

DELHI DEVELOPMENT AUTHORITY
E.M.'s OFFICE

DT. 09.9.2003

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.

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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,

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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 CIA.

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

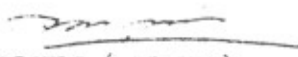
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4. Director (MM), DDA.
5. All SEs (Civil & Elect. i/c. Vig., RC & Design). DDA (Service through their respective Chief Engineers/CVO).
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DIRECTOR (WORKS)
D.D.A.

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