

DELHI DEVELOPMENT AUTHORITY  
(EM's SECTT.)

NO. EM1(10)02/Vol.I/ 5638

Dated 15.5.2002

CIRCULAR NO. 548

SUB : RE-CONCILIATION OF DETAILS OF HOUSING STOCK.

In order to periodically re-concile/ review the position of vacant flats, costing of the completed schemes, confirmation of construction stages of running schemes, availability of services before release of demand -cum- allotment letters etc., it has been decided that SEs (HQ) of the zone and Dirs.(Housing) must meet at least thrice a year in the month of April, August and December. This will be besides the exercise of communication of quarterly list of vacant flats by the field functionaries to the housing Branch. In such meetings position of each and every vacant flat will be ascertained and recorded in the final disposal list and jointly signed by the concerned Dir.(H) and SE(HQ), a copy of which will be submitted to VC/EM/FM and Commr.(H) for their appraisal. The position of the costing and availability of services for each of the scheme will also be reviewed. Problems/hold ups, if any, will be sorted out in these meetings.

In addition to the above, such meetings may also be organised as and when any exigency arises or before release of any scheme for allotment, to review physical conditions at sites. Latter meetings will be held at site office of the scheme, wherein, SE and EE concerned will also be present.

This issues with the approval of V.C.

(S.C. SHARMA)  
DIRECTOR(WORKS)

ALL CHIEF ENGINEERS (CIVIL, ELECT, DESIGN, QC & HQ)  
COMMISSIONER(HOUSING, LD, LM-I, II, Plg, Coord.)  
CVO, DDA  
Dir. (MM)  
Pr. Manager, Fly-over, Gr I & II  
All SEs (Civil & Elect.)  
Dir.(H)-I & II  
Dir.(Bldg.), Dir. (Enf.)  
All EEs (Civil & Elect.)  
EO-I, II, III & PPC

File No. EM3(12)86/Vol.13/Pt.

Copy to:-

1. VC, DDA
2. FM, DDA | - for their kind information
3. EM, DDA

DIRECTOR(WORKS)  
D D A

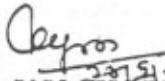
DELHI DEVELOPMENT AUTHORITY  
(E. M. 'S OFFICE)

No. EM1(10)02/Vol.I] 6289-6309.6280

Dt. 29/5/02

Subj: EM's Circular No. 548.

The above circular was issued by this office vide No. EM1(10)02/Vol-I/5638 dt. 15/5/02. Now I have been directed by the Consultant to EM to obtain acknowledgement of receipt of above circular from the respective SEs (HQ) and Director (Housing) and request them to intimate the holding of such meetings, first in the series must be held before 31st May, 2002 for all the Zones.

  
(Er. V.K. CHOPRA)  
E.O.-I TO E.M.

ALL SEs (HQ) DDA.

DIRECTOR(HOUSING) I & II.

DELHI DEVELOPMENT AUTHORITY  
( EM' s SECTT. )

NO. EM1(10)02/Vol.I/ 5639

Dated 15.5.02

CIRCULAR NO.549

**SUB:- HANDING OVER OF PHYSICAL POSSESSION OF DDA FLATS  
STREAMLINING THE OFFICIAL PROCEDURES.**

During VC's interaction with field functionaries, following issues among others were put forth for streamlining some of the procedures :

1. After the handing over of possession, the possession slips should be ensured to have been delivered to the concerned Dy.Dir.(H) by the Ex.Engineer concerned.
  - 1.1 It has been observed that the system of sending a copy of possession slips after handing over of possession of the flats is not being followed uniformly. For the sake of uniformity following instructions may be conveyed to all concerned up to the level of JEs in the field & ADs in Housing branch :
    - i) After handing over of possession of flats to the respective allottees in a particular week, the copies of all such possession slips shall be forwarded to the concerned Dy. Dir. of the housing wing directly by AE-in-Charge with a forwarding note, copy of which (only forwarding note) will also be forwarded to the EE, SE(HQ) and Dir.(H) concerned.
    - ii) The possession slip will be examined by the concerned AD/Dy.Dir.(H) of the Housing Wing and anomaly, if any, shall be pointed out and communicated to the EE within a week's time.
    - iii) In case the possession slip for any flat is not received by Housing Wing within one month of issue of possession letter, Dy.Dir.(H) will interect with EE and reconcile the position.
2. The public hearing for the allottees may be held by EEs/ SEs/ CE's periodically on the pre-announced date for which the notices will be displayed at site well in advance. On these days administration should not call them for any other meeting or inspection.
  - 2.1 In order to listen to the complaints/ grievances of the allottees during the period of handing over of flats to the respective allottees, EEs, SEs, and CE's will hold public hearings on pre-announced week days and time in their respective offices as per instructions contained under para-5 of EM's Circular No. 545 dt. 23.11.2001. For the information of the allottees notice to this effect shall be displayed at site office in a prominent place. To ensure to stick to the programme they will not fix-up any other appointment. However, in

Cont

case of emergency in the absence of CE, SE(HQ) will take effective hearing. Similarly, in case of pre-occupation of SE, EE(HQ) shall take effective hearing.

3. At times one AE has the charge of two or more schemes hence, cannot be present at both the sites for handing over of possession. Moreover, the AEs are required to attend so many other jobs, hence it would be appropriate to decide that the JE may be fully authorized to handover the possession of the flats to the allottees.

3.1 In this regard, it is clarified that presence of AEs at the time of physical handing over of possession to the allottees is not mandatory. JEs are fully authorized to handover the possession of the flats to the allottees. However, AEs will ensure satisfactory completion of jobs to the satisfaction of allottees. AEs will also check and counter sign the possession register at site(Ref. Annex.-B to EM's Circular No. 545 dt. 23.11.2001).

This issues with the approval of VC, DDA. These instructions should be conveyed to all concerned up to the level of JE & AD (Housing) and a confirmation to this effect may be forwarded to this office within 15 days of issue of this circular.

(S.C. SHARMA)  
DIRECTOR(WORKS)

ALL CHIEF ENGINEERS (CIVIL, ELECT, DESIGN, QC & HQ)  
COMMISSIONER(HOUSING, I.D, LM-I, II, Plg, Coord.)  
CVO, DDA,  
Dir. (MM)  
Pr. Manager, Fly-over, Gr.I & II  
All SEs (Civil & Elect.)  
Dir.(H)-I & II.  
Dir.(Bldg.), Dir. (Enf.)  
All EEs (Civil & Elect.)  
EO-I, II,III & PPC

File No. EM3(12)86/Vol.13/Pt.

Copy to:-

1. VC, DDA |
2. FM, DDA | - for their kind information
3. EM, DDA |

DIRECTOR(WORKS)  
DDA



DELHI DEVELOPMENT AUTHORITY  
(E.M.'S OFFICE)

No. EM 1(10)02/Vol. I/ 6248- 68

Dt. 29/5/2.

Sub: EM's Circular No. 549.

The above circular was issued by this office vide NO. EM1(10)02/Vol-I/5639 dt. 15/5/02. Now I have been directed by the Consultant to EM to obtain confirmation from all CEs (Civil, Elect., QC and Design). All Commissioners, CVO, Director (MM), Project Manager Fly Over Gr. I and II, Dir.(Bldg.), Dir. (Enforcement) for having delivered the above circular to all concerned up to the level of JEs in all branch and to the level of AD in housing branch. The confirmation may please be sent to the office within 3 days positively for further submission to VC, DDA by 31st May, 2002.

This may be treated as Most Urgent.

  
(Er. V.K. CHOPRA)  
E.O.-I TO E.M.

ALL CHIEF ENGINEERS (CIVIL, ELECT., DESIGN, & QC.), DDA.

COMMISSIONER (HOUSING, LD, LM-I&II, Plg., Coordn.), DDA.

CVO, DDA.

DIRECTOR (MM), DDA.

PROJECT MANAGER FLYOVER GR. I & II, DDA.

DIRECTOR (BLDG.), DDA.

DIRECTOR (ENFORCEMENT), DDA.

DELHI DEVELOPMENT AUTHORITY  
( E.M.'S OFFICE.)

EM1(10)/02/Vol.I/6802

Dt. 11.6.2002

CIRCULAR No. 550

**Sub: Streamlining the process of issue of architectural drawings.**

In supersession of all previous instructions, the processing and issue of all architectural drawings shall be in the following order:

1. All conceptual drawings, viz. layout plans, basic building plans, etc. shall be processed and got approved from Screening Committee by the office of Chief Architect under latter's supervision.
2. To minimize the time frame, concept drawn by architectural wing shall be jointly interacted under the leadership of Addl. Chief Architect, by concerned. Sr. Architect, DLM, Director (Plg.), SE(C), SE (El.) and SE (D) to arrive at a consensus before formalization. Issues remaining unresolved shall be decided by joint interaction at the level of Chief Architect, CE(C), CE (Elect.) and CE (D). A balance shall be maintained between utility, aesthetics, structural stability and economics. Sr. Architect shall play the leading role and act as co-ordinator for in-house drawings and SE(C) shall act as co-ordinator in case of out source drawings (i.e. submitted by private architects.)
3. Once the drawings are approved by the Screening Committee further processing of drawings including preparation of models etc. for obtaining approval of DUAC & other mandatory authorities/ local bodies, wherever required, shall be the responsibility of respective Additional Chief Architects.
4. Further detailing for issue of detailed working drawings good for construction shall be processed and approved by the respective Senior Architect of the project. Any advice or guidance required in the matter shall be provided by

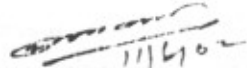
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the concerned Addl. Chief Architect. The issues involving general policy decisions in the process may be referred to Chief Architect but after the requisite decisions, the detailed drawings shall be issued by the Sr. Architect under his authority. Sr. Architect shall keep Addl. CA and CA apprised of the latest developments and the progress in this regard.

5. Like recording reference of Screening Committee's approval on the drawings, reference to the architectural branch file containing approval of drawings by the concerned authority shall invariably be recorded on each drawing sheet. All drawings shall be issued at least under the signatures of the concerned Sr. Architect .
6. Any revisions in the drawings at any stage shall be duly recorded on the drawings with brief description of specific revision incorporated in it. Sufficient prints of pre-revised drawings shall be maintained in the record for the purpose of any subsequent references viz. dealing with CTE/Audit paras, justifying infructuous expenditure etc., if any.
7. After completion of project, completion drawings in respect of Architectural set up incorporating structural set up, plumbing set up, electrical conduit & fittings set up , services design etc. shall be issued under the signatures of the Sr. Architect, SE(C) & SE (Elect.).
8. Similar procedure/authority shall be adopted / exercised for processing and accord of approval to the drawings submitted by Private Architects, unless authorized otherwise by the specific orders of the competent authority.
9. Complete set of conceptual, detailed working, structural and completion drawings shall be preserved in digital form as well as in the blue print form, one each by the offices of CA, CE( C) , CE(Elect.), & CE(D) for record, duly entered in a reference book.

Contd.....3/-


10. The above instructions shall also be applicable to all Project Planning Directorates dealing with such Architectural concepts/drawings.
11. This issues with the approval of Vice-Chairman, DDA.

  
(S.C.SHARMA),  
DIRECTOR(WORKS)

1. Commissioner (Planning), DDA.
2. Chief Architect, DDA.
3. All Chief Engineer (Civil) & (Elect.) i/c. (HQ), (Design), & (QC), DDA.
4. Addl. Chief Arch. /Addl. Commr. (Plg.), DDA.
5. Commr.(LM) I and II and (LD), DDA.
6. All SE's (Civil & Elect. i/c. Design & QC), DDA.
7. All Directors (Planning), DDA.
8. CAO, DDA.
9. File No. EM 4 (9)79/Plg./Survey/DDA/Vol.VI/Pt./

Copy to:-

1. PS to VC, DDA }
2. PS to EM, DDA } For information of the latter.
3. PS to FM, DDA }

  
DIRECTOR(WORKS)  
DDA.

**DELHI DEVELOPMENT AUTHORITY  
( E.M.'S OFFICE)**

No. EM1(10)/02/Vol-I/ 8579

Dt. 31/7/2002

**CIRCULAR NO. 551**

**SUB: AMENDMENT TO CLAUSES -17&17-A OF GENERAL  
CONDITION OF CONTRACT FOR DDA WORKS.**

Clauses - 17 & 17-A of the general conditions of contract for DDA work - (CPWD-7 & 8) are amended as below to provide for enhanced maintenance period of 12 months/6 months, depending upon the nature of work, after completion of the work. The security deposit of the contractor will be released after 12 months/6 months as given here under in the amended clauses.

The amended clauses shall be incorporated in all NITs issued henceforth :-

**CLAUSE -17 :-**

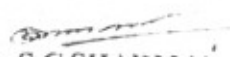
If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it being executed, or if any damage shall happen to the work while in progress from any cause whatever, or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of any work other than road work costing Rs. 10,00,000/- and below) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defective or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit (except for the portion pertaining to asphaltic work, which is governed by sub-para (iii) of clause-35) or the proceeds of sale thereof or of a sufficient portion thereof, the security deposit of the contractor (except the portion pertaining to asphaltic work which is governed by sub-para (iii) of clause-35) shall not be refunded before the expiry of twelve months (six months in case of any work other than road work costing Rs. 10,00,000/- and below) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

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**CLAUSE -17-A:-**

Provided that in the case of road work if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or after the final bill has been prepared and passed which ever is later.

This issues with the approval of Vice-Chairman, D.D.A.


  
(Er. S.C.SHARMA)  
DIRECTOR (WORKS)  
DDA.

**COPY TO:**

1. All Chief Engineers (Civil & Elect.) i/c. (HQ), (Design) & (QC), DDA.
2. CVO, DDA.
3. CAO, DDA.
4. Project Manager(Flyover) Gr. I&II, DDA.
5. Director(Hort.) North & South, DDA.
6. Director(MM), DDA.
7. Director(Works), DDA.
8. All SEs (Civil & Elect.), DDA (service through CEs).
9. All EEs (Civil & Elect.), DDA (service through CEs).
10. EO-I,II,III, PPC-1, PPC-2, DDA.
11. AO (Plan), DDA.
12. File No. EM1(10)98/Vol.II/Part-13/DDA.

**COPY TO :-**

1. P.S. to V.C., DDA for information of the latter.
2. P.S. to E.M., DDA for information of the latter.
3. P.S. to F.M., DDA for information of the latter.

  
DIRECTOR (WORKS)  
DDA.



DELHI DEVELOPMENT AUTHORITY  
( E.M.'S OFFICE )

No. EM1(10)02/Vol-I/9829

Dated: 5/9/2002

CIRCULAR NO.- 552


Sub: ADOPTION OF (i) CPWD'S DELHI SCHEDULE OF RATES 2002  
AND  
(ii) REVISED CPWD SPECIFICATIONS 2002 FOR CEMENT  
MORTAR, CEMENT CONCRETE & RCC WORKS  
(IN PURSUANCE TO IS 456 : 2000)

Delhi Schedule of Rates 2002 and revised CPWD Specifications 2002 for Cement Mortar, Cement Concrete & RCC Works (in pursuance to IS 456 : 2000) have been published by CPWD. These publications will supercede DSR - 1997 and chapters 3,4 & 5 of CPWD Specifications, 1996, Vol-II respectively .

