respect then or at any later stage on this account. Further a fine for such show of no or inadequate interest on the part of the Contractor, the Engineer being the sole and entire judge for such lack of interest, of INR 2.0 Lakhs (Indian Rupees Two Lakhs only) per stage of evaluation, provided that, the total fine shall be limited to INR 10 Lakhs (Rupees Ten Lakhs only).

This **approved first schedule** shall be the primary schedule (Base line program) for the purposes of close monitoring and evaluation of the performance of the Contractor. For the purpose of this clause, each part of work, wherever so identified, shall be treated and dealt with as an independent work and the provisions of this clause, whether for interim or final evaluations, shall be applied on this basis only.

**Interim Evaluation(s)**: For all major works there shall be mandatory evaluations (**based on financial values**) at each milestone of the overall schedule and action taken as per steps below. In case of milestones not appearing at any or all of the 25%, 50% and 75% of the total time period (time period

as per NIB and extensions granted for delays not attributable to the Contractor), mandatory evaluations, in addition to evaluation at each and all milestones, shall be carried out at any or all of the 25%, 50% and 75% of the total time period. For other works there would be mandatory interim evaluations at the time 25%, 50% and 75% of the total time period of the Works is completed. The exercise of evaluation of actual progress versus planned progress, based on the first approved schedule, shall be conducted and the Contractor shall be required to cooperate and coordinate fully with the Engineer, and his representatives, in such evaluation.

- a) The total delay, if any, shall be analysed and bifurcated into delays into two parts i.e. delays for which the Contractor is not responsible (Delay due to factors beyond reasonable contract of the contractor) and the rest of the delay shall be considered as delays for which the Contractor is solely and unambiguously responsible.
- b) For the amount of delays, for which the Contractor is not responsible, an extension of time period shall be granted, subject to the Contractor not seeking any claim whatsoever on this account and completing all contractual requirements. During the time period, stipulated in the NIT or including extension granted for delays for which the Contractor is not responsible, no other interim extensions of time shall be requested for by the Contractor, such requests being mandatorily liable to summary rejection, or shall not be considered or granted by the Corporation.
- c) In case of no delay the first approved schedule shall remain unchanged and works shall proceed without any changes.
- d) In case of delay, owing entirely to lack of diligence on part of and fully attributable to the Contractor, the Engineer shall set aside an amount equal to 0.10% of the amount of delay per week, or part thereof, as an interim deposit for the period between the two evaluations; provided that if by the later milestones the Contractor covers up the delay while not creating any new delay for such later stage then the interim deposit(s) set aside by the Engineer shall be released to the Contractor, free of interest. Provided further that if by the final evaluation such delay is not covered by the Contractor then the total Interim deposit shall be adjusted against the LD to be levied upon the Contractor.
- e) If, at the 75% stage, a backlog of 20% or more is found, owing entirely to lack of diligence on part of and fully attributable to the Contractor, the Corporation may, at its sole and entire discretion, split the total scope of Work and appoint additional agency to expedite the completion of the Works. The scope allocated to the additional agency shall be carried out at the entire risks and costs of the defaulting Contractor, along with the administrative costs of **24.5% (Twenty Four point five Percent)**, and the Contractor shall not have any claims, whatsoever, in the respect of quantum of curtailment or the costs that are payable by him as a result of such curtailment, then or at any later stage.
- f) The contractor shall revise the schedule as per the guidelines and requirements above, and deploy resources in all earnest to complete the work, as per the original scope or curtailed scope as the case may be, within the time period, as stipulated in the NIB or including extension granted for delays for which the Contractor is not responsible, as the case may be.

**Final Evaluation:** At the end of the stipulated time period, for the entire works or specially identified part(s), as the case may be including any and all extensions granted for delays for which the Contractor is not responsible, a mandatory exercise of evaluation of actual progress versus planned progress, based on the first approved schedule, or the revised approved schedule as the case may be, shall be

conducted and the Contractor shall be required to cooperate and coordinate fully with the Engineer, and his representatives, in such evaluation.

