

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

NO.: EM 1(10)2004/ 2696

DT.: 12.4.05

**OFFICE MEMORANDUM NO. 572/2005**

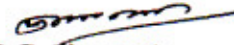
1. CPWD has introduced modified mode of deposit of earnest money vide office memorandum No. DGW/CON/203 Dated 30.09.04 Since DDA is primarily following CPWD's tendering system, this modification, as introduced by CPWD, has been examined and it has been decided to accordingly adopt the same in DDA as per modified draft given in enclosed Annexure-A.

2. C.P.W.D had also adopted modified clause 10(B)(ii) to (vi) pertaining to mobilization advance vide circular no DWG/CON/174 Dt 6.02.03. It has also been examined and decided to introduce additional clause 10 (B) (ii) to (vi) broadly on the same pattern, however, duly modified as per DDA's requirement as given in the enclosed Annexure-B

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

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

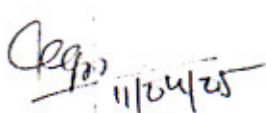
Encl.: (i) Annexure 'A'  
(ii) Annexure 'B'


  
(S.C. Sharma)  
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/CVO.)
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/Vol 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.

  
EO III to EM  
DDA

  
11.04.05

**Mode of Deposit of earnest money**

Clause No.	Existing	Modified Clause as drafted below is recommended to be adopted
<b>Earnest Money</b>	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 Laes plus 1% of the excess over Rs.25 Crores. 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 Reverse Bank of India in favour of A.O CAU/.....DDA	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 Laes plus 1% of the excess over Rs.25 Crores. Earnest money may be deposited with each tender separately. Earnest money shall be deposited in any of the following manner: In Cash (upto Rs. 10,000/- ) /currency Receipt Treasury challan/Deposit at call receipt of Scheduled Bank/fixed deposit receipt of scheduled bank/Demand Draft of a Scheduled Bank Guaranteed by the Reserve Bank of India issued in favour of.....DDA. When amount of earnest money is more than Rs.5 lakh, part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakh) shall be deposited in the shape as described above and for balance amount of earnest money, bank guaranty will also be acceptable in favour of .....DDA.

*Compared*  
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11.04.05



<p><b>Clause 10B</b></p>	<p>No change in the description of clause.</p>	<p>May be read as Clause 10B (i) . No change in the description of clause.</p>
<p><b>(ii) Mobilisation Advance</b></p>	<p>Nil</p>	<p>ii) Mobilization advance not exceeding 10% of the tendered value or estimated cost put to tender or Rs.1.00 crore, whichever is less may be given, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall execute a Bank Guarantee Bond from a Scheduled Nationalised Bank as specified by the Engineer-in-Charge for the full amount of such advance is released. Such advance shall be in Two or More installments to be determined by the Engineer-in-Charge at his absolute discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.</p> <p>Mobilization advance shall be admissible only for works where estimated cost put to tender is rupees two crores and above.</p>
<p><b>Plant &amp; Machinery Advance</b></p>	<p></p>	<p>iii) An advance for plant &amp; machinery required for the work and brought to site by the Contractor may be given if requested by the contractor in writing within one month of bringing such plant and machinery to site. Such advance shall be given on such plant and machinery, which in the opinion of the Engineer-in-Charge will add to the expeditious execution of work and improve the quality of work. The amount of advance shall be restricted to 5% of tender value. In the case of new plant and equipment to be purchased for the work, the advance shall be restricted to 90% of the price of such new plant and equipment paid by the contractor for which the contractor shall produce evidence satisfactory to the Engineer-in-Charge. No such advance shall be paid on any plant and</p>

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11.09/05



<p>of the circumstances are considered by the Engineer-in-charge. The period mentioned in (ii) and (iii) for recovery by the contractor in writing for mobilization advance and plant and equipment advance may be extended at the discretion of the Engineer-in-charge.</p> <p>vi) The said bank guarantee for advance shall initially be made for the full amount and valid for the contract period, and be kept in force from time to time to cover the advance amount and likely period of complete recovery together with interest.</p>	<p>equipment of perishable nature and on any plant and equipment of a value less than Rs. 50,000/-. Seventy five percent of such amount of advance shall be paid after the plant &amp; equipment is brought to site and balance twenty five percent on successfully commissioning the same.</p> <p>This advance shall further be subject to the condition that such plant and equipment (a) are considered by the Engineer-in-charge to be necessary for the works; (b) and are in and are maintained in working order; (c) hypothecated to the IDDA as specified by the Engineer-in-charge before the payment of advance is released. The contractor shall not be permitted to remove from the site such hypothecated plant and equipment without the prior written permission of the Engineer-in-charge. The contractor shall be responsible for maintaining such plant and equipment in good working order during the entire period of hypothecation failing which such advance shall be entirely recovered in lump sum.</p> <p>The contractor shall insure the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site. Any amount not recovered from the insurer will be borne by the contractor.</p> <p>iv) The mobilization advance and plant and machinery advance in (ii) and (iii) above bear simple interest at the rate of 10% per annum and shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Recovery of such sums advanced shall be made by the deduction from the contractor's bill commencing after first ten per cent of the gross value of the work is executed and paid, on pro rata percentage basis to the gross value of the work build beyond 10% in such a way that the entire advance is recovered by the time 80% of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the installment.</p>
<p>Interest and recovery</p>	

Completed  
104  
19/04/05

v) If the circumstances are considered reasonable by the Engineer in charge, the period mentioned in (ii) and (iii) for request by the contractor in writing for grant of mobilization advance and plant and equipment advance may be extended in the discretion of the Engineer in charge.

vi) The said bank guarantee for advances shall initially be made for the full amount and valid for the contract period, and be kept renewed from time to time to cover the balance amount and likely period of complete recovery together with interest.