It has been decided to adopt these two publications i.e. the DSR 2002 and the Revised CPWD Specifications 2002 for Cement Mortar, Cement Concrete & RCC Works (in pursuance to IS 456 : 2000) in respect of all future DDA Works w.e.f. 15/09/2002.

All future NITs to be approved /floated after 15/09/02 should be prepared on the basis of these revised CPWD Publications.

This issues with the approval of Engineer Member, DDA.

  
(R.C.KINGBR)  
CHIEF ENGINEER (HQ).  
4 D.D.A. 18

Copy to:-

1. All Chief Engineers (Civil & Elect.) i/c (HQ),(Design)&(QC),DDA.
2. CVO, DDA.
3. CAO, DDA.
4. Project Manager(Flyover) Gr. I & II, DDA.
5. Director (Hort.) North & South, DDA.
6. Director (MM), DDA.
7. Director (Works), DDA.
8. All SEs(Civil & Elect. i/c. Vig. & QC).DDA (Service through CEs/CVO).
9. All EEs(Civil & Elect. i/c. Vig. & QC) DDA (Service through CEs/CVO): "
10. EO-I,II,III, PPC-1, PPC-2, DDA.
11. Sr. AO (Plan), DDA.
12. File No. EM11(8)95/GTS.

Copy to:-

1. PS to VC, DDA |
2. PS to EM, DDA | - for kind information of the latter.
3. PS to FM, DDA |

  
CHIEF ENGINEER(HQ)  
2. 18

No. P3 (10)/AE(P)SD-2 TMT and further discussions held and decisions taken in Coordination & WAB meetings.

7. All SEs (Civil & Elect.) [ circulation through their respective CEs.]
8. Director(Works), DDA.
9. All EEs(Civil & Elect.) [ circulation through their respective CEs/ Project Manager (Flyover ) /Dir.(MM), DDA and SEs ( Vig. ) , DDA.]
10. All Dy. /Jt. Dirs.(Hort.) [circulation through their respective Dir.(Hort.), DDA.]
11. All Dy./Jt. CAOs attached to CEs FOs to Dir.(Hort.) North and South,DDA.
12. EO-I,II,III & IV to EM, DDA.
13. AO(P) to EM, DDA.
14. File No. EM 11(3)93/GTS.
15. File No. EE(D)II/97-98/Misc. of Design Cell.
16. PS to CE(HQ), DDA.

Copy also for information to:-

1. Vice-Chairman, DDA.
2. Engineer Member, DDA.
3. Finance Member, DDA.

CHIEF ENGINEER(HQ),DDA

DELHI DEVELOPMENT AUTHORITY  
( E.M.'S SECTT.)

No. EM1(10)2002/DDA/1461

Dated-10.9.2002

Dated:

CIRCULAR No. 553

SUB: USE OF STEEL REINFORCEMENT BARS IN DDA PROJECTS.

1. Use of Thermo Mechanically Treated (TMT) reinforcement bars for DDA works was earlier approved & circulated vide SE's (Design) Circular No. EF(D)III/Misc/(i) Tech/93/644 dated 13/7/93. However, stipulation in contracts and/or procurement of the same in general stores was not resorted to on account of various constraints. It is understood that all the main manufacturers of steel reinforcement bars viz. SAIL, TISCO, RINL, IISCO have now stopped the production of CID bars and have completely switched over to the manufacturing of TMT bars. It has, therefore, been decided that, henceforth, only TMT bars will be stipulated in all types of contracts.
2. The stipulation in contracts and accordingly departmental procurement of the TMT bars shall, however, be limited only for the works costing less than Rs. 5 Crores. The Departmental procurement shall be centrally managed by Director(MM) from the main manufacturers.
3. For all the works costing Rs. 5 Crores & more, there will be no stipulation for issue from departmental stores and the respective construction agencies shall itself procure TMT bars like other materials from the main manufacturers viz. SAIL, TISCO, RINL, IISCO. However, to ensure quality procurement following special conditions shall be stipulated in the NITs/Contract documents.
  - i) The TMT steel reinforcement bars of grade-I (ISI Marked) conforming to IS-1786 and CPWD specifications-2002 with up to date correction slips shall be procured by the contractors directly from the Main manufacturers i.e. SAIL, TISCO, RINL, IISCO, out of the mill produced material at their integrated steel plants.
  - ii) The contractors shall have to submit their original vouchers for entire procurement alongwith 'Manufacturer's test reports as a testimony of the material supplied conforming to the above mentioned BIS Code & CPWD specification 2002, where ever these are superior to the BIS specifications.

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- even when
- iii) Notwithstanding the facts that the material bears ISI certification mark, DDA reserves the right to get the same tested as per provisions contained in CPWD specifications-2002 & relevant BIS Codes.
- iv) The contractors shall procure the material in advance in required quantities of the desired quality to avoid any hindrance/delay in execution of work on account of testing of material.
4. The original vouchers and the test report for each lot shall be duly recorded by the JE & countersigned by AE in Measurement Book.
5. Wherever, use of both the CTD bars and TMT bars in combination is required, the same shall be governed as per the provisions of BIS Code IS- 456 relevant to RCC structures.

This issues with the approval of Vice-Chairman, DDA. This also bears Concurrence of Finance Wing.

(Er. R.C.KINGER)  
CHIEF ENGINEER (HQ), DDA

Copy to:-

1. All CEs, DDA.
2. Project Manager Flyover Projects  
Gr. I and II, Elect, DDA.
3. Dir. (Hort.) North & South, DDA.

As already instructed during Coordination Meetings, all CEs / Directors should ensure that one time requirement of CTD bars has already been sent to Dir. (MM) to facilitate consolidated procurement in one go to meet with the requirement of on-going projects where CTD Bars are to be used. They should also send their requirement of TMT bars to Dir. (MM) for new works costing less than Rs. 5 Crores where TMT Bars are to be used and stipulated to be issued by the Department.

4. CVO i/c. SE (Vig.)-I & II, DDA
5. CAO, DDA.
6. Dir. (MM), DDA.

For information and further necessary action. He may proceed with the procurement of TMT and CTD/<sup>bars</sup> (one time balance requirement for running works) bars in accordance with the approval already conveyed to him in his office File

Contd.....3.

**DELHI DEVELOPMENT AUTHORITY**  
**( E.M.'S OFFICE )**

No. EM 1(10)2003/ 1637

DT.: 11.03.03  
19.02.03

**C I R C U L A R   N O . - 554**

**Subj: - Comprehensive Guidelines and Safety Code for Operation and Maintenance of Sewerage System.**

National Human Rights Commission vide letter No. 1069/30/2000-2001/FC dated 8/11/2002 had sent the modified guidelines and safety code for operation and maintenance of sewerage System with the directions that:

"In order to ensure safety in operation and maintenance of sewerage system, the concerned authority should comply with these guidelines which are annexed to this order. They should be read as a part of this order."

In compliance of these directions of National Human Rights Commission and in order to ensure safety in operation and maintenance of sewerage system, it has been decided to adopt the Guidelines for implementation in DDA.

This issues with the approval of Vice-Chairman, DDA.

These guidelines have been printed in English Hindi and are required to be issued to all concerned up to the level of JEs. The respective Offices / Directorates may send one validated requisition for their Zones to & get the copies collected for circulation within 15 days from the issue of circular.]

(Er. S.C.SHARMA)

DIRECTOR(WORKS)

D.D.A.

Contd...2.

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AE-II

-2-

Copy for information and compliance to :-

1. All Chief Engineers (Civil & Elect.) i/c.(HQ),(Design)&(QC), DDA.  
They are also requested to send a consolidated requisition.
2. Project Manager (Flyover) Gr. I & II, DDA.  
They are also requested to send a consolidated requisition.
3. Director (Hort.) North & South, DDA.  
They are also requested to send a consolidated requisition.
4. Director (MM), DDA.  
He is also requested to send a consolidated requisition.
5. All SEs (Civil & Elect. i/c. Vig. QC & Design) DDA (Service through their respective Chief Engineers / CVO).
6. All EEs (Civil & Elect. i/c. Vig. , QC, & Design) DDA [Service through their respective Chief Engineers/CVO/Project Manager (Flyover)/Dir.(MM), DDA.]
7. All Dy./Jt.Directors (Hort.) [Circulation through their respective Dir.(Hort.)]  
DDA
8. EO - I, II, III, PPC-I, PPC-2, DDA.
9. Sr. A.O. (Plan) DDA.
10. File No. EM1(10)98/pt.

Copy to: -

- |    |                |   |                                     |
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| 1. | PS to VC, DDA  | } |                                     |
| 2. | PS to EM, DDA  | } |                                     |
| 3. | PS to FM, DDA  | } | for kind information of the latter. |
| 4. | PS to CVO, DDA | } |                                     |
| 5. | PS to CAO, DDA | } |                                     |

\_\_\_\_\_  
DIRECTOR (WORKS)  
DDA.

*Compared*

*11/11/11*



DELHI DEVELOPMENT AUTHORITY  
(E.M.'S OFFICE)

No. EM1(10)2003/DDA/ 3100

CIRCULAR NO. 555

Dt 17.4.2003

Sub: OBSERVANCE OF INSTRUCTIONS IN RESPECT OF ISSUE OF MEASUREMENT BOOKS.

The Vigilance Branch while investigating a case of alleged tampering in the Measurement Book had observed that the numbering of the pages was done by hand which is contrary to the provision contained in Para 7.18 of CPWD Manual, Volume-II wherein it is stipulated that the pages of the Measurement Book should be machine numbered. On further examination of several other Measurement Books by the Vigilance Branch, the same shortcoming was observed which may, many a times, be due to certain unavoidable circumstances, wherein it becomes inescapable to issue such Measurement Books.

It is, therefore, enjoined upon all Measurement Book Issuing Authorities to primarily scrupulously follow the provisions of the CPWD Manual, Vol.-II. However, if it becomes inescapable to issue such Measurement Books, the Issuing Authority should mention the fact of the 'Hand Numbering' on the first page of the Measurement Book itself in his own handwriting and affix his signature and date on the same.

This issues with the approval of Engineer Member, DDA.

(S.C.SHARMA)  
DIRECTOR (WORKS)DDA

Copy for information and compliance to:-

1. All CEs (Civil & Elect.)/c (HQ),(Design)&(QC), DDA.
2. Project Manager(Flyover)Gr.I&II, DDA.
3. Director (Hort.) North & South, DDA.
4. Director (MM), DDA.
5. All SE's (Civil&Elect. /c Vig.,QC & Design ) DDA  
(Service through their respective Chief Engineers/CVO, DDA)
6. All EE's(Civil&Elect. /c Vig.,QC & Design)DDA  
[Service through their respective CE/CVO/PM(Flyover)Dir.(MM),DDA].
7. All Dy./Jt.Director(Hort.)(Circulation through their respective Dir.(Hort.)).
8. EO-I,II,III, PPC-I, PPC-2, DDA.
9. Sr. AO (Plan), DDA.
10. File No. EM14(1)2003/Vig./M.B./DDA.

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|----|----------------|---|-------------------------------------|
| 1. | PS to VC, DDA  | ] |                                     |
| 2. | PS to EM, DDA  | ] |                                     |
| 3. | PS to FM, DDA  | ] | For kind information of the latter. |
| 4. | PS to CVG, DDA | ] |                                     |
| 5. | PS to CAO, DDA | ] |                                     |

DIRECTOR(WORKS),DDA

DELHI DEVELOPMENT AUTHORITY  
E.M.'S. OFFICE

NO.: DM 1(10)2003/DDA/ 5777

DT.: 25.06.03

CIRCULAR NO. 556

SUB.: Position of Arbitration cases under Arbitration & Conciliation Act, 1996 vis-à-vis Arbitration Act, 1940.

.....

With the Arbitration & Conciliation Act, 1996 coming into force with effect from 25th Jan., 1996 the Arbitration Act 1940 stood repealed. However, Sec. 85 of the new Act provides that not withstanding such repeal, the provisions of the old Act i.e. Arbitration Act 1940 shall apply in relation to arbitral proceedings which commenced before this Act came into force unless otherwise agreed by the parties. These provisions together with Arbitration Clause in the agreement came in for extensive interpretation by Hon'ble Supreme Court in the case of Rani Constructions V/s. State of Himachal Pradesh and it was held that in such cases the new Act i.e. Arbitration & Conciliation Act, 1996 would be applicable.

It is, therefore, enjoined upon all the Engineering/Hort. Divisions and other concerned to make it sure that wherever felt necessary, objections to the Arbitration Award must be filed within 90 days from the date of receipt of the Award without waiting for any notice from the court. This may please be noted carefully to avoid dismissal of our objection petition on the point of applicability of the Act.

This issues with the approval of CE (HQ) in consultation with CLA/DDA.

( S.C. SHARMA )  
DIRECTOR ( WORKS )

Copy to:-

1. P.S. to V.C.- for kind information of the latter.
2. P.S. to E.M.- for kind information of the latter.
3. P.S. to F.M.- for kind information of the latter.
4. All CEs (Civil & Elect) i/c. (HQ), (Design) & (QC), DDA.
5. CWO, DDA.
6. CLA, DDA.
- 6a. CWO, DDA.
- 6b SE (Arbn) - I & II, DDA

.....2.....

Compared  
By: *[Signature]*  
Date: *[Date]*

7. Dir. (Hort.) North & South, DDA.
8. Dir. (MM), DDA. *Project Manager (Flyover) - Gr I & II, DDA*
9. All SEs ( Civil & Elect., i/c Vig., QC & Design), DDA  
(Service thru' their respective Chief Engineers/CVO).
10. All EEs ( Civil & Elect. i/c. Vig., QC & Design), DDA.  
( Service thru' their respective Chief Engineers/CVC/Project  
Manager (Flyover)/Dir.(MM), DDA.
11. All Dy./Jt. Dir. (hort.) ( Circulation through their respective  
Dir. (hort.).
12. E.O. I, II, III, PRC-1, DDA.
13. Sr. A.O. (Plan), DDA
14. File No. DM 2(1)2002/Arbn.

Dir. (Works), DDA

Compound of the

LLHI DEVELOPMENT AUTHORITY  
(E.M.'S OFFICE)

NO.EM1(10) 2003/DDA/ 6036

Dt. 21.07.03

CIRCULAR NO. 557

It needs no emphasis that a time bound schedule is required to be formulated right in the beginning of a project and, thereafter, the same should be scrupulously monitored and adhered to so that the projects are completed within the stipulated time frame.

So as to achieve this intended result, especially for major projects, it has been decided that, henceforth, BAR/PERT Chart must invariably be prepared by the agency duly signed by their authorised representative in the beginning of a contract itself which would, then, be got approved from the respective Technical Sanction/Notice Inviting Tender, approving authority. Thereafter, there should be no change in the time schedule so drawn up and the progress of the work is to be monitored regularly as per this approved BAR/PERT Chart.

