

## Corrigendum

Name of work:- Construction of Multi – Storied Group Housing Complex “ CREST VIEW” Phase-2 (Civil, MEP, SITC of Lifts for Tower C1, C2 & C3) & other contingent Works for Unitech Limited, Sector 70, Gurugram

### 1. The clause 6.0 of GCC mentioned in bid document shall read as under.

#### 6.0 Deviations/ Variations Extent and Pricing

- (i) The Engineer-in-Charge shall be competent to make alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary during the execution of the work.
- (ii) The Engineer-in-Charge shall also be competent to omit a part of the works in case of non-availability of a portion of the site or for any other reasons.

The Contractor shall be bound to carry out the works in accordance with the instructions given to him in writing by the Engineer-in-Charge in line with the above. Such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein. Any altered, additional or substituted work which is instructed, the contractor shall be bound to carry out the works on the same conditions in all respects including the price on which he agreed to do the main work except as hereinafter provided in Clauses 6.1 and 6.2 below.

In the event of any deviations resulting in additional cost over the contract value and if requested by the Contractor, the time for completion of the works shall be suitably extended. Such extension in time on account of additional work shall be proportionate to the value of additional work.

#### 6.1 Extra Items, Deviations & Pricing

In the case of extra item(s) (i.e. items that are completely new and are in addition to the items contained in the contract but are necessary for the completion of the project) and Substituted items(s) (i.e. items that are taken up with partial substitution in lieu of items of work contained in the contract), the Contractor may, within 15 days of receipt of order or occurrence of such item(s), submit the rates for approval of Engineer-in-Charge. The Engineer-in-Charge shall, within 15 days of the date of the submission of request, determine the rates thereof the Contractor shall be paid in accordance with the rates so determined. In case the Contractor fails to submit his request within the prescribed time of 15 days, the rate approved later by the Engineer-in-Charge shall be binding on the Contractor. The rate of Extra/ Substituted items shall be finalized as per the following:

**(a) Extra items**

- (i) For the Extra Items which are available in the Delhi Schedule of Rates (DSR), the rate of Extra item shall be “the rate mentioned in the said DSR plus/minus the percentage at which the Bid is accepted”. The DSR means DSR-2021 for Civil & plumbing Items, DSR-2018 for Electrical & HVAC Items, and DSR-2019 for Firefighting items.
- (ii) For the Extra items which are not available in the Delhi Schedule of Rates (DSR), the rate of Extra item shall be “the market rate derived as per Rate Analysis submitted by the Contractor and approved by the Engineer-in-Charge”.

**(b) Substituted items**

In the case of substituted items, the rate for the BoQ item as per the contract (to be substituted) and ‘substituted item’ shall also be determined based on the substituted item being a scheduled item of Schedule A or Schedule B in the manner as mentioned below:

- (i) **Schedule-A items:** The rate of substituted item shall be taken from the respective Delhi Schedule of Rates (DSR 2018, 2019, 2021, as the case may be) plus/minus the percentage at which the Bid is accepted.

For the purposes of raising the Bill, the Contract rate multiplied by the quantity of the substituted items will be shown as per the Contract rate, minus/plus the reduction/increase, and the net rate/ amount payable in order to maintain clarity on the financial impact of the substituted items.

- (ii) **Schedule-B items:** The rate of substituted item shall be finalized as per the market rate derived as per Rate Analysis, submitted by the Contractor and approved by the Engineer-in-Charge.

For the purposes of raising the Bill, the Contract rate multiplied by the quantity of the substituted items will be shown as per the Contract rate, minus/plus the reduction/increase, and the net rate/ amount payable in order to maintain clarity on the financial impact of the substituted items.

**6.2 Deviation, Deviated Quantities & Pricing**

In the case of contract items/ substituted items/ contract-cum-substituted items, which exceed the limits specified in General details (Annexure-I), the rates for the exceeded quantity shall be finalized as per following:

- (a) **For Schedule-A items:** DSR Rates exhibited in the contract BOQ plus the applicable difference in Cost Index at the time of execution of the deviated quantity and the Cost Index at the time of publication of respective DSRs (DSR 2018, 2019, 2021, as the case may be).
- (b) **For Schedule-B items:** As per the market rate derived as per Rate Analysis, submitted by the Contractor and approved by the Engineer-in-Charge.
- (c) For the purpose of operation/ Accounting of quantities in deviation, 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 meter above ground level or up to floor 1 level, whichever is lower.
  - (ii) For abutments, piers and well steining: All works up to 1.2 meter above the bed level.
  - (iii) For retaining walls, wing walls, compound walls, chimneys, overhead reservoirs/ tanks and other elevated structures - All works up to 1.2 meter above the ground level.
  - (iv) For reservoirs/ tanks (other than overhead reservoirs/tanks) - All works upto 1.2 meter above the ground level.
  - (v) For basement - All works up to 1.2 meter above ground level or up to floor 1 level, whichever is lower.
  - (vi) For Roads, all items of excavation and filling including treatment of sub-base.
- (d) Any operation incidental to or necessary for proper execution of the item(s) of the contract, 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. Nothing extra shall be admissible for such operations and such claims will be rejected as submissions for deviations, deviated quantities and pricing and shall not be tenable under this clause.

Market rates for Extra/Substituted items and the items with deviated quantity shall be derived based on prevailing rates of materials i.e. Tax invoices etc. excluding GST, labour wages as notified by the concerned Labour Commissioner/ Department, market rates of T&P etc. applicable labour cess, water charges, if any plus 15% towards Contractor's overheads and profits.

2. The approved makes of PHE Brands (S. No 1,2,3, & 5) mentioned in bid document shall be read as under.

<b>UNITECH PROJECTS: PHE BRANDS</b>			
<b>S. No</b>	<b>Material Name</b>	<b>Approved Makes As Existing in the bid document</b>	<b>Approved Makes As revised</b>
1	SANITARYWARE and ACCESSORIES		
i		Grohe	American Standard
Ii		Cera	Kohler
Iii		Roca	Roca
2	W. C. Connectors		
i		Grohe	American Standard
ii		Cera	Kohler
iii		Roca	Roca
3	Flushing Cisterns		
i		Grohe	American Standard
ii		Cera	Kohler
iii		Roca	Roca
5	C P Fittings		
i		Grohe	American Standard
ii		Cera	Kohler
iii		Roca	ROCA