

DELHI DEVELOPMENT AUTHORITY
E.M.'S OFFICE.

NO. EM1(10)83/Vol-VIII/Pt.-A/

Dt.

CIRCULAR NO. 542

The Works Advisory Board in its 22nd (2000), meeting held on 27/11/2000, the minutes of which have been circulated vide NO. WAB 1(76)2000/Secy./11269-78 dt. 14/12/2000, and review Minutes dt. 21/6/2001 has approved the adoption of amendment in Clause 10CC of contract forms of PWD 7&8, circulated by CPWD vide Office Memorandum NO. DGW/CON/140 dt. 28/4/2000, for application in future NITs to be issued henceforth Clause 10 CC of the General conditions of the contracts is thus hereby amended henceforth to read as below upto sub-clause(ii) rest of the Clause remains as it is :-

CLAUSE : 10 (CC):

If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clause 10 & 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 including such period for which the contract is validly extended under the provisions of Clause 5 of the contract without any action under Clause -2 and also subject to the condition that 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:-

1. The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any or as agreed upon otherwise.
2. The cost of work on which the escalation will be payable shall (W) be reckoned as below:
 - a) Gross Value of work done upto this quarter. (A)
 - b) Gross value of work done upto the last quarter. (B)
 - c) Gross value of the work done since previous quarter(A-B) (C)

d) Full assessed value of secured advance fresh paid in this quarter. (D)

e) Full assessed value of Secured Advance recovered in this quarter. (E)

f) Full assessed value of Secured Advance for which Escalation is payable in this Quarter(D-E) (F)

g) Advance payment made during this quarter. (G)

h) Advance payment recovered during this quarter. (H)

i) Advance payment for which escalation is payable in this quarter (G-H) (I)

j) Extra items paid as per Clause 12 & 12 A based on prevailing market rates during this quarter. (J)

Then, $X = C + F + I - J$

$Y = 0.85 X$

k) Less cost of material supplied by the Deptt. As per Clause 10 & recovered during the quarter. (K)

l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter. (L)

Cost of work for which escalation is applicable.

$W = Y - (K+L)$

The provisions of F & A Circular NO. 10/93 dt. 10/12/93 shall not be applicable to such contracts.

This shall, however, not effect the on going/old contracts.

This issues with the approval of E.M./F.M.

(Signature)
(E.M. VINDRA)
CIVIL ENGINEER (U.C.) DDE

COPY TO:-

1. All CEs (Civil)i/c. CE(Elect.)- with 20 spare copies each for further distribution amongst SE's and EE's , Jt. CAO, FD and CE(HQ) with 5 spare copies.
2. CE(AC) with 10 spare copies for circulation among his SE and EEs.
3. CE(D), DDA with 10 spare copies for circulation among his SEs & EEs.
4. CVO, DDA with 15 spare copies for circulation among his SEs & EEs.
5. CAO, DDA, he is requested to withdraw F & E circular NO. 10/93 dt. 10/12/93 in respect of the contracts with amended format as above to avoid contradiction in the provision.
6. Project Manager (Flyover) Gr. I and II with 7 spare copies each for circulation among EEs and FDs.
7. Dir.(Hort.) North and South with 10 spare copies each for circulation among Jt. /Dy.Directors.
8. Dir.(MM) with 7 spare copies for circulation among his EEs & FDs.
9. Director (Works).
10. EO-I,II,III, PPC-1 , PPC-2, to EM, DDA.
11. A.O.(Plan), DDA.

COPY FOR INFORMATION TO:-

1. V.C., DDA.
2. E.M., DDA.
3. F.M., DDA.

See
(ER. V.K. CHOPIRA),
EO-I to E.M., D.D.A.