In case, due to unavoidable reasons, any change in such an approved BAR/PERT Chart schedule is felt necessary then the same would have to be got approved, in writing, from the next higher Authority.

This issue with the approval of E.M., DDA.

*[Signature]*  
CHIEF ENGINEER(HQ)  
DDA

1. VC, DDA.
2. EM, DDA.
3. FM, DDA.
4. All Chief Engineers (including QC, Elect & Design), DDA.
5. Chief Vigilance Officer, DDA.
6. All Commissioners, DDA.
7. Chief Architect, DDA.
8. Project Manager (Flyover) Gr. I & II, DDA.
9. All SEs (including Vig., QC, Design, Elect.), DDA.
10. Director (Landscape), DDA.
11. Director (MM), DDA.
12. Director (Works), DDA.
13. Director (Hort.) North & South, DDA.
14. CAO & FA(H), DDA.
15. CLA, DDA.
16. All EEs Civil & Elect (including Vig., QC, Design) DDA.
17. All Dy. Directors (Hort.) DDA.

Copy to File No. F2(1) 96/Mon./PPC/DDA.

*[Signature]*  
DIRECTOR (WORKS)  
DDA.

*Compared to...*  
*[Handwritten notes]*

*ASD*  
*2*  
*28/7*  
*Kailash*  
*[Signature]*

F.No.153/191/2002-TPL  
Government of India  
Ministry of Finance & Company Affairs  
Department of Revenue  
Central Board of Direct Taxes  
(TPL Division)

Room No. 147B-11, North  
Block.

New Delhi, Dated the 13th February, 2003

To

All Chief Commissioners of Income-tax  
All Directors General of Income-tax

Subject: Abolition of the scheme of obtaining Income  
Tax Clearance Certificate (ITCC) applicable  
to persons leaving India and those obtaining  
commercial contracts.

The undersigned is directed to bring to your  
notice that it has been decided with effect from  
1st January, 2003:-

- (a) there shall be no requirement of furnishing  
Income Tax Clearance Certificate by the persons  
before leaving India; and
- (b) no Income tax Clearance Certificate shall be  
required to be furnished by any person while  
filing a tender for the purpose of obtaining  
commercial contracts, etc.

2. Accordingly henceforth, no person leaving India  
by land, sea or air will be required to obtain a tax  
clearance certificate and furnish the same to the  
airlines, etc. except in cases of persons concerning  
whom the Income-tax authorities specifically notify  
the immigration/customs authorities asking that such  
persons should not be allowed to leave India without  
obtaining Income Tax Clearance Certificate.

3. Similarly, contractors shall not be required  
to get Income Tax Clearance Certificate from the  
Income-tax Department as there will be no need to  
furnish such certificate while submitting tenders  
to Government Departments.

4. It is requested that the above decisions may  
be brought to the notice of all concerned within  
your jurisdiction.

*Compared*  
*[Signature]*

sd /-  
(DEEPIKA MITTAL)  
Under Secretary (TPL-III)  
Tel: 23092742

Copy to:-

1. All Chief Engineers (Civil & Elect.) i/c. (HQ), (Design) & (C.C.), DDA.
2. CVD, DDA.
3. C.O., DDA.
4. Project Manager (Flyover), Gr.-I & II, DDA.
5. Dir. (Hort.) North & South, DDA.
6. Dir. (MM), DDA.
7. Dir. (Works), DDA.
8. All SEs ( Civil & Elect.), DDA ( Service through CEs).
9. All EEs ( Civil & Elect), DDA -do-
10. E.O.-I, II, III & PPC-2, DDA.
11. A.O. (Plan), DDA.
12. File No. EM 2(3)96/DDA/Vol.X.
13. Hindi Officer for Hindi version.

Copy for information to:-

1. P.S. to V.C., DDA - for information of the latter.
2. P.S. to E.M., DDA -do-
3. P.S. to F.M., DDA -do-

Compared

17/10/73  
AT

( V.K. CHOPRA ),  
E.O. I to E.M.



DELHI DEVELOPMENT AUTHORITY  
E.M.'S OFFICE

NO.: EM 1(10)2003/DDA/ 6060

DT.: 1.00.03

CIRCULAR NO. 558  
.....

SUB.: Abolition of the Scheme of furnishing Income Tax  
Clearance Certificate for DDA Contracts.  
.....

Ministry of Finance & Company Affairs, Deptt. of Revenue, Central  
Board of Direct Taxes (TPL Division), Govt. of India vide Circular No.  
153/191/2002-TPL dt. 13.2.03 has abolished the scheme of furnishing  
Income Tax Clearance Certificate (ITCC) while submitting tenders to Govt.  
Depts. Copy of this circular is enclosed.

Consequent upon the instructions contained in the above said circular,  
following amendments need to be made in the Tender Formats:-

1.1. Notice Inviting Tenders ( Form PWD-6).

- 1.1.1 Para 18 may be treated as deleted.
- 1.1.2. Para 18(A) will become Para 18.
- 1.1.3. In the Press Tender Notice in para 2 line 3 the word  
" Valid ITCC and " may be treated as deleted.

In addition to the above, similar provisions of ITCC occurring at  
any other place in the standard tender Form PWD-6,7,8,12 and PWD-11 &  
11-A or occurring in any other documents related to inviting tenders for  
works etc. may also be treated as deleted.

This will be applicable with immediate effect.

This issues with the concurrence of F.M. & the approval of V.C, DDA.

Encl: As above

( S. C. SHARMA )  
DIRECTOR ( WORKS )

Contd.....2....

DELHI DEVELOPMENT AUTHORITY  
(EM'S SECT.)

NO.EM.1(10)2003/7603

Dated: 04.09.03

CIRCULAR NO: 559

Sub: Publicity of Notice Inviting Tender.

Detailed instructions about ensuring wide publicity of Notice Inviting Tenders (NITs) had been issued from time to time vide circular Nos.27,151,364,425,540 & 547. However, a complaint has been received by VC, DDA that all the NITs are not being given wide publicity as required as per these standing instructions, which has been viewed very seriously by VC, DDA.

In this context, it is once again enjoined upon all officers that they must invariably ensure that all the NITs are given wide publicity i.e. by issue of Press Notification, where so ever required, as well as by placing NIT's on DDA's web site well in time and also by endorsing copies of NITs to all concerned including the concerned Builders'/Contractors' Associations.

These instructions must be followed scrupulously and any violation of the same shall invite disciplinary action

: This issues with the approval of Engineer Member,  
DDA.

Chief Engineer(HQ)  
DDA.

Copy to:

1. C.V.O., DDA.
2. All CEs(Civil & Elect. i/c H<sub>1</sub>, Design & AC).
3. CAO, DDA.
4. Project Manager(Flyover)Gr.I&II and Project Manager(Elect.)
5. All Directors DDA i/c Hort.(North), Hort(South), Dir.(MM) & Dir.(Works).
6. All SEs(Civil & Elect. i/c Vig, AC & Design) DDA.  
(Service through their respective CE/CVO, DDA).
7. All EEs(Civil & Elect. i/c Vig, AC & Design) DDA.
8. All Dy./Jt. Director(Hort.) (Circulation through their respective Director).
9. EO-I, II, III, PPC-I, PPC-II, DDA.
10. File No.EM.4(5)98/Vol.I.

Copy to:

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

E.O.1 to E.M.  
DDA.

DELHI DEVELOPMENT AUTHORITY  
E.M.'s OFFICE

DT. 09.9.2003

Q-1(10)2003/DOA/7072

CIRCULAR      No. 560

SUB: Position regarding limitation period in respect of  
Claims on account of rescission of work and its  
completion at risk and cost of original Agency  
through another agency.

.....

Certain cases have come to notice where the Department's claims pertaining to realisation of extra expenditure incurred to get the balance work executed at the risk and cost of original Agency were treated as time barred. In this context, it is enjoined upon all concerned that immediately after rescission of work, joint measurements must be conducted to ascertain the actual quantum of work done by the first agency and the same shall be conveyed to the Agency along with the balance quantum of work ordered to be done at their risk and cost. It must be simultaneously ensured that the NIT for the execution of balance work is finalised, tenders floated and balance work awarded to the new agency without any loss of time. The original agency should be kept apprised of all these actions in writing from time to time.

Every precaution must be observed in all such cases, regarding adherence to the Terms & Conditions of the Agreement and all other contractual provisions so that no legal/contractual lacuna are left which can be detrimental to realising the claim of risk & cost amount. The amount coverable from the original agency should be immediately conveyed after award of the balance work to the new agency. Thereafter, if required,

....2....

Hand  
1/10/03  
A.F.L.V.

it must be ensured that, either the Arbitration Clause is invoked or recovery suit filed, as the case may be, invariably within the prescribed limitation period commencing from the date of rescission of the original contract.

This issues with the approval of Engineer Member in  
consultation with C.A.

( R.C. KINGER )  
CHIEF ENGINEER ( H.Q. )

Copy for information and compliance to:-

1. All Chief Engineers ( Civil & Elect. ) i/c. (HQ), (Design) & (QC), DDA
2. Project Manager (Flyover) Gr. I & II, DDA.
3. Director (Hort.) North & South, DDA.
4. Director (MM), DDA.
5. All SEs ( Civil & Elect. i/c. Vig., QC & Design ). DDA ( Service through their respective Chief Engineers/CVO ).
6. All EEs ( Civil & Elect. i/c. Vig., QC & Design ), DDA ( Service through their respective Chief Engineers/CVO/Project Manager (Flyover)/Dir. (MM), DDA ).
7. All Dy./Jt. Directors (Hort.) ( Circulation through their respective Dir. (Hort.) ), DDA.
8. E.C.-I, II & III, PPC-1, PPC-2, DDA.
9. Sr. A.O. (Plan), DDA.
10. File No. E/44/2002/Pt./DDA.

Copy to:-

1. PS to VC, DDA )
2. PS to EM, DDA )
3. PS to FM, DDA )
4. PS to CVO, DDA )
5. PS to CAD, DDA. )

FOR KIND INFORMATION OF THE LATTER

DIRECTOR ( WORKS )  
D.D.A.

Copy to  
V.P.  
S.T. 102  
A.C.

CIRCULAR NO. 11/561

b. Submission of Tender Documents

In continuation to Circular No. 499 issued vide No. 1(10)96/13729 dated 2/9/96 vide which specific instructions are given for avoiding delay in processing of tenders. It is, therefore, enjoined upon all concerned to strictly follow the guidelines as below.

The process of preparation of justification should be initiated alongwith floating of tenders so that justification is finalized within 2 days of receipt of tenders.

All the tenders which fall within the powers of the EE should be decided for acceptance within 15 days from the date of receipt of tenders.

The tenders which fall within the competency of SE, the justification should be sent by EE within 5 days from the date of receipt of tender and SE should finalize the tender so that the acceptance of tenders is decided within 3 weeks from the date of receipt of tenders.

The tender which fall within the power of CE, the concerned EE should submit the justification alongwith the relevant papers to the CE's office directly within 5 days and SE will send his recommendations within 10 days and CE should finalize the acceptance of tender within 30 days.

The tenders which fall within the powers of WAB, the CE should submit these tenders alongwith all recommendations to the WAB, within 4 weeks time from receipt of tender and tenders should be finalized within a total period of 60 days.

All the concerned officers are requested to adhere to the above schedule for processing the tenders.

This issues with the approval of Engineer Member, ODA.

(ER. S.C. SHARMA)  
DIRECTOR (WORKS)  
ODA.

Copy to:-

- All Chief Engineers i/c. CE (C) & CE (Elect.), ODA.
- CAO, ODA.
- All Superintending Engineer (Civil & Elect.), ODA.
- Director (EM), (Hort.) North & South, ODA.
- All Executive Engineer (Civil & Elect.), ODA.
- All Dy. Directors (Hort.), ODA.
- File No. EN.11(25)96/GTS.

Copy also forwarded to:

- OSD to VC, ODA.
- PS to FM, ODA.
- PS to EM, ODA.
- Director (Works), ODA.
- EO-I, II, III & PPC, ODA.
- AO (P), ODA.

} For information of latter.

EO-I to EM, ODA

Dy. NO. 8/0  
Date 28/5/04

**DELHI DEVELOPMENT AUTHORITY**  
**(EM's OFFICE)**

No. EM 1(10)/2004/DDA/7575

dt: 21-5-2004

**CIRCULAR No.562**

Vice-Chairman, DDA, with the concurrence of Finance Wing, is pleased to delegate powers to all Chief Engineers to purchase steel up to 20 MT per month depending upon their emergent requirement so that the works do not get stopped due to non-availability of particular dia reinforcement steel.

For making these local purchases for procurement of steel, the procedure as prescribed in Section-37 of CPWD Works Manual-2003 shall be followed strictly.

Purchases may be made from reputed manufacturers after call of tenders at the appropriate rates and the material be of the requisite quality with BIS Certification. Director (MM) has finalized tender documents for purchase of TMT steel from Main Producers i/c Secondary Producers. Similar terms and conditions may be followed by the Chief Engineers while purchasing the steel for emergent works. Copy of the same may be obtained from Director (MM) for reference.

The above delegation shall be reviewed after three months ending on 16<sup>th</sup> August, 2004.

Encl: Copy of note.

(S.C. Sharma) 21-5-04  
Director (Works)

Copy for information and compliance to:

1. All CEs (Civil & Elct.) i/c (HQ), (Design) & (QC), DDA.
2. Project Manager (Flyover) Gr-I & II, DDA.
3. Director (MM), DDA.
4. CAO for information.
5. E.O-I, II, III & (PRC), DDA.
6. File No. WAB 1(76)/Vol-34

Copy 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.

All concerned to note

25/5/04

(V.K. Chopra)  
E.O-I to E.M.

563 NOT ISSUED

7/26/99  
2/21/00

**DELHI DEVELOPMENT AUTHORITY**  
**[ENGINEER MEMBR'S SECTT.]**

No.EM.1(10)/2004/ 9191

dt: 18.2004  
1-9-2004

**CIRCULAR NO. 564**

Some deaths had occurred in relocated slum settlement in July-August, 1998. An inquiry was conducted by the Govt. of NCT, Delhi at that time which revealed that the cause of deaths was gastroenteritis. The cause for outbreak of gastroenteritis was reported to be poor hygienic conditions, lack of drainage, open defecation, hot and humid weather, storage of water in dirty Jerry canes/pitchers/ rusted buckets etc. Relocation of slums dwellers is being done by Slum & JJ Wing of MCD and DDA in various colonies. Delhi Jal Board provides water supply in these colonies.

The matter regarding outbreak of gastroenteritis resulting in deaths has received utmost concern from the Ministry of Urban Development Govt. of India and have conveyed following directions:

"In order to prevent reoccurrence of such incidents in future, it is necessary that appropriate measures are taken for maintenance of good hygienic and scientific conditions in the resettlement colonies as well as supply of potable drinking water to the slum dwellers".