- a) If the Contractor is found to be lagging and has not completed the Works in their entirety then the Contractor shall be liable to pay of LD.
- b) The amount on which LD shall be levied shall be worked out by bifurcating the Contract Sum into two parts as under:
  - i. If the original work scope was divided into parts, each with its date of commencement and completion stipulated, then the Engineer shall determine which of these parts can be taken over from the Contractor and **put to its intended use**. The contract amount of these parts shall be taken as that which has been paid in the bills including payments for items in the BOQ, the extra items and price variation adjustments. (Amount A)
  - ii. If no parts as in i above exist then Engineer shall determine which part(s) of the entire scope of work can be taken over from the Contractor and **put to its intended use**. The contract amount of these parts shall be taken as that which has been paid in the bills including payments for items in the BOQ, the extra items and price variation adjustments. (Amount A)
  - iii. Provided that if any specified parts or part of any Works (where no parts have been identified) have been duly completed, tested and commissioned by the Contractor in accordance with the requirements of these contract documents and are not being put to their intended use for any reason(s) whatsoever which are unambiguously not attributable to the Contractor, the amount of such parts or part of Works shall be included in the Amount A above
  - iv. The balance amount to be arrived at by reducing the sum in i. above from the total Contract Sum (including price variation adjustments). (Amount B)
- c) The rate of LD (per month) shall be the SBI PLR for medium term as given on its official website (taken at a per month rate in percentage) prevalent at the end of the stipulated time period, including any extensions thereto for delays not attributable to the Contractor.
- d) On the amount A, no LD shall be levied.
- e) On the amount B, LD shall be levied at the rate arrived at in c) above for the entire extended period.
- f) The maximum period of delay, for which the Contractor is solely and unambiguously responsible, shall normally be 25% of the time period stipulated in the NIT. In this case the upper limit for levy of LD shall be 7.5% of the Contract Sum.
- g) If the scope of works is not completed by the Contractor by the end of the stipulated time period, including any extensions thereto for delays for which the Contractor is not responsible, and the extension granted with levy of LD, i.e. 25% of the time period stipulated in the NIT, and if the Corporation wishes to and if the Contractor agrees to, with unconditional acceptance and without any claims whatsoever, the period for completion of the works may be extended till such time the entire scope of works is completed by the Contractor. Provided that such further extension shall be granted only with levy of LD and the upper limit to the levy of LD (7.5% of the Contract Sum) shall cease to exist. Provided that, if the Corporation does not wish to grant any extensions thereto, the Contract shall be summarily closed and the balance work got completed by another agency or contractor, as expediently possible, at the entire risks and

- costs to the defaulting Contractor along with the administrative costs of 24.5% (Twenty four point five Percent) and the Contractor shall not have any claims, whatsoever, in this respect at that stage or later. Further the Contractor shall be debarred from participating in any and all bid processes of the Corporation for the next 36 months, starting from the month succeeding the month of such disbarment.
- h) If the Works' scope is not completed by the Contractor at the end of the stipulated time period, including extensions granted for the delays not attributable to the Contractor as well as the 25% additional extension permissible for delays attributable to the Contractor and for which LD is levied and the Corporation does not wish to grant any further extensions thereto, the Contract shall be summarily closed and the balance work got completed by another agency or contractor as expediently possible at the entire risks and costs to the defaulting Contractor along with the administrative costs of 24.5% (Twenty four point five Percent) and the Contractor shall not have any claims, whatsoever, in this respect at that stage or later. Further the Contractor shall be debarred from participating in any and all bid processes of the Corporation for the next 36 months, starting from the month succeeding the month of such disbarment.
  - i) At the stage of final evaluation, when it is established that the Contractor is liable to pay of LD, the Engineer shall peg the Indices and average rates of the base materials to the levels corresponding to the date from which LD is levied. Pegged indices/ rates as well as actual indices/rates prevailing at the time of calculation of price variation for the period under consideration will be compared and lower of the two will be taken for the calculating actual price variation amount. No pegging of indices or average base rates shall be applicable or implemented during first or any and all interim evaluations.
  - j) The action of invoking debarment shall be for not one such default but for more than one defaults.

