

allottees.

B. In addition to the future contracts, it is also enjoined upon all the Engineers to explore the possibility of crowding up the Supplementary Agreements in the existing housing contracts also. This shall, of course, have to be done with the mutual consent of the concerned contractor and the Department. The Supplementary Agreements in such cases shall also have to be drawn after the completion of the major part of the work except the above mentioned finishing items, which would be got executed through the same agency during the process of handing over of physical possession of flats to the prospective allottees. For this, the complete case should be put up to the respective tender accepting authority for necessary permission.

These instructions shall be implemented with immediate effect.

Encl: As Above.

(R.L. IVANS)
ENGINEER MEMBER
D.D.A.

1. All Chief Engineers i/c CE(QC), CE(Elect.) & CE(Design).
2. All SEs i/c Q.C., Electrical & Design.
3. All Directors.
4. Director (Works).
5. All EE's of DDA i/c Q.C., Elect. & Design.
6. Dy. Directors (Hort.).
7. All Accounts Officers, DDA.
8. E.O.-I, II & III.
9. Sr. A.O.(P) to E.M.

COPY TO:-

1. CSD to VC for information.
2. PS to F.M. for information.
3. C.A.O.
4. C.L.M.
5. Secretary (WAB).
6. WAB.1(76)Pt.IX/Pt. file.

ENGINEER MEMBER
D.D.A.

CLAUSE-6 C:

1. Notwithstanding the provisions contained in other clauses, the Engineer-in-Charge may decide to draw a Supplementary Agreement to the Main Agreement with the original contractor, with whom the Main Agreement had been executed, at the far end of the contract for subsequent execution of some of the finishing items e.g.,

- i) Final coat of white wash/distemper, painting & water proofing cement paint etc.
- ii) Final floor grinding.
- iii) Providing and fixing glass panes.
- iv) Providing and fixing of sanitary fittings and fixtures.
- v) Fixing of door/window shutters including fittings and fixtures.

The above items shall be executed separately under the Supplementary Agreement with the original contractor of the main work in the eventuality of Engineer-in-Charge deciding to opt for the same. The contractor will execute the work covered by these items under a Supplementary Agreement as per terms and conditions of this agreement, whenever, called upon to do so by the Engineer-in-Charge.

2. The main contract shall be provisionally finalised by the Engineer-in-Charge as per terms and conditions of the agreement barring the above items, with the following conditions :-

- a) Pending dues of contractor in provisional final bill be tied up minimum to the extent of more than the cost of pending items.
- b) The payment of 10% of the amount of work which is included in the Supplementary Agreement will be

.....2/-

withheld/retained by DEA till the completion
of work covered by the Supplementary Agreement.

3. During the operation of the Supplementary
Agreement, the watch and ward of the entire work including
the completed portion of the work of the Main Agreement
shall continue to remain the responsibility of the
contractor. The contractor shall also be liable to
make good any loss or damage to the executed items
of Main Agreement. The contractor shall not be paid
anything extra on this account.

4. The Supplementary Agreement shall be as per
the enclosed draft, the terms of which are acceptable
to the parties.

FORM OF SUPPLEMENTARY AGREEMENT

This Agreement made this day the
19..... between..... hereinafter, called the
First Party which expression shall include his heirs,
executors and administrators/their successors and assigns
and the Chairman, I.D.W through
hereinafter, called the Second Party, which expression
shall include his successors & assigns. The terms of
the agreement shall be as under :-

1. That this Agreement shall be called as
Supplementary Agreement to the Agreement No.....
relating to the construction of entered
into by the parties to this agreement.
2. That WHEREAS the First Party has substantially
completed the execution of the work described in and covered
by the Agreement No..... except the items mentioned
in the Schedule annexed to this Agreement And Whereas
the items of the work mentioned in the Schedule annexed
to this Agreement cannot now be executed. And Whereas
both the parties are desirous that the items mentioned
in the schedule annexed to this Agreement should be
executed by the First Party at the time of actual
handing over of the physical possession of the flats
to the allottees. It is, hereby, further agreed as
under :-

- a) That the First Party shall and will execute the work
covered by the items mentioned in the Schedule annexed
to this Agreement at the rates and as per the terms
and conditions of the original Agreement No.....
whenever called upon to do so by the Engineer-In-
Charge within a period of -----or as extended
by him from time to time.

- b) That the First Party shall have absolutely no claim of whatsoever nature against the Second Party for doing the work mentioned in schedule annexed to this Agreement as required under Clause-(a) above, except that which he would be entitled to under the original Agreement No.....
- c) That the First Party shall be liable to execute **all other items arising out of the original Agreement No.....** which in opinion of the Engineer-in-Charge, are necessary.
- d) That the First Party shall start with the work of the remaining items mentioned in the Schedule annexed to this Agreement within.....days from on the receipt of a letter to that effect, from the Engineer-in-Charge or from any date fixed in the said letter and shall complete the said work within the time fixed by the said Engineer-in-Charge or as extended, by him from time to time.
- e) That on the due execution and completion of this Agreement by the parties, the bill of the First Party in relation to the work already done by him under the Original Agreement No..... shall be provisionally finalised by the Second Party and payment on account, if any amount is due, shall be made to the First Party subject to the conditions that
- i) Pending dues of contractor in provisional final bill be tied up minimum to the extent of more than the cost of pending items.
- ii) The payment of 10% of the amount of work as included in the Supplementary Agreement would be withheld/retained as security till the completion of work

Amended
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covered by Supplementary Agreement. The Second Party shall have a right to deal with the said amount of security as it thinks proper under the terms and conditions of the original agreement. Further, on the due execution and completion of this Agreement, to the satisfaction of the Engineer-in-Charge, the First Party shall be entitled to refund of the security deposit relating to the work in question, subject to the right of the Second Party to retain such amount as it thinks reasonable as mentioned above soon after the maintenance period of three months or six months, as the case may be as mentioned in Clause.....of the original Agreement, is over.

- f) That the final bill relating to the entire work under the two agreements shall be prepared after the completion of the entire work covered by Agreement No..... and this Agreement.
- g) That during the operation of Supplementary Agreement, the watch and ward of the entire work including the completed work of the Main Agreement shall continue to remain the responsibility of the first Party. The first party shall also be liable to make good any loss or damage to the executed items of Main Agreement for which nothing extra shall be paid to the first party.
- 3. Except as modified by this Agreement, the said original Agreement No.....shall remain in full force and effect in all respect including technical audit, defect liability etc.

IN WITNESS WHEREOF, THE ABOVE MENTIONED PARTIES HAVE PUT THEIR signature on this day the.....