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*11.06.05*



**DELHI DEVELOPMENT AUTHORITY  
EM's OFFICE**

No. EM 1(10)2005/ 2912

DT: 20.04.05

**Circular No. 573**

**Sub: Non-stipulation of C.I (Class) LA pipes to be incorporated in contracts for the works in DDA.**

1. CI (Class-LA) pipes are manufactured items and are easily available in the market having certified ISI markings. It has, therefore, been decided that, henceforth, for all future works in DDA, no stipulation for issue of CI (Class-LA) pipes by the department (free of cost or otherwise) in the tender / NITs shall be made implying that the same shall be arranged by the contractors them-selves. However, the respective NIT approving authorities shall ensure that the existing serviceable stock of CI (Class-LA) pipes is consumed at the first instance.
2. These instructions may be brought to the notice of all concerned so that they follow these instructions while preparing and approving the NITs.
3. A certificate from Director (MM)'s office/Store be obtained in respect of non-availability of CI (Class- LA) Pipes before approving the NIT.
4. Dir (MM) is directed not to procure new stock and ensure the utilisation of old serviceable stock.

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

  
(S.C.SHARMA) 20.4.05  
Chief Engineer (HQ)

Copy to:-

1. All CEs (Civil/Elect.)DDA with 20 spare copies for further distribution amongst SEs and EEs, Jt. CAO/FO & CE (HQ), DDA
2. CE (QC), DDA with 10 spare copies for circulation among SEs and EEs under his control.
3. CE (Design), DDA with 10 spare copies for circulation among SEs and EEs under his control.
4. CVO, DDA with 16 spare copies for circulation among SEs and EEs under his control.
5. CAO, DDA
6. Project Manager (Flyover) Gr., I and II, DDA with 7 spare copies each for circulation among EEs and FOs.
7. Director (hort.), North and South, DDA with 10 spare Copies each for circulation among Jt./Dy. Directors
8. Director (MM), DDA with 7 spare copies for circulation among EEs and FOs under his control.
9. Director (Works), DDA, Director (PR), DDA
10. EO-I, II, III, EE (PPC), DDA
11. A.O (Plan), DDA
12. EM 13 (S) 93/1C/Pl.
13. F.6(137)FO/Dir.(MM)
14. Hindi officer for Hindi version please.

Copy also forwarded to -

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

  
20/4/05  
(V.K.Chopra)



**DELHI DEVELOPMENT AUTHORITY  
EM's OFFICE**

No. EM 1(10)2005/ 3634

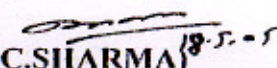
DT: 19.5.2005

**Circular No.5.7.4.**

**Sub: Non-stipulation of G.I pipes to be incorporated in contracts for the works in DDA.**

1. GI pipes are manufactured items and are easily available in the market having certified ISI markings. It has, therefore, been decided that, henceforth, for all future works in DDA, no stipulation for issue of GI pipes by the department (free of cost or otherwise) in the tender / NITs shall be made implying that the same shall be arranged by the contractors them-selves. However, the respective NIT approving authorities shall ensure that the existing serviceable stock of GI pipes is consumed at the first instance.
2. These instructions be brought to the notice of all concerned so that they follow these instructions while preparing and approving the NITs.
3. A certificate from Director (MM)'s office/Store be obtained in respect of non-availability of GI Pipes before approving the NIT.
4. Dir (MM) is directed not to procure any new stock of GI Pipes/Fittings and simultaneously ensure the utilisation of old serviceable stock.

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

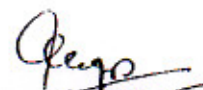
  
**(S.C.SHARMA)**  
**Chief Engineer (HQ)**

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11. A.O (Plan), DDA
12. EM 13 (5) 93/TC/Pl.
13. F.6(137)FO/Dir.(MM)
14. Hindi officer for Hindi version please.

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3. PS to FM for kind information of the latter

  
**(V.K. Chopra)**  
**EO III, DDA**



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

NO.: EM 1(10)2004/ 4381

DT. 14-6-2005

**OFFICE MEMORANDUM NO. - 575 / 2005**

CPWD has introduced modified mode of deposit of earnest money vide office memorandum No. DGW/CON/193 Dated 29.06.04 and has made Modifications in Notice Inviting Tenders (CPWD-6) as well as in the General Conditions of Contract. According to these modifications, the stage for taking earnest money has been altered and it has been stipulated to be taken along with application for tender rather than depositing of the same along with the deposit of tender documents.