Any and all amounts recoverable from the Contractor under the provisions of the clause shall be adjusted or set off against any sum payable to the Contractor under this or any other Contract with the Corporation. In the delay analysis to be undertaken by the Engineer, delays on account of usual business risks which an experience and resourceful contractor is supposed to evaluate and absorb, shall not in any event, be considered as delays not attribute to the contractor.

### III. Price Variation Clause

1. The amounts payable to the contractor, valued at base indices in accordance with the Bill of Quantities, shall be adjusted for rises or falls in the indices for labour, materials (excluding cost of base rate materials) and fuel. The Special Conditions of Contract includes a list of percentages, for each of these components i.e. labour, material and fuel, which shall be used appropriately in the formulae provided hereunder. In addition to this for some selected materials (herein referred to "base rate materials" in these bid/contract documents) such as cement, steel, bitumen, CI/DI pipes etc. the amounts payable to the Contractor shall be adjusted by rises or falls in prices by addition or deduction of the amounts determined by the formulae prescribed hereunder. The list of such base rate materials, as deemed applicable by the Corporation (for the scope of work put to this bid/contract) along with their respective base prices (as on 30 days prior to the stipulated/revised date of submission of the Bids) as also available on the website of the Corporation ([http:// www.cidco.maharashtra.gov.in/](http://www.cidco.maharashtra.gov.in/)), is

included in the Special Conditions of Contract. The Contractor shall abide by these lists and the contents thereof and no request for revision, inclusion or exclusion to these lists shall either be made by him or the Corporation shall consider such a request, which shall automatically stand summarily rejected.

The amount to be added to or deducted from the Payment Certificates (PC) for changes in Cost shall be determined from the following formula.

$$V_A = V_L + V_M + V_F + \Sigma V_S$$

Where,

$V_A$  = total Amount (arrived at by algebraic addition) to be added to or deducted from payment certificate (PC)

$V_L$  = Amount to be added to or deducted from PC for changes in cost due to labour

$V_M$  = Amount to be added to or deducted from PC for changes in cost due to all materials (excluding base rate materials)

$V_F$  = Amount to be added to or deducted from PC for changes in cost due to POL

$\Sigma V_S$  = Amount to be added to or deducted from PC for changes in cost due to base rate materials

**A. Formula for Labour Component:**

$$V_L = 0.85 \times \frac{P_L}{100} \times (R - B) \times \frac{(L_t - L_o)}{L_o}$$

Where,

$V_L$  = Increase or decrease in the cost of work during the month under consideration due to changes in indices for labour

$P_L$  = Percentage of labour component of the work as provided in the SCC

$R$  = Cost of work done during the period under consideration including the outstanding secured (material) advance, payable along with the payment certificate, arrived at with the rates put to the BOQ and in accordance with the terms and conditions of the contract

$B$  = Cost of base rate materials, arrived at using the base rates, as applicable for the month preceding the stipulated/revised date of submission of Bids, consumed in the work during the period under consideration

$L_t$  = The average Consumer price index for industrial workers for the centre specified in SCC for the month under consideration as published by Labour Bureau, Ministry of Labour, Government of India

$L_c$  = The average Consumer price index for industrial workers for centre specified in SCC for the month preceding the stipulated/revised date of submission of Bids, as published by Labour Bureau, Ministry of Labour, Government of India

**B. Formula for Materials Component:**

$$V_M = 0.85 \times \frac{P_M}{100} \times (R - B) \times \frac{(M_1 - M_0)}{M_0}$$

Where,

$V_M$  = Increase or decrease in the cost of work during the month under consideration due to changes in indices for local materials other than base rate materials

$P_M$  = Percentage of local materials component (other than base materials) of the work

$M_1$  = the all India average wholesale price index (all commodities) for the month under consideration as published by Ministry of Industrial Development Government of India, New Delhi

