

DELHI DEVELOPMENT AUTHORITY
EM's OFFICE

No. EM 1(10)2006/DDA/Cir. (EOT)/1916

dt: 29/5/06

CORRECTION SLIP

Sub: - Undue delay in finalizing Extension of Time (EOT Cases)

In Circular No.581, issued vide this office letter of even No. 1517, dt.26/4/06, the following typographical errors observed along with corrections thereof, as detailed below:-

1. In the 1st Paragraph, line No2, the word 'bond' may be read as 'bound'.
2. In the 2nd Paragraph, line No2, the word that may be read as 'than'.

This issue with the approval of Engineer Member, DDA.


(A.P. Singh) 29/5/06
Chief Engineer (HQ)

Copy to:-

1. All CEs (Civil/Elect.)DDA with 20 spare copies for further distribution amongst SEs and EEs, Jt. CAO/FO & CE (HQ), DDA
2. CE (QC), DDA with 10 spare copies for circulation among SEs and EEs under his control.
3. CE (Design), DDA with 10 spare copies for circulation among SEs and EEs under his control.
4. CVO, DDA with 16 spare copies for circulation among SEs and EEs under his control.
5. CAO, DDA
6. Project Manager (Flyover) Gr.I and II, DDA with 7 spare copies each for circulation among EEs and FOs.
7. Director (Systems) for necessary action.
8. Director (Hort.), North and South, DDA with 10 spare Copies each for circulation among Jt./Dy. Directors
9. Director (MM), DDA with 7 spare copies for circulation among EEs and FOs under his control.
10. Director (Works), DDA, Director (PR), DDA
11. EO-I, II, III, EE (PPC), DDA
12. Sr. A.O (Plan), DDA
13. Hindi officer for Hindi version please.

Copy also forwarded to -

1. PS to VC for kind information of the latter
2. PS to EM for kind information of the latter
3. PS to FM for kind information of the latter


26/5/06
(V.K.Chopra.)
EO III to EM

DELHI DEVELOPMENT AUTHORITY
E.M.'S OFFICE

NO.: EM 1(10) 2004/Cir. / 1974

DT. 02-6-2006

OFFICE MEMORANDUM NO: 582 /2006

Subject: Payment due to change in prices of cement and /or steel reinforcement bars in DDA contracts where clause 10 CC is not applicable.

CPWD has introduced Clause 10 CA and also correspondingly modified clause 10CC of General Conditions of Contract vide their office memorandum No. DGW/CON/199 Dated 02.09.04. Since DDA is primarily following CPWD's tendering systems, the additions & modifications, as introduced by CPWD, have been examined and it has been decided to accordingly introduce the new clause 10 CA and modify clause 10CC for adoption in future N.I.Ts for DDA works as per details given below:

<u>S. No.</u>	<u>Subject</u>	<u>Clause No.</u>	<u>Whether Modified/ Newly Introduced</u>
1.	Payment due to increase/decrease in prices of cement and steel reinforcement bars after Receipt of Tender.	Clause 10CA	Newly Introduced. <u>Annexure -I</u>
2.	-do-	Clause 10 CC	Modified. <u>Annexure -II</u>

It is, enjoined upon all concerned to ensure that these amended as well as newly introduced clauses/conditions are adopted in all future N.I.Ts for DDA works.

This issues with the approval of VC, DDA with the Concurrence of F.M and EM as recorded in file No. EM2 (3) 96/DDA/Vol X/part-III.

Encl.: Annexure "I" & "II"


Chief Engineer (H.Q.)
2.6.06

1. All Chief Engineer, DDA i/c CE (QC) & CE (Elect.)(With.....spare copies for distribution among SEs and EEs of the Zone.)
2. All SEs, DDA i/c. SE (QC), SE (Vig.) & SE (Elect.) .(Through concerned CEs)
3. Director (MM), DDA. (With 6 spare copies for distribution among EE's of the unit.)
4. Director (Hort.) South & North, DDA. (With 10 spare copies for distribution among Dy.Dir. (H) of the unit.)