All Engineers of DDA are, therefore, requested to, henceforth, strictly follow the above directions of Ministry of Urban Development. A copy of the ministry's reference dt: 4.8.04 is also appended for information and reference please.

Encl: as above

(R.B.LAL) Sd/-  
CHIEF ENGINEER(HQ)

Copy to:

1. All Chief Engineers i/c CE (QC) & CE(Elect.), DDA.
2. CVO/CAO, DDA
3. All Superintending Engineer (Civil & Elect.), DDA.
4. Dir. (MM), (Hort.) North & South, DDA.
5. All Ex. Engineer (Civil & Elect.), DDA.
6. All Dy. Dir. (Hort.), DDA.
7. File No. EM 14(3)99/Vig./DWK/DDA/PL.

Copy also forwarded to:

1. OSD to VC, DDA )
2. PS to FM, DDA ) For information of latter.
3. PS to EM, DDA )
4. Dir. (Works), DDA
5. E.O.-I, II, III & PPC, DDA
6. A.O.(P), DDA

E.O.- III to E.M.

*Handwritten notes and signatures:*  
Dr. B  
39/7/04  
pot up to 10/02/04  
copy to circle  
1/2/04



**ANNEXURE-III**

(Annexure to Circular No.565)

**CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR  
PRE-QUALIFICATION (Not to be made as part of P.Q. Document)**

Attributes		Evaluation	
(A) Financial strength	- 20 marks	(i) 60% marks for minimum eligibility criteria	
(i) Average annual turnover	- 12 marks	(ii) 100% marks for twice the minimum eligibility criteria or more.	
(ii) Solvency Certificate	- 8 marks	In between (i) & (ii) – or pro-rata basis	
(B) Experience in similar class of works	- 20 marks	(i) 60% marks for minimum eligibility criteria.	
		(II) 100% marks for twice the minimum eligibility criteria or more	
		In between (i) & (ii) – on pro-rata basis.	
(C) Performance on works (40 marks)			
Parameter	Calculation For Points	Score	Maximum marks
1. Time Over Run (TOR)			25
	if TOR	1.00 2.00 3.00 >3.50	
(a) without levy of compensation		25 20 10 0	
(b) With levy of compensation		25 10 5 0	
(c) Levy of compensation not decided		25 15 5 0	
TOR = AT/ST, where AT = Actual Time; ST = Stipulated Time			
<b>Note:</b> Marks for value in between the stages indicated above is to be determined by straight line variation basis.			
2. Quality			15
(i) Very Good		15	
(ii) Good		10	
(iii) Fair		5	
(iv) Poor		0	
(D) Personnel and Establishment (Max. 10 marks)			
(i) Graduate Engineer		3 marks for each	
(ii) Diploma holder Engineer		2 marks for each upto max. 4 marks	
(iii) Supervisory/Foreman		1 mark for each upto max. 5 marks	
(E) Plant & Equipment (Max. 10 marks)			
(i) Batching Plant		2 marks	
(ii) Transit Mixer & Concrete PUMP.		2 marks	
(iii) Trucks/Trippers		2 marks for each upto max. 4 marks	
(iv) Steel Shuttering		2 marks for each upto 800 sqm	
(v) Special Equipment		2 Marks ( to be fixed as per requirement & the type of equipment to be decided by CE ).	

**ANNEXURE-I**

(Annexure to Circular No.565)

**CRITERIA FOR PRE-QUALIFICATION OF CONTRACTORS AND  
EVALUATION OF PERFORMANCE**

1. The criteria for pre-qualification to be inserted in Section-II (Information and instructions for Applicants) and Section-III (Pre-qualification Information) of the Pre-qualification document and in the Press Notice, as given in Annexure-II, shall be decided on the following lines:
  - (A) **Para 2(a) of the Invitation to pre-qualify, 7.1 of Section-II and Form 'B' of Section-III**  
The 'month' shall be the month previous to the one in which the applications are invited.
  - (B) **Para 2(a) of the Invitation to pre-qualify and Column 7.1 of Section-II**  
**Experience** of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:  
Three similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies / Central Public Sector Undertakings) costing not less than the amount equal to 40% of estimated cost put to tender.  
Or  
Two similar completed works, costing not less than the amount equal to 50% of the estimated cost put to tender  
Or  
One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.
  - (C) **Para 2(b) of the Invitation to pre-qualify and 7.2 of Section-II**  
**Turnover:** Average annual financial turn over on construction works should be at least 30% of contract value, during last 3 years ending 31<sup>st</sup> March of the previous financial year.
  - (D) **Para 2(c) of the Invitation to pre-qualify and 7.3 of Section-II**  
**Profit/loss:** The date to be filled in this column should be 31<sup>st</sup> March of the previous financial year.
  - (E) **Para 2(d) of the Invitation to pre-qualify and 7.5 of Section-II**  
**Solvency Certificate:** The contractor should have a solvency of the amount equal to 40% of the estimated cost of the work.
  - (F) **Para 7.8 of Section-II**  
**Performance reports:** The performance report of the contractor, to be obtained by him from client/EE in sealed cover and enclosed with the pre-qualification document, should be on Form 'D'.

Contd.....2.

(G) Para 8.1.2 of Section-II

Scoring method for Evaluation: The scoring for evaluation mentioned in this column shall be done as given in Annexure-III. This shall not be made a part of the Pre-qualification document.

2. The cost of the respective works completed by an Agency shall be suitably enhanced @ 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of Turnover of the Agencies.
  3. For all works Pre-qualification criteria shall be based on above guidelines. However, for recorded reasons, CE, with prior approval of EM, may insert experience of particular categories of items like Stone Work, Metal False Ceiling, Basements, Form Works etc. as an additional Pre-qualification condition.
  4. The above Pre-qualification criteria shall be applicable for normal Civil & Electrical Works in DDA.
- 02

**ANNEXURE – II**  
**( ANNEXURE to CIRCULAR NO.565)**

**PRE-QUALIFICATION DOCUMENT FOR DDA WORKS**  
**Press Notice**  
**Delhi Development Authority**  
**Invitation to Pre-Qualify**

1. The Executive Engineer ..... on behalf of the Delhi Development Authority invites pre-qualification applications from firms/contractors of repute for the following work:

S. No.	Name of Work	Approx. Cost	Period of completion
--------	--------------	--------------	----------------------

2. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- (a) Should have satisfactorily completed three works (at least one of them in Central Government/ Central Autonomous Body/Central PSU) each costing Rs..... or two works each costing Rs..... or one work costing Rs .....of the following nature during the last seven years ending last day of the month .....
- (b) Should have had average annual financial turn over of Rs. .... on construction works during the last three years ending 31<sup>st</sup> March .....
- (c) Should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March .....
- (d) Should have a solvency of Rs. ....
3. Desirous contractors may obtain pre-qualification document on request in writing from the Executive Engineer ..... on payment of Rs.250/- in cash, upto 3.30 PM on .....
4. Application for pre-qualification supported by prescribed annexures should be submitted in sealed envelope duly superscribed with the name of work and due date of opening. The applications will be received upto 3.00 PM on ..... and will be opened by the Executive Engineer or his authorised representative in his office on the same day at 3.30 PM.
5. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in DDA. The department reserves the right to verify the particulars furnished by the applicant independently.
6. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.
7. The cost of the respective works completed by an Agency shall be suitably enhanced (a) 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of Turnover of the Agencies.

Executive Engineer

Cont....2/-

755/  
14/97-4

**DELHI DEVELOPMENT AUTHORITY**  
**( E. M's OFFICE )**

No. EM1(10)2004/DDA/ 9206

Dated: 9-9-2004

**CIRCULAR NO. 565**

**SUB:- Instructions for pre-qualification of Contractors :**

In supersession of the earlier instructions issued on the subject vide Circular No.525 endorsed vide No.EM1 (10)98/DDA/10186 dt.8.11.99 regarding pre-qualification of contractors, the following revised guidelines are issued for implementation in DDA works with immediate effect:-

1. **Pre-qualification of contractors shall be resorted to separately in respect of each work where estimated cost of the work exceeds Rs.5 Cr.**
2. The pre-qualification applications shall be invited on prescribed pre-qualification document for DDA works (To be prepared as per guidelines given in the enclosed Annexure-I & II) through Press Notice. The Chief Engineer in-charge of the work shall draft the pre-qualification criteria in accordance with guidelines laid down in the enclosed Annexure 'I & II', suggest deviations from the guidelines, where absolutely necessary and send the same to the Vice Chairman through EM & FM for approval.
3. For all works pre-qualification criteria shall be based on above guidelines. However, for recorded reasons, CE with prior approval of EM may insert experience of particular categories of items like Stone Work, Metal False Ceiling, Basements, Form Works etc. as an additional Pre-qualification condition.
4. The above Pre-qualification criteria shall be applicable for normal Civil & Electrical works in DDA.
5. To maintain uniformity in evaluation, assignment of marks for various attributes, is indicated in para 8.1.2 of Section-II of Annexure-II of the Pre-qualification document. Scoring method of evaluation is as given in Annexure-III.
6. The Pre-qualification applications shall be processed and evaluated by an Evaluation Committee comprising SE (P) as Chairman, SE-In-Charge, Dy C.A.O. of zone as members and the concerned E.E. as member Secretary. The CE would submit the complete case with his recommendations to Works Advisory Board (W.A.B) for consideration and approval of the list of eligible Pre-qualified contractors.

Exercise of pre-qualifications of contractors shall be started well in time so that the actual tendering process and other activities do not get delayed on this account.

This issues as per the approval of V.C. with the concurrence of F.M. & E.M. as recorded in file no.2 (3)96/DDA/vol.IX

Encl: - As above (Annexure I, II & III)

*(Signature)*  
**(K.B.LAL)**  
**CHIEF ENGINEER (HQ)**

DA 2  
Pur in Circular  
file.

*(Signature)*  
16/9/04

1. All CEs, i/c. El, QC, HQ & Design.
2. CVO, DDA.
3. CAO, DDA.
4. All SEs (Civil/Elect.) circulation through CEs.
5. SE(Vig.)-I, SE(Vig.)-II & Dir.(Vig.), DDA.
6. Project Manager Fly-over Projects Gr.I and II, DDA.
7. Dir.(Hort.) North & South, Dir.(MM), DDA.
8. Director(Works), DDA.
9. All EEs circulation through their respective CEs/ Project Manager (Fly-over), Dir.(MM).
10. All Jt.Dir./ Dy.Dir.(Hort.) circulation through respective Dir.(Hort.).
11. All Dy./Jt.CAO's attached to CEs, FO's to Dir.(Hort.) North & South and Dir.(MM).
12. EO-I, II, III to EM, & EE(Mon.), DDA.
13. A.O.(Plan) to EM, DDA.
14. File No. EM 11(11)95/GTS/Vol.I.
15. File No. EM.2(3)96/DDA/Vol.IX.

Copy for information to:-

1. V.C, DDA.
2. F.M., DDA
3. E.M., DDA.
4. OSD to LG for kind information of latter.

*Copy*  
9/10/04  
E.O-III to EM  
D.D.A.

**ANNEXURE-I**

(Annexure to Circular No.565)

**CRITERIA FOR PRE-QUALIFICATION OF CONTRACTORS AND  
EVALUATION OF PERFORMANCE**

1. The criteria for pre-qualification to be inserted in Section-II (Information and instructions for Applicants) and Section-III (Pre-qualification Information) of the Pre-qualification document and in the Press Notice, as given in Annexure-II, shall be decided on the following lines:
  - (A) **Para 2(a) of the Invitation to pre-qualify, 7.1 of Section-II and Form 'B' of Section-III**  
The 'month' shall be the month previous to the one in which the applications are invited.
  - (B) **Para 2(a) of the Invitation to pre-qualify and Column 7.1 of Section-II**  
**Experience** of having successfully completed works during the last 7 years ending last day of the month previous to the one in which applications are invited:  
Three similar completed works (at least one of them should be in Central Government / Central Autonomous Bodies / Central Public Sector Undertakings) costing not less than the amount equal to 40% of estimated cost put to tender,  
Or  
Two similar completed works, costing not less than the amount equal to 50% of the estimated cost put to tender  
Or  
One similar completed work of aggregate cost not less than the amount equal to 80% of the estimated cost.
  - (C) **Para 2(b) of the Invitation to pre-qualify and 7.2 of Section-II**  
**Turnover:** Average annual financial turn over on construction works should be at least 30% of contract value, during last 3 years ending 31<sup>st</sup> March of the previous financial year.
  - (D) **Para 2(c) of the Invitation to pre-qualify and 7.3 of Section-II**  
**Profit/loss:** The date to be filled in this column should be 31<sup>st</sup> March of the previous financial year.
  - (E) **Para 2(d) of the Invitation to pre-qualify and 7.5 of Section-II**  
**Solvency Certificate:** The contractor should have a solvency of the amount equal to 40% of the estimated cost of the work.
  - (F) **Para 7.8 of Section-II**  
**Performance reports:** The performance report of the contractor, to be obtained by him from client/EE in sealed cover and enclosed with the pre-qualification document, should be on Form 'D'.

Contd.....2.



(G) Para 8.1.2 of Section-II

Scoring method for Evaluation: The scoring for evaluation mentioned in this column shall be done as given in Annexure-III. This shall not be made a part of the Pre-qualification document.

2. The cost of the respective works completed by an Agency shall be suitably enhanced @ 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of Turnover of the Agencies.
  3. For all works Pre-qualification criteria shall be based on above guidelines. However, for recorded reasons, CE, with prior approval of EM, may insert experience of particular categories of items like Stone Work, Metal False Ceiling, Basements, Form Works etc. as an additional Pre-qualification condition.
  4. The above Pre-qualification criteria shall be applicable for normal Civil & Electrical Works in DDA.
- 02

ANNEXURE – II  
( ANNEXURE to CIRCULAR NO.565)

**PRE-QUALIFICATION DOCUMENT FOR DDA WORKS**

Press Notice  
Delhi Development Authority  
Invitation to Pre-Qualify

1. The Executive Engineer ..... on behalf of the Delhi Development Authority invites pre-qualification applications from firms/contractors of repute for the following work:

S. No.	Name of Work	Approx. Cost	Period of completion
--------	--------------	--------------	----------------------

2. Contractors who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- (a) Should have satisfactorily completed three works (at least one of them in Central Government/ Central Autonomous Body/Central PSU) each costing Rs..... or two works each costing Rs..... or one work costing Rs .....of the following nature during the last seven years ending last day of the month .....
- .....
- .....
- .....
- (b) Should have had average annual financial turn over of Rs. .... on construction works during the last three years ending 31<sup>st</sup> March .....
- (c) Should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March .....
- (d) Should have a solvency of Rs. ....
3. Desirous contractors may obtain pre-qualification document on request in writing from the Executive Engineer ..... on payment of Rs.250/- in cash, upto 3.30 PM on .....
4. Application for pre-qualification supported by prescribed annexures should be submitted in sealed envelope duly superscribed with the name of work and due date of opening. The applications will be received upto 3.00 PM on ..... and will be opened by the Executive Engineer or his authorised representative in his office on the same day at 3.30 PM.
5. If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in DDA. The department reserves the right to verify the particulars furnished by the applicant independently.
6. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable by it, if too many applications are received satisfying the basic PQ criteria.
7. The cost of the respective works completed by an Agency shall be suitably enhanced (a) 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of Turnover of the Agencies.