$M_0$  = The all India average wholesale price index (all commodities) for the month preceding the stipulated/revised date of submission of Bids, as published by the Ministry of Industrial Development Government of India, New Delhi

**C. Formula for Petrol, Oil and Lubricant (POL) Component:**

$$V_F = 0.85 \times \frac{P_F}{100} \times (R - B) \times \frac{(F_1 - F_0)}{F_0}$$

Where,

$V_F$  = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants

$P_F$  = Percentage of fuel and lubricants component of the work

$F_1$  = the average official retail price of HSD at centre specified in SCC during the period under consideration, including all taxes and levies

$F_0$  = Average price of HSD at centre specified in SCC including all taxes and levies for the month preceding the stipulated/revised date of submission of Bids

**D. Price adjustment for Base Rate Material(s):**

Price adjustment for increase or decrease in the cost of base rate material consumed by the Contractor shall be paid in accordance with the following formula:

$$V_S = Q_S \times (S_1 - S_0)$$

Where



$V_s$  = Increase or decrease in the cost of work during the month under consideration due to Changes in the rates for base rate material

$Q_s$  = Quantity of Base Rate Material consumed during the period under consideration

$S_0$  = Base rate of Base Rate Material for the month preceding the stipulated/revised date of submission of Bids

$S_1$  = Average rate of base rate material during the period under consideration as per the website of the Corporation or actual procurement price based on purchase order & invoice vouchers as produced by contractor whichever is less

**Notes:**

- a. The Operative Period of the Contract shall mean the period from Commencement Date and ending on the date when the time allowed for the work specified in the work order expires, taking into consideration the extension of time, if any, for completion of the Work granted by Engineer under the relevant clause or the conditions of Contract. The decision of the Engineer as regards the Operative Period of the Contract shall be final, conclusive and binding on the Contractor.
- b. This price variation clause shall be applicable to all contracts of Contract price more than Rs. 10 Lakhs.
- c. Price variation for varied items shall be operated as under:
  - i. If the rate has been taken as that of an item existing in the BOQ, or any one part of the BOQ to another, then price variation shall be operative from the date of execution of the varied item
  - ii. If the rate has been derived from that of an item existing in the BOQ, or any one part of the BOQ to another, and using base rates of base rate materials then price variation shall be operative from the date of execution of the varied item
  - iii. If the rate of the varied item is derived or taken from the latest schedule of rates then the base indices shall be taken as those average for the month prior circulation of such schedule of rates and the base rates for base rate materials to be consumed in the varied item shall be as that provided in the schedule of rates. The price variation shall be operative from the date of execution of the varied item
  - iv. If the rate of the varied item is derived based on the market rates then the base indices shall be taken as average for the month prior to the month during which the market rates were taken for all components except base rate materials. The base rates for base rate materials to be consumed in the varied item shall be as those provided in the latest list circulated by the Engineering Headquarters of the Corporation. The price variation shall be operative from the date of execution of the varied item.
- d. This clause is operative both ways, i.e. if the amount  $V_A$  is on the plus side, payment on account of the price variation shall be allowed to the Contractor and if it is on the negative side the Corporation shall be entitled to recover the same from the Contractor and the amount shall be deductible from the Interim Payment Certificates for the respective period
- e. In order to facilitate computation of price variation to be made under this clause, the Contractor shall submit copy of original purchase order and procurement invoices of all base materials.

The Contractor shall also keep such books of accounts and other documents as are necessary. The Contractor shall allow inspection of the same by a duly authorised representative of the Corporation and shall at the request of the Engineer furnish in such a manner as the Engineer may require, true copies of any document so kept and such other information as the Engineer may require for verification.

- f. The price variation may be worked out on the basis of interim or provisional indices for the purposes of adjustment of interim payment certificates provided that calculation of price variation at the time of preparation of Final statement will be based on confirmed indices only.

#### IV. Unbalanced Bids

In case the L1 Bidder quotes an offer which is lower than 85% of the estimated cost put to the Bid (unbalance on the lower side) then the Bid shall be considered as an **unbalanced Bid**.