Contd.2

5. Project Manager Flyover Gr.I & II, DDA. (With 6 spare copies for distribution among EE's of the unit.)
6. All EEs i/c EEs (QC), EEs(Vig.) & EEs (Elect.)DDA.(Through concerned CE)
7. All Dy. Directors (Hort.) South & North, DDA. (Through concerned Director)
8. File No. EM2 (3) 96/DDA/VOol IX.

Copy for kind information to:-

1. VC, DDA
2. EM, DDA
3. FM, DDA
4. CVO, DDA
5. CAO, DDA
6. Dir. (Works),
7. EO -I, II, III & EE (M), EM's office.

Chief Engineer (HQ)

DDA Clause	Page	Para	Existing	Amended/Now Introduced
Clause 10CA Payment due to increase/decrease in prices of cement and steel reinforcement bars after Receipt of Tender			Nil	<p>If after submission of the tender, the prices of cement and / or steel reinforcement bars incorporated in the works (not being a material supplied from the Engineer- in- Charge's stores in accordance with Clause 10 thereof) increase(s) beyond the price(s) prevailing at the time of the last stipulated date for receipt of tenders (including extension, if any) for the work, then the amount of the contract shall accordingly be varied and provided further that any such increase shall not be payable if such increase has become operative after the stipulated date of completion of work in question.</p> <p>If after submission of the tender, the prices of cement and/or steel reinforcement bar incorporated in the works (not being a material stipulated from the Engineer- in- Charge's stores in accordance with Clause 10 thereof) is decreased, DDA shall in respect of these materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) be entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the cement and/or steel reinforcement bars as prevailed at the time of last stipulated date for receipt of tenders including extensions if any for the work and the prices of these materials on the coming into force of such base price of cement and/or steel reinforcement bars issued under authority of DG(W), CPWD.</p> <p>The increase/decrease in prices shall be determined by the All India Wholesale price indices for cement and steel (bars and rods) as published by Economic Advisor to Government of India, Ministry of Commerce and Industry and base price of cement and/or for steel</p>

		<p>reinforcement bars i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>Ps = Base price of steel reinforcement bars, as issued under authority of DG(W), CPWD at the time of last stipulated date of receipt of tender including extensions, if any.</p> <p>Qs = Quantity of steel paid either by the way of secured advance or used in the works since previous bill (whichever is earlier).</p> <p>S1o = All India whole sale price Index for steel (bar and rods) for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry & Commerce as valid on the last stipulated date of receipt of tenders including extensions, if any.</p> <p>S1 = All India whole sale price Index for Steel (bar and rods) for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce.</p> <p>Provided always that provisions of the preceding clause 10C shall not be applicable in respect of Cement and/or steel reinforcement bars.</p>
--	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Handwritten signature and date:
 2/2/11

Handwritten notes:
 10C

DDA Clause	Page	Para	Existing	Amended/Now Introduced
Clause 10CC Payment due to increase/decrease in prices / wages after Receipt of Tender for works (time period more than 18 months)		(viii)	(viii) In the event of the price of the material and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of the work so that such prices of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated under this clause 10CC shall mutatis mutandis apply, provided that.	(viii) In the event of the price of the material and/or wages of labour required for execution of the work decrease/s, there shall be downward adjustment of the cost of the work so that such prices of materials and/or wages of labour shall be deductible from the cost of work under this contract and in this regard the formula herein stated under this clause 10CC shall mutatis mutandis apply, provided that.
		(a)	(a) No such adjustment for the decrease in, the price of materials and/or wages of labour aforementioned would be made in a case of contracts in which the stipulated period of completion of the work is <u>six months or less.</u>	(a) No such adjustment for the decrease in, the price of materials and/or wages of labour aforementioned would be made in a case of contracts in which the stipulated period of completion of the work is 18 months or less.
		(ix)	(ix) Provided always that the provision of the proceeding clause 10 C shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provision of clause 10 C will become applicable.	(ix) Provided always that the provision of the proceeding clause 10 C & 10 CA shall not be applicable for contracts where provisions of this clause are applicable, but in cases where provisions of this clause are not applicable, the provision of clause 10 C & 10 CA will become applicable.

SP Singh
25/5/06