Executive Engineer

.....  
Cont....2/-

## SECTION-I

## BRIEF PARTICULARS OF THE WORK

1. Salient details of the work for which pre-qualification applications are invited are as under:

S.No.	Name of Work	Approx. Cost	Period of completion

2. The work is situated at .....
3. General features and major components of the work are as under:
- (i)
  - (ii)
  - (iii)
  - (iv)
4. Work shall be executed according to General/ Special Conditions of Contract for DDA, Works.

## SECTION II

## INFORMATION &amp; INSTRUCTIONS FOR APPLICANTS

## 1.0 General:

- 1.1 Letter of transmittal and forms for pre-qualification are given in Section III.
- 1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the applicant, it should be stated as "not applicable". The applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by telegram or telex and those received late will not be entertained.
- 1.3 The application should be type-written. The applicant should sign each page of the application.
- 1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and, rewriting. Pages of the pre-qualification document are numbered. Additional sheets, if any added by the contractor, should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 1.5 References, information and certificates from the respective clients certifying suitability, technical know how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer or equivalent.
- 1.6 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of pre-qualification document unless it is called for by the Employer.
- 1.7 Any information furnished by the applicant found to be incorrect, either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in DDA. If such applicant happens to be enlisted contractor of any class in DDA, his name shall also be removed from the approved list of contractors.
- 1.8 The pre-qualification document in prescribed form duly completed and signed should be submitted in a sealed cover. The sealed cover superscribed "Pre-qualification document for ..... shall be received by the Executive Engineer, or his authorised representative upto 3.00 PM on ..... Documents submitted in connection with pre-qualification will be treated confidential and will not be returned.
- 1.9 Prospective applicants may request clarification of the project requirements and pre-qualification document. Any clarification given by the Employer will be forwarded to all those who have purchased the pre-qualification document. No request for clarification will be considered after.....
- 2.0 Definitions:
- 2.1 In this document the following words and expressions have the meaning hereby assigned to them.
- 2.2 **Employer:** Means the Chairman, Delhi Development Authority acting through the Executive Engineer .....
- 2.3 **Applicant:** Means the individual, proprietary firm, firm in partnership, limited company private or public or corporation.
- 2.4 "Year" means "Financial Year" unless stated otherwise. -
- 3.0 **Method of Application :**
- 3.1 If the applicant is an individual, the application shall be signed by him above his full typewritten name and current address.

- 3.2 If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- 3.3 If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 3.4 If the applicant is a limited company or a corporation, the application shall be signed by a duly authorised person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.
- 4.0 **Final Decision Making Authority.**  
The employer reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the applicants.
- 5.0 **Particulars Provisional**  
The particulars of the work given in Section I are provisional. They are liable to change and must be considered only as advance information to assist the applicant.
- 6.0 **Site Visit**  
The applicant is advised to visit the site of work, at his own cost, and examine it and its surroundings to himself collect all information that he considers necessary for proper assessment of the prospective assignment.
- 7.0 **INITIAL CRITERIA FOR ELIGIBILITY FOR PRE-QUALIFICATION**
- 7.1 The applicant should have satisfactorily completed three works (at least one of them in Central Government/Central Autonomous Body/Central PSU) each costing Rs. .... or two works each costing Rs. .... or one work costing Rs. .... of the following nature during the last seven years ending last day of the month..... For this purpose, 'cost of work' shall mean gross value of the completed work including the cost of materials supplied by the Govt./Client, but excluding those supplied free of cost. This should be certified by an officer not below the rank of Executive Engineer/Project Manager or equivalent.
- 7.2 The applicant should have had average annual financial turn over (gross) of Rs. .... on Civil/Electrical construction works during the last three years ending 31<sup>st</sup> March ..... This should be duly audited by a Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average.
- 7.3 The applicant should not have incurred any loss in more than two years during the last five years ending 31<sup>st</sup> March ..... duly certified by the Chartered Accountant.
- 7.4 The bidding capacity of the contractor should be equal to or more than the cost of the work. The bidding capacity shall be worked out by the following formula:  
**Bidding Capacity = A \* N \* 2-B**
- Where,  
A = maximum value of construction works executed in anyone year during the last seven years taking into account the completed as well as works in progress.  
N = Number of years prescribed for completion of work for which pre-qualification application has been invited.  
B = Value of existing commitments and on going works to be completed during the period of completion of work for which pre-qualification has been invited.
- 7.5 The applicant should have a solvency of Rs. .... certified by his Bankers.
- 7.6 The applicant should own construction equipment as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring etc. and submit the list of firms from whom he proposes to hire.
- 7.7 The applicant should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The applicant should submit a list of these employees stating clearly how these would be involved in this work.
- 7.8 The applicant's performance for each work completed in the last 7 years and in hand should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained in sealed cover.
- 7.9 The cost of the respective works completed by an Agency shall be suitably enhanced @ 5% for each subsequent year following the financial year in which that particular work had been completed to bring it at par with the present cost. Enhancement on similar lines shall also be effected in respect of Turnover of the Agencies.

## 8.0 EVALUATION CRITERIA FOR PRE-QUALIFICATION

8.1 For the purpose of pre-qualification, applicants will be evaluated in the following manner:

8.1.1 The initial criteria prescribed in para 7.1 to 7.5 above in respect of experience of similar class of works completed, bidding capacity and financial turn over etc. will first be scrutinised and the applicant's eligibility for pre-qualification for the work be determined.

8.1.2 The applicants, qualifying the initial criteria as set out in para 7.1 to 7.5 above, will be evaluated for

following criteria by scoring method on the basis of details furnished by them.

(a) Financial strength (Form 'A')	Maximum 20 Marks.
(b) Experience in similar nature of Work during last seven years (Form 'B')	Maximum 20 Marks
(c) Performance on works (Form 'D')	Maximum 40 Marks
(d) Personnel and Establishment (Forms "E" & "E-I")	Maximum 10 Marks
(e) Plant & Equipment (Form 'F')	Maximum 10 Marks
<b>Total</b>	<b>100 Marks</b>

To pre-qualify, the applicant must secure at least sixty percent marks in criteria (a) & (b) above (i.e. Financial Strength & Experience in works of similar nature), fifty percent marks in each of the other criteria and seventy percent marks in aggregate.

The department, however, reserves the right to restrict the list of pre-qualified contractors to any number deemed suitable by it.

8.2 Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:

- (a) made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
- (b) record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses etc.

## 9.0 FINANCIAL INFORMATION

Applicant should furnish the following financial information:

Annual financial statement for the last five years (in Form "A").

## 10.0 EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS

10.1 Applicant should furnish the following:

- (a) List of all works of similar class successfully completed during the last seven years (in Form "B").
- (b) List of the projects under execution or awarded (in Form "C").

10.2 Particulars of completed works and performance of the applicant duly authenticated/certified by an officer not below the rank of Executive Engineer or equivalent should be furnished separately for each work completed or in progress (in Form "D").

## 11.0 ORGANISATION INFORMATION

Applicant is required to submit the following information in respect of his organisation (in Forms "E" & "E-I").

- (a) Name & Postal Address, i/c Telephone & Telex Number etc.
- (b) Copies of original documents defining the legal status, place of Registration and principal places of business.
- (c) Names & Title of Directors and Officers to be concerned with the work, with designation of individuals authorised to act for the organisation.
- (d) Information on any litigation in which the applicant was involved during the last five years, including any current litigation.
- (e) Authorisation for employer to seek detailed references.
- (f) Number of Technical & Administrative Employees in parent company, subsidiary company and how these would be involved in this work (in Form "E-I").

## 12.0 CONSTRUCTION PLANT & EQUIPMENT

Applicant should furnish the list of construction plant and equipment including steel shuttering, centring and scaffolding likely to be used in carrying out the work. (in Form "F"). Details of any other plant & equipment required for the work (not Included In Form F and available with the applicant may also be indicated.

## 13.0 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with pre-qualification document.

## 14.0 TENDER SUBMISSION

After evaluation of pre-qualification applications, a list of qualified agencies will be prepared. Thereafter, pre-qualified agencies only would be invited to submit tenders for the work.

Contd.....5.



15.0 **AWARD CRITERIA**

15.1 The employer reserves the right, without being liable for any damages or obligation to inform the applicant, to:

- (a) amend the scope and value of contract to the applicant.
- (b) reject any or all of the applications without assigning any reason.

15.2 Any effort on the part of the applicant or his agent to exercise influence or to pressurise the employer would result in rejection of his application. Canvassing of any kind is prohibited.

2

**SECTION III  
PRE-QUALIFICATION INFORMATION  
LETTER OF TRANSMITTAL**

From:

To  
The Executive Engineer  
.....

Subject: Submission of pre-qualification application for the work of .....

Sir,

Having examined the details given in pre-qualification press Notice and pre-qualification document for the above work, I/we hereby submit the pre-qualification document and other relevant information.

1. I/We hereby certify that all the statements made and Information supplied in the enclosed forms A to F and accompanying statement are true and correct.
2. I/We have furnished all information and details necessary for pre-qualification and have no further pertinent information to supply.
3. I/We submit the requisite certified solvency certificate and authorise the Executive Engineer ..... to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorise Executive Engineer, ..... to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. We submit the following certificates in support of our suitability, technical know how and capability for having successfully completed the following works:

Name of work :

Certificate from

Enclosures.

Seal of applicant

Date of submission

Signature(s) of Applicant(s)

**FORM 'A'  
FINANCIAL INFORMATION**

- I. Financial Analysis -Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

--	--	--	--	--

- i) Gross Annual turn over on construction works.
- (ii) Profit/Loss '

II. Financial arrangements for carrying out the proposed work.

- III. The following certificate is enclosed:  
(a) Solvency Certificate from Bankers of Applicant.

Signature of Chartered Accountant with Seal

Signature of Applicant(s)

Contd.....7.



**FORM 'B'****DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST SEVEN YEARS ENDING LAST DAY OF THE MONTH .....**

S.No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration pending/in progress with details*	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

\*Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of applicant(s)

**FORM 'C'****PROJECTS UNDER EXECUTION OR AWARDED**

S.No.	Name of work / project and location	Owner or sponsoring organization	Cost of work	Date of commencement as per contract	Stipulated date of completion	Uptodate percentage progress of work	Slow progress if any, and reasons thereof	Name and address /telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of Applicant(s)

**FORM 'D'****PERFORMANCE REPORT OF WORKS REFERRED TO IN FORM 'B' & 'C'**

- Name of work/Project & Location
- Agreement No.
- Estimated Cost
- Tendered Cost
- Date of Start
- Date of completion
  - Stipulated date of completion
  - Actual date of completion
- Amount of compensation levied for delayed completion, if any.
- Amount of reduced rate items, if any.
- Performance Report.
  - Quality of work
  - Financial soundness
  - Technical Proficiency
  - Resourcefulness
  - General behaviour

Very Good/Good/Fair/Poor  
 Very Good/Good/Fair/Poor  
 Very Good/Good/Fair/Poor  
 Very Good/Good/Fair/Poor  
 Very Good/Good/Fair/Poor

Dated:



Executive Engineer or Equivalent

Contd.....8

## FORM 'E'

STRUCTURE & ORGANISATION

1. Name & Address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal status of the applicant (attach copies of original document defining the legal status).
  - (a) An Individual
  - (b) A proprietary firm
  - (c) A firm in partnership
  - (d) A limited company or Corporation
4. Particulars of Registration with various Government bodies (attach attested photocopy).  
 Organisation/Place of registration  
 1.  
 2.  
 3.
5. Names and Titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorised to act for the organisation
7. Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the applicant, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organisation at any time? If so, give details.
10. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.
11. In which field of Civil Engineering construction the applicant has specialisation and interest?
12. Any other information considered necessary but not included above.

Registration No.

Signature of Applicant(s)

## FORM 'E-1'

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

S.No.	Designation	Total Number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Applicant(s)

Contd. ....9

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S. No.	Name of Equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
	<b>Earth moving equipment</b> 1. Excavators (various sizes) <b>Equipment for hoisting &amp; lifting</b> 1. Tower crane 2. Bulder's hoist <b>Equipment for concrete work</b> 1. Concrete batching plant 2. Concrete pump 3. Concrete transit mixer 4. Concrete mixer (diesel) 5. Concrete mixer (electrical) 6. Needle vibrator (electrical) 7. Needle vibrator (petrol) 8. Table vibrator (elect./petrol) <b>Equipment for building work</b> 1. Block making machine 2. Bar bending machine 3. Bar cutting machine 4. Wood thickness planer 5. Drilling machine 6. Circular saw machine 7. Welding generators 8. Welding transformers 9. Cube testing machines 10. M.S. pipes 11. Steel shuttering 12. Steel scaffolding 13. Grinding/polishing machines <b>Equipment for road work</b> 1. Road rollers 2. Bitumen paver finishers 3. Hot mix plant 4. Spreaders 5. Earth rammers 6. Vibratory road rollers <b>Equipment or transportation</b> 1. Tippers 2. Trucks <b>Pneumatic equipment</b> 1. Air compressors (diesel) <b>Dewatering equipment</b> 1. Pump (diesel) 2. Pump (electric) <b>Power equipment</b> 1. Diesel generators <b>Any other plant/equipment</b>									

Signature of Applicant(s)

CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR  
PRE-QUALIFICATION (Not to be made as part of P.Q. Document)

Attributes		Evaluation			
(A) Financial strength	- 20 marks	(i) 60% marks for minimum eligibility criteria			
(i) Average annual turnover	- 12 marks	(ii) 100% marks for twice the minimum eligibility criteria or more.			
(ii) Solvency Certificate	- 8 marks	In between (i) & (ii) – or pro-rata basis			
(B) Experience in similar class of works	- 20 marks	(i) 60% marks for minimum eligibility criteria.			
		(II) 100% marks for twice the minimum eligibility criteria or more			
		In between (i) & (ii) – on pro-rata basis.			
(C) Performance on works (40 marks)					
Parameter	Calculation For Points	Score			Maximum marks
1. Time Over Run (TOR)					25
	if TOR	1.00	2.00	3.00	>3.50
(a) without levy of compensation		25	20	10	0
(b) With levy of compensation		25	10	5	0
(c) Levy of compensation not decided		25	15	5	0
TOR = AT/ST, where AT = Actual Time; ST = Stipulated Time					
<b>Note:</b> Marks for value in between the stages indicated above is to be determined by straight line variation basis.					
2. Quality					15
	(i) Very Good		15		
	(ii) Good		10		
	(iii) Fair		5		
	(iv) Poor		0		
(D) Personnel and Establishment (Max. 10 marks)					
	(i) Graduate Engineer	3 marks for each			
	(ii) Diploma holder Engineer	2 marks for each upto max. 4 marks			
	(iii) Supervisory/Foreman	1 mark for each upto max. 5 marks			
(E) Plant & Equipment (Max. 10 marks)					
	(i) Batching Plant	2 marks			
	(ii) Transit Mixer & Concrete PUMP.	2 marks			
	(iii) Trucks/Trippers	2 marks for each upto max. 4 marks			
	(iv) Steel Shuttering	2 marks for each upto 800 sqm			
	(v) Special Equipment	2 Marks ( to be fixed as per requirement & the type of equipment to be decided by CE ).			



