

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.) 18/10

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>
<p>1A</p>	<p>Nil</p>		<p>Performance Guarantee</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 contract agreement, (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 (Annexure - I). 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>NOTE: Note 1 & 2 given under clause 1 shall be applicable for Clause 1A.</p>
<p>2 Compensation for Delay</p>		<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/eighth of whole of the work before one fourth of the whole time allowed under the contract has elapsed, three/eighth 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>Compensation @ 1.5% per For delay of Month of delay work to be computed on per Day basis</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 Annexure - II 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>
<p>3 When Contract can be deter- mined</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 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 there of 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 Annexure - II 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

	5.2	Nil	<p>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 Annexure - II</p> <p>If the work(s) be delayed by :-</p> <ul style="list-style-type: none"> 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 Annexure-II is beyond the contractor's control.
	5.3	Nil	<p>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.</p> <p>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.</p>
	5.4	Nil	<p>In any such case the authority mentioned in Annexure - II 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</p>

			<p>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.</p>
<p>Clause 10 (C)</p>		<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&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"> 1. The base date for working out such escalation shall be the last date on which tenders were stipulated to be received. 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 corporated in the work and the secured advance is deducted from the bill the full assessed value of the materials originally considered for the 	<p>If the prices of materials (not being materials supplied or services rendered at fixed prices by the Department in accordance with Clauses 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. 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"> (i). The base date for working out such escalation shall be the last date on which tenders were stipulated to be received. (ii)The cost of work on which the escalation will be payable shall be reckoned as below: <ol style="list-style-type: none"> 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 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 (I)
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		<p>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.</p> <p>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.</p> <p>4. The compensation for escalation for materials, P.O.L shall be worked out as per the formula given below:-</p>	<p>payable in this quarter (g-h)</p> <p>j) Extra items paid as per Clause 12 & 12A based on prevailing market rates during this quarter (J)</p> <p>Then, $M = C + \frac{F+I-J}{N} = 0.85 M$</p> <p>k) Less cost of material supplied by the Department as per Clause 10 and recovered during the quarter (K)</p> <p>l) Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)</p> <p>Cost of work for which escalation is applicable:</p> <p>$W = N - (K + L)$</p> <p>(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.</p> <p>(iv). The compensation for escalation for cement, steel materials and POL shall be worked out as per the formula given below:</p> <p>(a) Adjustment for component of "Cement"</p> $V_c = W \times \frac{X_c}{100} \times \frac{(C_1 - C_{10})}{C_{10}}$ <p>V_c = Variation in cement cost 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>X_c = Components of cement expressed as percent of the total value of work.</p> <p>C_1 = 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</p>
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		<p>Commerce.</p> <p>C10=All India whole sale Price Index for cement as published by the Economic Advisor to Government of India, Ministry of Industry and commerce as valid on the last stipulated date of receipt of tenders including extension, if any.</p> <p>(b) Adjustment for component of "Steel"</p> $V_s = W \times \frac{X_s}{100} \times \frac{(S1-S10)}{S10}$ <p>Vs=Variation in steel cost 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>Xs=Components of Steel expressed in percent to the total value of the work.</p> <p>S1=All India whole sale price Index for Steel for the period (bar and rods) for the period under consideration as published by the Ministry of Industrial Development, Government of India, New Delhi</p> <p>S10=All India whole sale price Index for steel (bar and rods) published by the Economic Advisor to Government of India. Ministry of Industry and commerce as valid on the last stipulated date of receipt of tender including extension, if any.</p> <p>(c) Adjustment for component of "Materials"</p> $V_m = W \times \frac{X_m}{100} \times \frac{(M1 - M10)}{M10}$ <p>Vm=Variation in materials cost 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 2 above.</p> <p>Xm=Components of materials expressed as percent of the total value of the work.</p> <p>M1&M10=All India whole sale Index</p>	<p>MI =All India whole sale Index for</p>
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		<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>(ii) $VF = W \times \frac{Z}{100} \times \frac{(FI - FIo)}{FIo}$</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>F1 & FIo=Average index of whole sale price for group (fuel, power, light & 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>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>Construction material for the period under consideration as published by the Economic Advisor to Government of India, Ministry of Industry and Commerce.</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>(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>
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		<p>the last period for payment 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 month 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>6. The compensation for escalation of labour shall be worked out as per the following formula given below:</p> <p>(ii) $VL = W \times \frac{Y}{100} \times \frac{(LI - LIo)}{Llo}$</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>Y=Component of labour expressed as percentage of the total value of work.</p> <p>Llo=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>Ll=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>7. The following principles will be followed while working out the</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/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 month in index M1 and F1 shall be the average of the indices for the month falling within that period.</p> <p>(vi). The compensation for escalation of labour shall be worked out as per the following formula given below:</p> <p>$VL = W \times \frac{Y}{100} \times \frac{(LI - LIo)}{Llo}$</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>Y=Component of labour expressed as percentage of the total value of work.</p> <p>Llo=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>Ll=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>
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		<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 ofreckoning.</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 border="0" data-bbox="536 763 933 1094"> <tr> <td>(a)</td> <td>Material</td> <td>Seventy five percent</td> <td>75%</td> </tr> <tr> <td>(b)</td> <td>Labour</td> <td>Twenty Five Percent</td> <td>25%</td> </tr> <tr> <td>(c)</td> <td>POL</td> <td>NIL</td> <td>X</td> </tr> <tr> <td></td> <td>Total component</td> <td>Hundred</td> <td>100%</td> </tr> </table>	(a)	Material	Seventy five percent	75%	(b)	Labour	Twenty Five Percent	25%	(c)	POL	NIL	X		Total component	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>Clause 10 CC 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)	Material	Seventy five percent	75%																
(b)	Labour	Twenty Five Percent	25%																
(c)	POL	NIL	X																
	Total component	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 th (of the whole work)	1/4 th (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 th (of the whole work)	1/2 (of the whole work)	
3.	3/4 th (of the whole work)	3/4 th (of the whole work)	
4.	Full	Full	