

**P.S. 63. Payment for additions and deductions for omissions:-**

The contractor is bound to execute all supplemental items that are found essential, incidental and inevitable during the execution of the work, at the rates to be worked out as detailed below

[(a) For all items of work in excess of the quantities shown in Schedule A of the tender the rates payable for such items shall be either the tender rates or the standard schedule of rates for the items plus or minus the overall tender percentage accepted by the competent authority whichever is less.

(b) For items directly deducible from similar items in the agreement, the rates shall be derived by adding to or subtracting from the agreement rate of such similar item, the cost of difference in quantity of material or labour between the new items and the similar items in the agreement, worked out with reference to the Schedule of rates adopted in the sanctioned estimate plus or minus the over all tender percentage].

[Subs. by G.O.Ms.No. 1007, Tr., Roads & Blds. (C) Dept., Dt. 5-11-1976]

(c) For new items which do not correspond to any items in the agreement, the rates shall be the

standard schedule rate plus or minus the overall tender percentage.

The terms 'standard schedule of rates' used in the above sub-clauses (a), (b) & (c) means the schedule of rates on which the sanctioned estimate was prepared.

(d) In the event of the Executive Engineer and the Contractor failing to agree on a rate for such additional work, the Executive Engineer may, at his opinion either :— (i) employ other parties to carry out the additional work in the same manner as provided for under Clause 48, or

(ii) the contractor shall execute the work upon written orders from the Executive Engineer and the cost of labour and materials plus 10 per cent thereon shall be allowed therefor, provided that the vouchers for the labour and materials employed shall have been delivered to the Executive Engineer or his representative within seven days after such work shall have been completed. If the Executive Engineer considers that payment for such work on the basis of the vouchers presented is unduly high, he shall make payment in accordance with such valuation as he considers fair and reasonable and his decision to the matter shall be final, if the amount

involved in additional payment is Rs. 1,000 or less, for each occasion on which such additional works shall have been authorized. If such amount exceeds Rs. 1,000, the contractor shall have the right to submit the matter to arbitration under the provisions of the arbitration Clause 73.

(e) If, in the opinion of the Executive Engineer, a rate for the additional work is not capable of being properly arrived at prior to execution of work, or if the work is not capable of being properly measured, then the cost and payment thereof shall be dealt with as provided for in the preceding sub-clause (d)(ii).