**Delhi Development Authority  
EM's Office**

No. EM 1(10)2004/DDA/

9289

Dated : 9.9.2004

**CIRCULAR No.566**

**Sub: Non-stipulation of cement and steel and additional conditions to be incorporated in contracts for the works in DDA.**

1. Detailed instructions had been issued for use of steel reinforcement bars in DDA projects vide Circular No. 553 dated 19.9.2002. wherein, it was decided that, hence forth, only TMT bars shall be stipulated to be issued from departmental store in all type of contracts costing upto Rs 5.00 Crores, whereas for contracts costing more than Rs 5.00 crores the T.M.T reinforcement bars were to be procured by the construction agencies directly from the main manufacturers viz SAIL, TISCO, IISCO and RINL.
2. However, recently CPWD vide office Memorandum No. DG (W)/CON/187 dated 20.2.2004 has decided that Departmental issue of cement and steel need not be stipulated in CPWD works contracts. NIT approving authority nevertheless, shall have discretion to stipulate these materials in the works costing less than Rs. 1 crore.
3. Due to this modification regarding stipulation of materials by C.P.W.D., it has been decided by the Competent Authority that, henceforth, for all works cement and steel shall not be issued from DDA Stores for works costing more than Rs 1.00 crores. In all future NIT's condition regarding procurement of cement and steel by the contractors shall be introduced. These materials shall conform to the specifications as laid down in the tender document.
4. "The contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS codes directly from the main producers i.e. SAIL, TISCO, IISCO and RINL. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS licence and having thermax/tempecore plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non -availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers. In case, of use of TMT bars from secondary producers, reduction in rate of Rs. 2.00/- (Rupees Two only) per kg from the quoted rate of Item No. --- shall be made for the quantity procured from secondary producers and used on the work (The reduction in rate of Rs. 2/- per Kg due to use of TMT bars procured from secondary producers instead of main producers is suggestive and shall be reviewed by the Chief Engineer while finalizing the NIT and incorporated accordingly). The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant specifications. In case, test result indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so."
5. In all contracts where departmental issue of cement and steel is not stipulated, special conditions shall be incorporated as per clause 26.2.1 (conditions for cement ) and 26.2.2 (conditions for steel ) of C.P.W.D Works Manual 2003 (copy of the extracts as slightly modified is enclosed as Annexure-I)

This issues with the approval of VC with the concurrence of FM & EM as recorded in file no. F 6(137)FO/D(MM).

Encl: Copy of Annexure-I

*K.B.LAL*  
(K.B.LAL) 3/10  
Chief Engineer (HQ)

1. All CEs including CE(QC), CE(Elect.), CE(HQ) and CE(Design)
2. CVO
3. CAO
4. Project Manager (Flyover) Gr. I & II, Dir (MM)
5. All SEs including SE(Elect.), SE(Design), SE(Vig) and SE(QC)
6. Director (Hort)N&S
7. All EEs including EE(Elect.), EE(Design), EE(Vig) and EE(QC)
8. EO-I, EO-II, EO-III and EE(PPC)
9. File No. WAB 1(76)/Vol. 34
10. G/File

Copy to:

1. OSD 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

*K.B.LAL*  
Chief Engineer (HQ)  
4/24

EXTRACTS OF CPWD WORKS MANUAL 2003**1. Conditions of Cement (Clause 26.2.1)**

- a) The contractor shall procure 43 grade (conforming to IS:8112) ordinary Portland cement, as required in the work, from reputed manufacturers of cement, having production capacity of 1 million tonnes or more per annum, such as ACC, I.&T, J.P. Rewa, Vikram, Shri Cement, Birla Jute and Cement Corporation of India, as approved by Ministry of Industry, Government of India, and holding licence to use ISI certification mark for their product. Supply of cement shall be taken in 50 kg bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-Charge to do so.
- b) The cement shall be brought at site in bulk supply of approximately 50 tonnes or as decided by the Engineer-in-Charge.
- c) The two cement godowns, one for the untested and the other one for cement that has been tested & approved, of capacity to store a minimum 2000 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. Double lock provision shall be made to the door of cement godowns. The keys of the one lock shall remain with Engineer-in-Charge or his authorized representative and the key of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godowns and no extra payment shall be paid for the same. The contractor shall facilitate the inspection of the cement godowns by the Engineer-in-Charge or his authorized representatives at any time.
- d) The cement shall be got tested by Engineer-in-charge and shall be used on work only after test results have been received. The contractor shall supply free of charge the cement required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below:-
  - i) By the contractor, if results show that the cement does not conform to relevant BIS codes
  - ii) By the Department, if the results show that the cement conforms to relevant BIS Codes
- e) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in Clause 42 of the contract and shall be governed by conditions laid therein.
- f) Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Engineer-in-Charge.
- g) Damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-Charge. If he does not do so within three days of receipt of such notice, the Engineer-in-Charge shall get it removed at the cost of the contractor.



## 2. Conditions of Steel (Clause 26.2.2)

- i) The contractor shall procure steel reinforcement of Thermo Mechanically Treated Bars conforming to relevant BIS codes directly from the main producers i.e. SAIL, TISCO, IISCO and RINL. The contractor shall have to submit documentary proof to the satisfaction of the Engineer-in-Charge of having procured the steel reinforcement from the main producers. In exceptional circumstances of non-availability of particular diameter for limited quantity and for a limited period, procurement of steel from secondary producers having valid BIS licence and having thermex/tempecore plant for production of TMT bars will be allowed with the prior approval of Chief Engineer in writing and who shall satisfy himself independently about the non-availability of particular diameter of steel for which request has been made by the contractor for procurement from the secondary producers. The contractor shall necessarily produce documentary evidence regarding non-availability of particular diameter of steel from the main producers. In case, of use of TMT bars from secondary producers, reduction in rate of Rs. 2.00/- (Rupees Two only) per kg from the quoted rate of Item No. --- shall be made for the quantity procured from secondary producers and used on the work. The reduction in rate of Rs. 2/- per Kg due to use of TMT bars procured from secondary producers instead of main producers is suggestive and shall be reviewed by the Chief Engineer while finalizing the NIT and incorporated accordingly. The contractor shall have to obtain and furnish test certificates to the Engineer-in-Charge in respect of all supplies of steel brought by him to the site of work. Samples shall also be taken by the Engineer-in-Charge and got tested in accordance with provisions of relevant specifications. In case, test results indicate that the steel arranged by the contractor does not conform to the specifications, the same shall stand rejected and shall be removed from the site of work by the contractor at his own cost within 7 days of written order from the Engineer-in-Charge to do so."
- ii) The steel reinforcement bars shall be brought to the site in bulk supply of 10 tonnes or more or as decided by the Engineer-in-Charge.
- iii) The steel reinforcement shall be stored by the contractor at site of work in such a way as to prevent distortion and corrosion and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- iv) For checking nominal mass, tensile strength, bend test, re-bend test, etc. specimen of sufficient length shall be cut from each size of the bar at random at frequency not less than that specified below :

Size of bar	For consignment below 100 tonnes	For consignment over 100 tonnes
Under 10mm dia bars	One sample for each 25 tonnes or part thereof	One sample for each 40 tonnes or part thereof
10mm to 16mm dia bars	One sample for each 35 tonnes or part thereof	One sample for each 45 tonnes or part thereof
Over 16 mm dia bars	One sample for each 45 tonnes or part thereof	One sample for each 50 tonnes or part thereof

- v) The contractor shall supply free of charge the steel required for testing. The cost of tests shall be borne by the contractor/Department in the manner indicated below :
- By the contractor, if results show that the steel does not conform to relevant BIS codes.
  - By the Department, if the results show that the steel conforms to relevant BIS codes
- vi) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained as provided in clause 10 of the contract. The theoretical consumption of steel shall be worked out as per procedure prescribed in clause 42 of the contract and shall be governed by conditions laid therein

**DELHI DEVELOPMENT AUTHORITY**  
**E.M's SECTT.**

No.EM1(10)2004/DDA/Pt./9449

Dt.21.9.04

**CIRCULAR NO.567**

**Sub:-** Preventive measures to check the seepage/ leakage in buildings:

Many complaints of leakage and seepage in the houses and other buildings, being constructed by DDA, are continuing to be received.

2. It is, therefore, enjoined upon all field engineers that, henceforth, no Water Supply Lines and Soil/ Waste Pipes would be embedded or concealed till the same have been duly tested for leakage/ seepage.

3. Pressure testing would be conducted in respect of all water supply lines and smoke test would be conducted in respect of all Soil/ Waste pipes to check for any seepage/ leakage before being embedded/ concealed.

4. (a) A proper register, duly issued by Divisional office & page numbered, shall be maintained to keep complete record of conducting of these tests for each line. Entries of testing of each line would be made in the Register by JE in-charge of the work.

(b) The concerned AE would Check to the extent of 50%.

(c) The Checking would also be done by the EE to the extent of about 20%.

These instructions must be followed scrupulously.

This issues with the approval of EM/ DDA.

  
DIRECTOR (WORKS)  
D.D.A

**Copy for information to:-**

1. All Chief Engineers i/c CE(QC),CE(EI), CE(HQ)&CE(Design)DDA,
2. CVO,
3. CAO,
4. Chief Architect,
5. Project Manager (Flyover)Gr.I & II,
6. All SEs, i/c SE(QC),SE(EI), SE(Vig.) & SE(Design) circulation through CEs.
7. Dir.(MM),
8. Dir.(Hort.) North & South, DDA,
9. All EE's circulation through their respective CEs/ Project Manager.
10. EO-I, II, III, & EE(PPC),
11. File No.EM3(18)78/Vol-36.
12. Guard File...

**Copy to:-**

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

DIRECTOR(WORKS)

**DELHI DEVELOPMENT AUTHORITY**  
**E.M.'S OFFICE**

NO.: EM 1(10)2004/ 9780

DT.: 19-10-2004

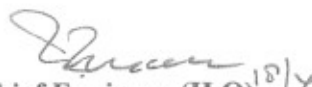
**OFFICE MEMORANDUM NO. 568./2004**

CPWD has introduced/modified certain Clauses/General Conditions of Contract vide their office memorandum No. DGW/CON/174 Dated 06.02.03. Since DDA is primarily following CPWD's tendering systems, the modifications, as introduced by CPWD, have been examined and it has been decided to accordingly modify the conditions about the rate of earnest money to be deposited by contractors as well as other clauses/conditions of contract for adoption in future N.I.Ts for DDA works as per details given in enclosed Annexure-A & Annexure-B respectively.

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

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 IX.

Encl.: (i) Annexure 'A'  
(ii) Annexure 'B'

  
Chief Engineer (H.Q.)

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

Chief Engineer (HQ)

**CRITERIA FOR DEPOSIT OF EARNEST MONEY**

DDA clause	Page	Para	Existing	Amended/Now Introduced
			<p>As per Circular No. 516 Dated 16.1.98</p> <p>(i)The earnest money is 2 ½% of the estimated cost for the works costing upto Rs 40 lacs</p> <p>(ii)and Rs 1 lac (one lac )+ 1/2%of the amount by which cost exceeds Rs 40 lacs., subject to maximum of Rs. 2.00 lacs</p>	<p>The earnest money should be @ 2% of the estimated cost put to tender for all works costing upto Rs.25 Crores and for work costing more than Rs. 25 Crores, earnest money should be Rs50 Lacs plus 1% of the excess over Rs.25 Crores.</p> <p>Earnest money may be deposited with each tender separately. Earnest money shall be deposited in any of the following manner: Cash/Currency receipt challan / Deposit at call receipt / Demand Draft of a Scheduled Bank Guaranteed by the Reserve Bank of India in favour of A.O CAU/.....,DDA</p>

## DELHI DEVELOPMENT AUTHORITY OFFICE MEMORANDUM

**VIKAS SADAN, NEW DELHI**
**DATED: /10/2004**

In pursuance of the recommendations of the Committee under the chairmanship of CHIEF ENGINEER (HQ) and approved by VICE CHAIRMAN DDA in file No. EM 2(3) 96/DDA/Vol IX, with the concurrence of E.M and F.M, DDA, the following clauses of the General Conditions of Contract for DDA works have been modified / introduced for adoption in all future N.I.T's of DDA works.

S.No	Subject	Clause No.	Whether Modified / Introduced
1.	Recovery of security deposit	1	Modified
2.	Performance guarantee (With prescribed proforma)	1 (A)	Introduced
3.	Compensation for delay	2	Modified
4.	When contract can be determined	3	Modified
5.	Option for closure of contract	3 (A)	Introduced
6.	Time and extension for delay	5	Modified
7.	Payment due to increase / decrease in prices / wages after receipt of tender for works	10(C)	Modified
8.	Payment due to increase / decrease in prices / wages after receipt of tender for works (Time period more than 18 months)	10(CC)	Modified

The Modified / Newly introduced clauses in PWD Form 7 and 8, are enclosed herewith  
Corresponding changes in Hindi version of these Clauses shall also be incorporated.