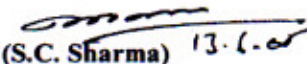
2. Accordingly the press tender notification, Form PWD-6, PWD-7/8, regarding stage of deposit of earnest money are partially modified as given in the enclosed annexure 'A'

3. It has further been decided that, if the intending tenderer wants to see the tender documents before giving application for obtaining tender documents along with deposit of requisite amount of earnest money, a few sets of tender documents should be made available in Division/CAU/Tender Sales Counter and a Register should be maintained at these places with a designated official to obtain signatures of the intending tenderers as a proof of their having seen the schedule etc.

4. It is, enjoined upon all concerned to ensure that these amendments/ modifications are adopted in all future N.I.Ts for DDA works.

5. 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.

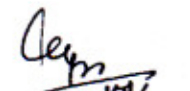
Encl: Annexure "A"

  
(S.C. Sharma) 13.6.05  
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/CVO.)
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/Vol IX.

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3. FM, DDA
4. CVO, DDA
5. CAO, DDA
6. Dir. (Works), EO -I, II, III & EE (PPC)/EM's office.

  
EO-III to EM



## ANNEXURE-A

Ref.	Page	S.No. / Para/ Clause	Existing	Amended / Modified
Press Tender Notice	5	Para-2	The tender documents can be obtained on any working day from the CAU /— Zone / sale counter , Vikas Minar, Press Building , Vikas Sadan between 10.00 AM to 3.00 PM on payment of amount mentioned against each work ( non refundable ) on production of valid ITCC and enlistment Certificate. Sale of tender form will be stopped four days (including the date of opening ) before the date fixed for the opening of tenders documents.	The tender documents can be obtained on any working day from the CAU /— Zone / sale counter , Vikas Minar, Press Building , Vikas Sadan between 11.00 AM to 3.00 PM on payment of cost of tender (non refundable) as well as amount of Earnest Money mentioned against each work on production of valid enlistment Certificate. Sale of tender forms will be stopped four days (including the date of opening) before the date fixed for the opening of tender documents.
Notice Inviting Tender	6	Para-4	Tenders paper are to be on PWD Form No. 7/8 -----which can be obtained from the office of CAU /— Zone / sale counter , Vikas Minar, Press Building/ Division Office on payment of a sum of Rs. ----- in cash. The time allowed the carrying out the work will be from the 10 <sup>th</sup> day of written order to commence work.	Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the ----- between Hours of 11.00 AM & 3.00 PM from -----to ----- on any working day. Tender documents will be issued during the above mentioned hours on any working day from the office of CAU/ ----- Zone / Divisional Office / Sale Counter of Vikas Minar / Vikas Sadan on payment of the following amount : i) Rs. ----- in cash as cost of tender (non refundable). ii) Earnest Money of Rs. ----- ----- In cash/ Receipt Treasury Challan/ Deposits at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of AO/ CAU/-----Zone, DDA. When amount of earnest money is more than Rs. 5 lakh, part of earnest money is acceptable in the form of bank guarantee also. In such case, minimum 50% of earnest money (but not less than Rs. 5 Lakh) shall be deposited in the shape as described above and



				for balance amount of earnest money, bank guaranty will also be acceptable in favour of AO/ CAU/ ----- Zone, DDA.
Notice Inviting Tender	6	Para-8	Earnest Money amounting to Rs. - ----- In currency Receipt Challan/ call Deposit receipt / demand draft of a scheduled bank guaranteed by the Reserve Bank of India must accompany with each tender and each tender is taken sealed cover tender for above and address to EE.	Each tender must be submitted in sealed cover addressed to EE / -----
Notice Inviting Tender	6	Para-8 (a)	The contractor whose tender is accepted shall execute an agreement on Rs. 2/- Stamp Paper reitrating his acceptance of the execution of the work on the rate and conditions set in the contract documents	The contractor whose tender is accepted shall execute an agreement on Rs. 50/- Stamp Paper reitrating his acceptance of the execution of the work on the rate and conditions set in the contract documents
PWD - 7/8 percent age/ Item rate tender for work.	11	Para-1	A sum of Rs. ----- is hereby forwarded as Demand Draft/ Call Deposit Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India as Earnest Money favour of AO, CAU, -----zone. If I / we fail to commence the work specified in the above Memorandum, I / we agree that the said Delhi Development Authority or their successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earned money absolutely otherwise the said earnest money shall be retained by the authority towards security deposit mentioned against Clause (d) of the above mentioned Memorandum.	A sum of Rs. ----- has been deposited in cash / receipt treasury challan / deposit at call receipt of a scheduled bank / fixed deposit receipt of a Scheduled Bank/ demand draft of a Scheduled Bank/ Bank Guarantee as Earnest Money as per provisions laid down in para 4 above, in favour of AO, CAU, -----zone. If I / we, fail to furnish the prescribed performance guarantee within the prescribed period, I/we agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, If I / we fail to commence work as specified, I / we agree that Chairman, DDA or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned else where in the tender documents and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12 and 12 A of the tender form.



				<p>I/we hereby declare that I/we shall treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.</p>
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