

DELHI DEVELOPMENT AUTHORITY

EM's OFFICE

No. EM 1(10)2006/ Cir. (App.Road) / 4286 dt: 18 /12/06


CIRCULAR No:593

CTE in one of the work executed under Lump sum Contract which also included the element of preparation and submission of Architectural/Structural design and drawings and obtaining approval of the employer, observed though the tender document contained only the schematic and the conceptual drawings showing roadway width etc for guidance but there were other conditions in the Agreement which suggested that the Agency has to take into consideration the "Road way widths, radius of curves, gradients, ramp details, widening at curves etc as per codal requirement." Thus the price quoted by the Contractors ought to have taken due consideration of the qualitative and quantitative variations as may be found at the site and complexities of work at the time of execution of the work. But the contractor was allowed additional payment on account of extra widening of carriage way in curves, which was not admissible in terms of contract. Though such payment was recovered subsequently but this situation has arisen due to misinterpretation of contract condition.

V.C., DDA has directed to all concerned that in future we should be more careful in wording the terms and conditions of the contract, so that there is no ambiguity in the interpretation of terms and condition of the contract.

Therefore, it is enjoined upon all concerned that it shall be ensured that wordings of the terms and conditions of the contract documents are done very carefully so as to leave no scope for its misinterpretation which may go against the Department. Non compliance of the instructions shall be viewed seriously.

This issue with the approval of EM, DDA.


(Er.A.P. Singh) 14.12.06
Chief Engineer (HQ)

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7. Director (Systems) for information.

DEVELOPMENT AUTHORITY

- 8. Director (Hort.), North and South, DDA with 10 spare Copies each for circulation among Jt./Dy. Directors
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- 12. Dy.C A.O (Plan), DDA.
- 13. Sr.R.O. (RTI), DDA
- 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

(Signature)
(V.K.Chopra)
EO-III to EM

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 (Mr. A.P. Singh)
 Chief Engineer (HQ)

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