DDA clause	Page	Para	Existing	Amended/Now Introduced
1 Recovery of Security Deposit			<p>The persons/persons, whose tender (s) may be accepted (herein after called the contractor) shall permit Delhi Development Authority at the time of making any payment to him for work done and measured under the contract to deduct such sum, sums as along with the sum already deposit it as earnest money will amount to at 10%the gross value of work done in each running bill</p> <p>(i) Security deposit in case of works costing upto Rs. 50.00 lacs at the uniform @10% of the estimated cost put to tender.</p> <p>(ii) In case of works costing more than Rs. 50.00 Lacs. 5.00 lacs+2% of the amount by which the estimated cost exceeds Rs.50 lacs subject to maximum of Rs. 10.00 lacs.</p> <p>Such deduction are to be held by DDA by way of security deposit provided always that the Authority for this purpose shall be entitled to recover such/sums from the running bills as aforesaid the earnest money till the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the persons whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done and measured under the contract to deduct such sum, @ 10% of the gross value of work done, in each running bill as along with the amount of earnest money, if the work done, in each running bill as along with the amount of earnest money, is already deposited by the contract or bill amount 10% of the cost of work put to tender, subject to a maximum of Rs. 10 lacs, unless he/they has/have deposited the full amount of security deposit in cash or in form of government securities of fixed deposit receipt or guarantee bonds of any scheduled bank or the State Bank of India. In case a</p>	<p>The person / persons whose tender (s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by DDA byway of Security Deposit unless he/they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.</p> <p>All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.</p>



		<p>fixed deposit receipt of any Bank is furnished by the contractor the Government as part of the security deposit or any part thereof. In case a fixed deposit receipt of any bank is furnished by the contractor to the Delhi Development Authority as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss demand furnish additional security to the Delhi Development Authority to make good the deficit. The security deposit shall be collected from the running bill of the contractor as mentioned above and the Earnest Money if deposited in cash at the time of tender will be treated as part of the Security Deposit.</p> <p>NOTE - 1: Government papers tendered as security will be taken @ 5 % (five per cent) below its market price or its face value, whichever is less. The market price of Government paper ascertained by Divisional officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.</p> <p>NOTE-2: Government Securities will include all forms of securities mentioned in rule 274 of the G.F.R except fidelity bonds. This will be subject to the observance of the conditions mentioned under this rule against each form of security.</p>	<p>NOTE - 1: Government papers tendered as security will be taken at 5 % (five percent) below its market price or its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.</p> <p>NOTE-2: Government Securities will include all forms of securities mentioned in rule no. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.</p>
1A	Nil		<p><b>Performance Guarantee</b></p> <p>i) The contractor shall submit an irrevocable PERFORMANCE GUARANTEE of 5% (Five Percent), of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the <b>contract agreement</b>, (not withstanding and / or without prejudice to any other provisions in the contract) within 15 days of issue of letter of intent. This period can be further extended by the Engineer-in-Charge upto a maximum period of 7 days on written request of the contractor stating the reason for delays in procuring the Bank Guarantee, to the satisfaction of the Engineer - in - Charge. This Guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee Bonds of any</p>



					<p>Scheduled Bank or the State Bank of India in accordance with the form annexed hereto (<b>Annexure – I</b>). In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA, as part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused hereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.</p> <p>ii) A letter of intent shall be issued in the first instance informing the successful tenderer of the decision of the competent authority to accept his tender and the award letter shall be issued only after the Performance Guarantee in any of the prescribed form is received. In case of failure by the contractor to furnish the performance guarantee within the specified period, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.</p> <p>iii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of works gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.</p> <p>iv) The Engineer - in - charge shall not make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :-</p> <p>a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer - in - charge may claim the full amount of the Performance Guarantee.</p> <p>b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreements, within 30 days of the service of notice to this effect by Engineer-in-charge.</p>
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			<p>v) In the event of the contract being determined or rescinded under provisions of any of the clause/condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA</p> <p><b>NOTE:</b> Note 1 &amp; 2 given under clause 1 shall be applicable for Clause 1A.</p>
2 Compe- nsation for Delay		<p>The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be deemed to be the essence of the contract on the part of the contractor and shall be reckoned from the tenth day after the date on which the order to commence the work is issued to the contractor. The work shall through out the stipulated period of the contract be proceeded with all due diligence and the contractor shall pay as Compensation an amount equal to one percent or such smaller amount as the Superintending Engineer Delhi Development Authority (whose decision in writing shall be final.) may decide on the amount of the estimated cost of the whole as shown in the tender, for everyday that the work remain uncommenced or unfinished, after the proper dates. And further, to and ensure good progress during the execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month ( save for special jobs) to complete one/eight of whole of the work before one fourth of the whole time allowed under the contract has elapsed, three/eight of the work, before one half of such time has elapsed and three/fourth of the work, before three -fourth of such time has elapsed. However, for special jobs if a time schedule has been submitted by the contractor and the same has been accepted by the Engineer -In -Charge, the contractor shall comply with the same time schedule. In the event of the contractor failing to comply with this condition, he shall liable to pay as compensation an amount is equal to 1 % or such smaller amount as the Superintending Engineer Delhi Development Authority ( Whose decision in writing shall be final) may decide on the said estimated cost of the whole work for everyday that the due quantity of works remains incomplete;</p>	<p>If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer ( Whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete.</p> <p>This will also apply to Items or group of items for which a separate period of completion has been specified.</p> <p><b>Compensation @ 1.5% per For delay of Month of delay work to be computed on per Day basis</b></p> <p>Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work or to the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.</p> <p>The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the DDA In case, the contractor does not achieve a particular milestone mentioned in <b>Annexure - II</b> or, the rescheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be with-held, to be adjusted against the compensation levied at the final grant of extension of time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to</p>

		<p>provided always that the entire amount of the compensation to be paid under the provision of this clause shall not exceed ten percent, of the estimated cost of the work as shown in the tender.</p> <p>The contractor shall be required to submit a detailed programme for completion of work within the stipulated period in the form of a Bar Chart, covering all major Activities, to the Engineer -In -Charge shall be ensured by the contract or that the time schedule as laid down in the aforesaid Bar Chart covering all major activities, to the Engineer in charge within 10 days from the date of award of work. Modifications suggested by the Engineer-in -Charge shall be insured by the contract that the time schedule as laid down in the aforesaid Bar Chart is adhered. In case of any slip, the time lost will have to be made good by the contractor by speeding up the activities. In such cases, he shall be bound to follow the Engineer -in -charge.</p>	<p>the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the with - held amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be with-held. However, no interest, whatsoever, shall be payable on such with-held amount</p>
3 When Contract can be deter- mined		<p>The Engineer-In-Charge may without prejudice to his right, against the contractor in respect of any delay or inferior workmanship or otherwise on to any claims for damage in respect of any breaches of contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-</p> <p>(i) If the contractor having been given by the Engineer -In -Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such notice for a period of seven days. There after or, if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Engineer -In -Charge (which shall be final and binding), he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work day that day.</p> <p>(ii) If the contractor being a company shall pass resolution or the court shall make an order that the company shall</p>	<p>The Engineer-In-Charge may without prejudice to his right, against the contractor in respect of any delay or inferior workmanship or otherwise on to any claims for damage in respect of any breaches of contract and without prejudice to any right or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:-</p> <p>(i) If the contractor having been given by the Engineer -In -Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter.</p> <p>(ii) If the contractor being a company shall pass resolution or the court shall make an order that the company shall be</p>

		<p>be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitled the court or creditor to appoint a receiver or a manager or any of which entitle the court to make a winding up order.</p> <p>(iii) If the contractor commits breach or any of the terms and conditions of this contract.</p> <p>Nil</p> <p>Nil</p> <p>Nil</p> <p>(iv) If the contractor commits act mentioned in clause 21 hereof.</p> <p>Nil</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the DDA shall have powers:</p> <p>(a) To determine or rescind the contract as aforesaid (Of which termination or rescission notice in writing to the contractor under the hand of the</p>	<p>wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitled the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>(iii) Deleted</p> <p>(iv) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.</p> <p>(v) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge.</p> <p>(vi) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge</p> <p>(vii) If the contractor commits any acts mentioned in clause 21 hereof.</p> <p>(viii) If the work is not started by the contractor within, 1/8th of stipulated time.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-In-charge on behalf of the DDA shall have powers:</p> <p>(a) To determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of Engineer-</p>
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	<p>Engineer -In -Charge shall be conclusive evidence ). Upon such determination or rescission the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Delhi Development Authority.</p> <p>(b) To employ labour paid by the Delhi Development Authority and to supply materials to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials( the amount of which the cost and price certified by the Engineer -In -Charge shall be final and conclusive against the contractor) and crediting him with the value of work done in all respects in same manner and the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the Divisional officer as to the value of the work done shall be final and conclusive against the contractor, provided always that action under the sub clause shall only be taken after giving notice in writing to the contractor .Provided also that if the expenses incurred by the Authority are less than the amount payable to the contractor at his agreement rates, the difference shall not be 'paid to the contractor.</p> <p>(c)After giving notice to the contractor to measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work has been executed by him ( of the amount of which excess the certificate in writing of the Engineer -In -Charge shall be final and conclusive )shall be borne and paid by the original contractor and maybe deducted from any money due to him by Delhi Development Authority under this contractor or any other account what-so-ever or from his security deposit or the proceeds of sales there of sufficient part thereof as the case may be.</p> <p>In the event of any one of the above courses being adopted by the Engineer-in-Charge, the contractor shall have not claim to compensation for any loss sustained by him by reason of his having purchased or procured any</p>	<p>in-Charge shall be conclusive evidence). Upon such determination or rescission, the Earnest Money deposit, Security Deposit already recovered and Performance Guarantee under contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.</p> <p>(b) Deleted</p> <p>(c)After giving notice to the contractor to measure the work of the contractor and to take such whole, or the balance or part thereof, as shall be un- executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.</p> <p>In the event of above course(s) being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases or</p>
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		materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there to for actually performed under this contract unless and until the Engineer -In -Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid value so certified.	procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable In respect thereof and he shall only be entitled to be paid the value so certified.
3A		Nil	In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of Interest, loss of profit or damages etc. shall be payable at all.
5 Time & Extn- sion for Delay		If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindrances in its execution or any other ground, he shall apply in writing to the Engineer-in-Charge with in 30 days of the date of hindrance on account of which he desires such extension as aforesaid and the Engineer-In-Charge shall, if in his opinion (Which shall be final) reasonable grounds be shown there of, authorise such extension of time, as may, in his opinion be necessary or proper.	The time allowed for execution of the works as specified in the <b>Annexure - II</b> or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the 15th Day or such time period as mentioned in letter of Award after the date on which the Engineer -in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the contractor commits default in commencing the execution of the work as aforesaid, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.
	5.1	Nil	As soon as possible after the Contract is concluded the Contractor shall submit a Time & Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor



			within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestones given in <b>Annexure - II</b>
			If the work(s) be delayed by :- i) force majeure, or ii) abnormally bad weather, or iii) serious loss or damage by fire, or iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or v) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the contract, or vi) non-availability of stores, which are the responsibility of Government/DDA to supply or vii) non-availability or break-down of tools and plant to be supplied or supplied by Government/DDA. Or viii) any other cause which, in the absolute discretion of the authority mentioned in <b>Annexure-II</b> is beyond the contractor's control.
			then upon the happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
			Request for rescheduling of mile stones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
			In any such case the authority mentioned in <b>Annexure - II</b> may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor
	5.2	Nil	
	5.3	Nil	
	5.4	Nil	

			for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.
Clause 10 (C)		<p>If during the progress of the work price of any material incorporated in the works (not being material supplied from the Engineer-in-Charge's stores in accordance with clause 10 thereof) and / or wages of labour increases as a direct result of the coming in to force of any fresh law, or statutory rule or order ( but not due to any changes in sales tax) and such increase exceed 10% of the prices and / or wages prevailing at the time of receipt of tender for the work, and contractor thereupon necessarily and properly pay in respect of the material (incorporated in the work) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, then the amount of the contract shall accordingly be varied provided always that any increase so payable is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding) attributable to delay in the execution of the contract within the control of te contractor provided however no reimbursement shall be made if the increase is not more than 10% of the said prices/wages and if so the reimbursement shall be made only on the excess over 10% provided further that any such increase shall not be payable if such increase has become operative after the contract or extended date of completion of the work in question</p> <p>If during the progress of the works, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming in to force of any fresh law or statutory rules or order ( but not due to any changes in sales tax) and such decrease exceeds 10% of the price and / or wages prevailing at the time of the tender for the works Delhi Development Authority shall in respect of materials supplied from the Engineer-in-Charge's stores in accordance with clause-10 thereof and / or labour engaged on the execution of the work after the date of coming into</p>	<p>If after submission of the tender the price of any material incorporated in the works (not being material supplied from the Engineer-in-Charge stores in accordance with clause 10 thereof) and / or wages of labour increases as a direct result of the coming in to force of any fresh law, or statutory rule or order ( but not due to any changes in sales tax) and such increase in the price and / or wages prevailing at the time of the last stipulated date for receipt of the tenders including extensions if any for the work, and the contractor thereupon necessarily and properly pays in respect of that material (incorporated in the works) such increased price and / or in respect of labour engaged on the execution of the work such increased wages, 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 the work in question.</p> <p>If after submission of the tender, the price of any material incorporated in the works (not being a material supplied from the Engineer-in-Charge's stores in accordance with Clause 10 thereof) and / or wages of labour is decreased as a direct result of the coming in to force of any fresh law or statutory rules or order ( but not due to any changes in sales tax) and such decrease in the price and / or wages prevailing at the time of receipt of the tender for the work DDA shall in respect of materials incorporated in the works (not being materials supplied from the Engineer-in-Charge's stores in accordance with clause-10 thereof) and / or labour engaged on the execution of the work after the date of coming into force of such law statutory rule or order be</p>

		<p>force of such law statutory rule or order be entitled to deduct from the dues of the contractor such amount as shall be equivalent of the difference between the prices of the materials and / or wages as they prevailed at the time of receipt of tender for the work minus 10% thereof and the prices of material and/ or wages of labour on the coming into force of such law, statutory rule or order.</p> <p>The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available shall allow inspection of the same by a duly authorised representative of the Delhi Development Authority and further shall, at the request of the Engineer-in-Charge furnish, verified in such a manner as the Engineer-in-Charge may require any document so kept and such other information as Engineer-in-charge may require.</p> <p>The contractor shall, within a reasonable time of this becoming aware of any alteration in the prices of any such materials and / or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given in pursuant to this condition together with all informations relating thereof which he may be in a position to supply.</p>	<p>entitled to deduct from the dues of the contractor such amount as shall be equivalent to the difference between the prices of the materials and / or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of materials and / or wages of labour on the coming into force of such law, statutory rule or order.</p> <p>The contractor shall, for the purpose of this condition, keep such books of account and other documents as are necessary to show the amount of any increase claimed or reduction available and shall allow inspection of the same by a duly authorised representative of the DDA, and further shall, at the request of the Engineer-in-Charge may require any documents so kept and such other information as the Engineer-in-Charge may require.</p> <p>The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and / or wages of labour, give notice thereof to the Engineer-in-Charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.</p>
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<p>Clause 10CC Payment due to increase/decrease in prices / wages after Receipt of Tender for works (time period more than 18 months)</p>		<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the department in accordance with clause 10&amp;34 hereof) and / or wages of labour required for execution of the work increases, the contractor shall be compensated for such increases as per provisions detailed below and the amount of the contract shall accordingly be varied subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract including such period for which the contract is validity extended under the provisions of clause 5 of the contract without any action under clause 2 also subject to the condition that no such compensation shall be payable for a work for which the stipulated period of completion is 6 months or less, such compensation for escalation in the prices of materials and labour when due, shall be worked out based on the following provisions.</p> <ol style="list-style-type: none"> <li>1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.</li> <li>2. The cost of work on which escalation will be payable shall be reckoned as 85% of the cost of work as per bills running or final and from this amount the value of materials supplied under clause 10 of this contract, or services, rendered at fix charges as per clause 34 of this contract and proposed to be recovered in the particular bill, shall be deducted before the amount of compensation of escalation is worked out in the case of materials brought to site which any secured advance is included in the bill the full value of such materials as assessed by the Engineer-In-Charge (and not the reduced amount for which secured advance has been paid) shall be included in the cost of work done for operation of this clause. Similarly when such materials are in incorporated in the work and the secured advance is deducted from the bill the full assessed value of the materials originally considered for the</li> </ol>	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 10 &amp; 34 thereof) and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices shall be available only for the work done during the stipulated period of the contract. No escalation shall be paid for work executed in extended contract period even if extension of time is granted without any action under clause 2 and also no such compensation shall be payable for a work for which the stipulated period of completion is 18 months or less. Such compensation for escalation in the prices of materials and labour, when due shall be worked out based on the following provisions: -</p> <ol style="list-style-type: none"> <li>(i). The base date for working out such escalation shall be the last date on which tenders were stipulated to be received.</li> <li>(ii) The cost of work on which the escalation will be payable shall be reckoned as below: <ol style="list-style-type: none"> <li>a) Gross value of work (A) done upto this quarter</li> <li>b) Gross value of work (B) done upto the last quarter</li> <li>c) Gross value of work (C) done since previous quarter (a-b)</li> <li>d) Full assessed value of (D) Secured Advance fresh paid in this quarter</li> <li>e) Full assessed value of (E) Secured Advance recovered in this quarter</li> <li>f) Full assessed value of (F) Secured Advance for which escalation is payable in this quarter (d-e)</li> <li>g) Advance payment made (G) during this quarter</li> <li>h) Advance payment (H) recovered during this quarter</li> <li>i) Advance payment for (I) which escalation is</li> </ol> </li> </ol>
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		operation of this clause shall be deducted from the cost of the work shown in the bill running or final. Further the cost of work shall not include any work for which payment is made under clause 12 or 12A at prevailing market rates.	payable in this quarter (g-h)
			j) Extra items paid as per Clause 12 & 12A based on prevailing market rates during this quarter Then, $M = C + \frac{F+I-J}{N} \times 0.85 M$
			k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter (K)
			l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)
			<b>Cost of work for which escalation is applicable:</b> $W = N - (K + L)$
		3. Component of materials, labour, POL etc. shall be predetermined for every work and incorporated in the conditions of contract attached to be the tender papers and the decision of the Engineer-In-Charge in working out such percentage shall be binding on the contractor.	(iii). Component of cement, steel, materials, labour, POL etc. shall be predetermined for every work and incorporated in the conditions of contract attached to the tender papers (in para x) and the decision of the Engineer-In-Charge in working out such percentage shall be binding on the contractors.
		4. The compensation for escalation for materials, P.O.L shall be worked out as per the formula given below:-	(iv). The compensation for escalation for cement, steel materials and POL shall be worked out as per the formula given below:  (a) <b>Adjustment for component of "Cement"</b> $V_c = W \times \frac{X_c}{100} \times \frac{(CI - CI_0)}{CI_0}$ $V_c$ = Variation in cement cost i.e. increase or decrease in the amount in rupees to be paid or recovered. $W$ = Cost of work done worked out as indicated in sub-para (ii) of clause 10(cc). $X_c$ = Components of cement expressed as percent of the total value of work. $CI$ = All India whole sale price Index for Cement for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and