For such unbalanced bids, if the Corporation decides to award the Contract and issues the Letter of Intent to award such contract, the successful Bidder shall, in addition to completing all necessary formalities as per the relevant provisions of the NIT, ITB, LOI & these bid documents, submit a bank guarantee, from an approved bank & branch and in the approved format, of an amount equal to the difference in 85% of the estimated cost put to the Bid and the quoted cost by the successful bidder, within seven working days of the date of receipt of the LOI by the Contractor. Failure to timely comply with this requirement shall be treated as a fundamental breach of the contract and the LOI shall stand withdrawn and the EMD shall stand forfeited, without any recourse to any claim or extensions. In case the Corporation decides that the unbalanced Bid (lower) is not workable and/or acceptable, then no Letter of Intent shall be issued and then the bid shall stand summarily rejected.

All communication in respect of such unbalanced bids shall be through the Bid Authority only who shall be intimating the requirements and clarifications desired by the Corporation and all representations, communications and justifications in this respect shall be made to / submitted by the lowest bidder to the Bid Authority only. Any communication from or to any other authority/officer in the Corporations shall not be considered as valid communication at all and shall stand summarily rejected.

#### V. Instructions of the Engineer and levy of fine in case of non-compliance

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. The Engineer shall give confirmation, in writing, of such oral instruction, whether before or after the carrying out of the instruction. Provided further that if the Contractor, within 7 (seven) days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 (seven) days by the Engineer, it shall be deemed to be an instruction of the Engineer. All instructions of the Engineer shall be communicated with a reasonable time allowed for compliance by the Contractor.

The Contractor shall without unreasonable time lapse and with all diligence comply with the instructions of the Engineer within the specified time period, failing which the Engineer shall:

- i. In case the Contractor has commenced work as per the instruction but has not completed it, issue a notice, of one working day or such reasonable time as deemed fit by the Engineer, to the Contractor to complete the balance work. If at the end of the notice period the Contractor has not completed the task, the Engineer shall apply a fine of 0.01% of the

Contract Sum or INR 10000, whichever is less, per day of the delay beyond the notice period

- ii. In case the Contractor has not commenced the instructed task the Engineer shall by way of quotation(s), three normally but even one if the exigencies of the situation so demand, appoint another agency to carry out the task as expediently possible at the entire risks and costs to the defaulting Contractor along with the administrative costs of **24.5% (Twenty Four point Five Percent)** and the Contractor shall not have any claims, whatsoever, in this respect.

**Revised definitions of Contract Price / Sum: (Please replace appropriately in GCC – definitions – e i)**

**"Accepted Price"** means the sum stated in the Letter of Intent as payable to the Contractor for the completion of the execution, carrying out tests on completion and commissioning of the Works or any Section or part thereof as stated in the Contract Documents with or without a snag-list, with reasonable time schedule for de-snagging the Works or any Section or part thereof as stated in the Contract Documents and remedying of any defects therein till the end of the Defects Liability Period in accordance with the provisions of the Contract Documents.

**"Contract Price"** means the revised value of the works, such revision as per the provisions of these Contract Documents, for the completion of the execution, carrying out tests on completion and commissioning of the Works or any Section or part thereof as stated in the Contract Documents with or without a snag-list, with reasonable time schedule for de-snagging the Works or any Section or part thereof as stated in the Contract Documents and remedying of any defects therein till the end of the Defects Liability Period in accordance with the provisions of the Contract Documents.

For the sake of clarity the **"Contract Price"** shall include:

- i. Revision in price due to excess or savings in quantities of items in the Bill of Quantities which have occurred due to the original provision being either less or more than actual required as per site conditions
- ii. Revision in price due to order of the Engineer for variation in work
- iii. Price adjustments due to the price variation clause (interim changes based on interim values of such adjustments and final changes due to final values of adjustments)
- iv. Deductions for recoveries or penalties or fines or levy of liquidated damages made under various relevant clauses of these contract documents