M1 = All India whole sale Index for

M1&M10=All India whole sale Index



		<p>for all commodities for the period under reckoning as published by the Economic Advisor to Government of India. Ministry of Industry and commerce for period under consideration and shall valid at the time of receipt of tenders, respectively.</p>	<p>Construction material for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.</p>
		<p>(ii) <math display="block">VF = W \times \frac{Z}{100} \times \frac{(FI - FIo)}{FIo}</math></p> <p>VF = Variation in cost of fuel, oil and lubricants, increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Value of work done worked out as indicated in sub-para 2 above.</p> <p>Z = Component of POL expressed as percent of total value work as indicated under the special conditions of contract.</p> <p>FI &amp; FIo = Average index of whole sale price for group (fuel, power, light &amp; lubricants) as published weekly by the Economic Advisor to Govt of India Ministry of Industry and commerce for the period under consideration and valid at the time of receipt of tenders, respectively.</p>	<p>M10 = All India whole sale price Index for Construction material valid on the last stipulated date of receipt of tenders including extension, if any as published by the Economic Advisor to Government of India, Ministry of Industry and commerce.</p> <p>d) Adjustment for component of POL</p> $VF = W \times \frac{Z}{100} \times \frac{(FI - FIo)}{FIo}$ <p>VF = Variation in cost of fuel, oil and lubricants i.e. increase or decrease in the amount in rupees to be paid or recovered.</p> <p>W = Cost of work done worked out as indicated in sub-para (ii) of clause 10(cc).</p> <p>Z = Component of fuel, oil and lubricants expressed as percent of total value of work.</p> <p>FI = All India wholesale price Index for fuel, oil and lubricant for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry and Commerce. New Delhi</p> <p>FIo = All India whole sale price Index for fuel, oil and lubricant valid on the last stipulated date of receipt of tender including extension, if any.</p>
		<p>5. The following principles shall be followed while working out the indices mentioned in sub para 4 above.</p> <p>(a) The compensation for escalation shall be worked out (at quarterly intervals) and shall be with respect to the cost work done during the three calendar months of the said work. The first such payment shall be made at the end of three months after the month excluding in which the tender was accepted and thereafter at three months interval. At the time of completion of the work,</p>	<p>(v). The following principles shall be followed while working out the indices mentioned in para (iv) above.</p> <p>(a) The compensation for escalation shall be worked out (at quarterly intervals) and shall be with respect to the cost of work done during the three calendar months of the said work. The first such payment shall be made at the end of three months after the month excluding in which the tender was accepted and thereafter at three months interval. At the time of completion of the work, the last period for payment</p>

		<p>the last period for payment might become less than 3 months depending on the actual date of completion.</p>	<p>might become less than 3 months, depending on the actual date of completion.</p>
		<p>(b) The index (M1/F1 etc) relevant to any quarter for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than the three months in index M1 and F1 shall be the average of the indices for the month falling within that period.</p> <p>(c) The base index M10, F10 etc. shall be the one relating the month in which the tender was stipulated to be received.</p>	<p>(b) The index (M1/F1 etc) relevant to any quarter/period for which such compensation is paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to date of completion after the quarter covered by the last such installment of payment, is less than the three months in index M1 and F1 shall be the average of the indices for the month falling within that period.</p>
		<p>6. The compensation for escalation of labour shall be worked out as per the following formula given below:</p>	<p>(vi). The compensation for escalation of labour shall be worked out as per the following formula given below:</p>
		$(ii) \quad VL = W \times \frac{Y}{100} \times \frac{(LI - L10)}{L10}$	$VL = W \times \frac{Y}{100} \times \frac{(LI - L10)}{L10}$
		<p>VL=Variation in labour cost i.e.increase or decrease in the amount in rupees to be paid or recovered.</p>	<p>VL=Variation in labour cost i.e. increase or decrease in the amount in rupees to be paid or recovered.</p>
		<p>W= Value of work done worked out as indicated in sub-para above.</p>	<p>W= Value of work done , worked out as indicated in sub-para above.</p>
		<p>Y=Component of labour expressed as percentage of the total value of work.</p>	<p>Y=Component of labour expressed as percentage of the total value of work.</p>
		<p>L10=Minimum daily wage in rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as on the last date on which tenders for the work were to be received.</p>	<p>L10=Minimum daily wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as on the last stipulated date of receipt of tender including extension, if any.</p>
		<p>L1=Minimum wage in rupees of an unskilled adult male mazdoor, as fixed under any law, statutory rule or order as applicable on the last day of the quarter previous to the one during which the escalation is being paid.</p>	<p>L1=Minimum wage in rupees of an unskilled adult male mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under</p>
		<p>7. The following principles will be followed while working out the</p>	

		<p>compensation as per sub-para 6 above.</p> <p>(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para 6 above shall be the higher of the following two figures namely those notified by Govt of India Ministry of Labour and those notified by the local administration, both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation for labourer shall also be paid at the same quarterly interval when escalation due to increase in cost of materials and/or POL, is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable for work done in all quarters subsequent to the quarter in which the revision of minimum wages takes place.</p> <p>(c) Irrespective of variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall from the basis working out the escalation compensation payable on the labour component.</p> <p>8. 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 10(cc) shall mutatic mutandis apply, provided that.</p> <p>(i) No such adjustment for the decrease in, the price of materials and wages or labour aforementioned would be made in a case of contracts in which the stipulated period of completion of the work is six months or less.</p>	<p>consideration.</p> <p>(vii). The following principles will be followed while working out the compensation as per sub-para 6 above.</p> <p>(a) The minimum wage of an unskilled male mazdoor mentioned in sub-para 6 above shall be the higher of the following two figures namely those notified by Govt of India Ministry of Labour and those notified by the local administration, both relevant to the place of work and the period of reckoning.</p> <p>(b) The escalation for labourer shall also be paid at the same quarterly interval when escalation due to increase in cost of materials and/or POL, is paid under this clause. If such revision of minimum wages takes place during any such quarterly intervals, the escalation compensation shall be payable for work done in all quarters subsequent to the quarter in which the revision of minimum wages takes place.</p> <p>(c) Irrespective of variation in minimum wages of any category of labour, for the purpose of this clause, the variation in the rates for an unskilled adult male mazdoor alone shall from the basis working out the escalation compensation payable on the labour component.</p> <p>(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 10(cc) shall mutatic mutandis apply, provided that.</p> <p>(a) No such adjustment for the decrease in, the price of materials and/or</p>
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		<p>(ii) The Engineer-In-Charge shall otherwise be entitled to lay down the principles on which the provision of this sub-clause shall be final and binding. 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.</p> <p>9. The component of material labour POL as indicated in para 3 of sub clause 10(cc) have been predetermined as below</p> <table> <tr> <td>(a)</td><td><b>Material</b></td><td>Seventy five percent</td><td>75%</td></tr> <tr> <td>(b)</td><td><b>Labour</b></td><td>Twenty Five Percent</td><td>25%</td></tr> <tr> <td>(c)</td><td><b>POL</b></td><td>NIL</td><td>X</td></tr> <tr> <td></td><td><b>Total component</b></td><td>Hundred</td><td>100%</td></tr> </table>	(a)	<b>Material</b>	Seventy five percent	75%	(b)	<b>Labour</b>	Twenty Five Percent	25%	(c)	<b>POL</b>	NIL	X		<b>Total component</b>	Hundred	100%	<p>wages of labour aforementioned would be made in a case of contracts in which the stipulated period of completion of the work is six months or less.</p> <p>(b) The Engineer-In-Charge shall otherwise be entitled to lay down the principles on which the provision of this sub-clause shall be final and binding.</p> <p>(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.</p> <p>(x) Schedule of component of Cement, Steel, Other materials, Labour etc. for price escalation.</p> <p><b>Clause 10 CC</b>  Component of Cement Xc  expressed as per cent of total value of work ...*.....%  Component of Steel Xs  expressed as per cent of total value of work ...*.....%  Component of Materials Xm  expressed as per cent of total value of work ...*.....%  Component of Labour Y  expressed as per cent of total value of work ...*.....%  Component of POL Z  expressed as per cent of total value of work ...*.....%</p>
(a)	<b>Material</b>	Seventy five percent	75%																
(b)	<b>Labour</b>	Twenty Five Percent	25%																
(c)	<b>POL</b>	NIL	X																
	<b>Total component</b>	Hundred	100%																

\* TO BE FILLED BY NIT APPROVING AUTHORITY (refer sub- para (iii))  
*(It is only for the guidance of N.I.T approving authority and it is not to be made part of the N.I.T where as actual percentage should be filled by N.I.T approving authority)*

**FORM OF PERFORMANCE SECURITY  
BANK GUARANTEE BOND**

1. In consideration of the Lt. Governor of Delhi (hereinafter called "The DDA" ) having agreed under the terms and conditions of agreement no..... dated..... made between ..... and ..... (hereinafter called "the said contractor (s)")..... For the work..... (hereinafter called "the said agreement") having agreed to ..... production of a irrevocable Bank Guarantee for ..... (Rupees..... only) as a security / guarantee from the contractor (s) for compliance of his obligations in accordance with the terms & conditions in the said agreement, we..... (hereinafter referred to as "the Bank")  
(I ndicate the name of the bank)  
here undertake to pay to the DDA an amount not exceeding Rs..... (Rupees..... only) on demand by the DDA
2. We..... do hereby undertake to pay the amounts due and payable under this Guarantee (indicate the name of the Bank)  
without any demure, merely on a demand from the DDA stating that the amount claimed is required to met the recovery due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We, the said bank further undertake to pay to the DDA any money so demanded not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, out liability under this present being absolute and unequivocal.  
The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.
4. We..... further agree that the guarantee herein contained shall remain in full force (indicate the name of the Bank)  
and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DDA under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till Engineer-in-Charge on behalf of the DDA certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We..... further agree with the DDA that the DDA shall have (indicate the name of the Bank)  
the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DDA against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any forbearance, act of omission on the part of the DDA or any indulgence by the DDA to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... lastly undertake not to revoke this guarantee except with the (indicate the name of the Bank) previous consent of the DDA in writing.
8. This guarantee shall be valid upto ..... Unless extended on demand by DDA Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees..... only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.  
Dated the ..... day of ..... for  
..... (indicate the name of bank).



TABLE OF MILE STONE (S)

S.No.	Description of Milestone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non- achievement of milestone
1.			
2.			
3.			
4.			

OR

S.No.	Financial Progress	Time allowed in days (from date of start)	Amount to be withheld in case of non- achievement of milestone
1.	1/8 <sup>th</sup> (of the whole work)	1/4 <sup>th</sup> (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payment, 1% of the tendered value of work will be withheld for failure of each milestone.
2.	3/8 <sup>th</sup> (of the whole work)	1/2 (of the whole work)	
3.	3/4 <sup>th</sup> (of the whole work)	3/4 <sup>th</sup> (of the whole work)	
4.	Full	Full	




CIRCULAR NO. 569

It has been pointed out by CE(QC) that Reduction Items are being accepted for ~~such~~ items which can easily be replaced/redone. He has pointed out in his circular No. 150 dated 24.12.2004 that in one of the works aluminum fittings were provided with M.S. Screws instead of Chromium Plated brass Screws and the provision of M.S. Screws in place of C.P. Brass Screws has been accepted at reduced rate.

→ This is not only objectionable but it shows lack of application on the part of field staff. It may please be noted that no reduction item ~~statement shall be prepared~~ <sup>shall be accepted</sup> without the approval of Chief Engineer irrespective of the fact that the tender has been accepted by different officers as per financial powers. The preparation of the reduction item should be resorted to only in those cases which cannot be replaced such as RCC work like columns, beams, slabs because the cube test results are obtained after 28 days of casting of such members. These instructions may be brought to the notice of all concerned.

I am endorsing a copy of this circular to CE(QC) to enforce these instructions strictly.

  
(PRABHASH SINGH)  
ENGINEER MEMBER

To All Chief Engineers i/c CE(Elect.), & CE(QC)

Copy to:

Chief Engineer (QC), DDA – for information and necessary action. This is with reference to his circular No. 150 dated 24.12.2004. If any instance of sub-standard work at reduced rate is observed during the inspection except for the items, which cannot be replaced, may be brought to the notice of this office for initiating action against the defaulting staff.

— acceptance  
of.

  
ENGINEER MEMBER