

DELHI DEVELOPMENT AUTHORITY
(WORKS ADVISORY BOARD)

No: WAB1(76)/Vol.42/Secy./II/2023/159

Dated: 13/4/2023

Subject: Minutes of the 2nd WAB (2023) Meeting held on 21-03-2023.

The Minutes of 2nd WAB (2023) Meeting held on 21-03-2023 at 12:00 PM in the Conference Hall, VC Secretariat, DDA, 1st Floor, B-Block, Vikas Sadan, INA, New Delhi are enclosed here with for favor of information & necessary action.

Encl: As above

13/4/23
(Narender Kumar)
Secretary (WAB)
o/c *[Signature]*

In Circulation to:

Chief Engineer(Rohini), DDA

Copy to: -

1. OSD to VC, DDA for kind information of the latter.
2. DD to EM, DDA for kind information of the latter.
3. PS to FM, DDA for kind information of the latter.
4. CLA/DDA
5. Chief Engineer (HQ & QAC), DDA
6. Chief Account officer, DDA for kind information.
7. Director(Works), DDA
8. AO(Works)-II, DDA.
9. Director(System), DDA for uploading on DDA website (through e-mail)
10. Deputy Director (Hindi Section) for translation in Hindi & uploading on DDA website through Dy. Director(System).

13/4/23
Secretary(WAB)
o/c *[Signature]*

**DELHI DEVELOPMENT AUTHORITY
(WORK ADVISORY BOARD)**

Subject: Minutes of the 2nd WAB (2023) Meeting held on 21.03.2023 at 12:00 PM in Conference Hall, 1 Floor, B- Block, Vikas Sadan, INA, New Delhi.

The list of officers who attended the meeting is as under:

Present(S/Shri)

Subhasish Panda	Vice-Chairman	Chairman
D.C. Goel	EM	Member
Vijay Singh	FM	Member
Lalit Wadhwa	CAO	Member
-----	CE(HQ& QAC)	Member
Narender Kumar	EO-III to EM	Secretary

Others (S/Shri)

Ashwani Kumar	CE(Rohini)
Manisha Gupta	Additional Commissioner
Harleen Kaur	Chief Architect
Neera Bharihoke	Chief Legal Advisor
R.K. Bhanwaria	Dir (Works Consultant)
Kalpana Khokar	Assistant Director
Ashish Aggarwal	Additional CLA
Vinod Kumar	Dy. CLA

The following agenda items were discussed:

I. WAB AGENDA of CE (Rohini):

Name of Work: **Construction of 1675 multi-storeyeddwelling units for in situ rehabilitation of slum dwellers at Jailerwala Bagh, Ashok Vihar, New Delhi**

Subject: **Request to make applicable the Amendments issued by CPWD in Clause 5, Clause 10 CA and Clause 10CC of the Agreement.**

CE(Rohini) represented the agenda before WAB and explained in detail about the project. CE(Rohini) explained that in the 6th (WAB) meeting dated 28.12.2022, WAB directed to obtain legal opinion for the proposal. Accordingly, the matter was referred to CLA for getting valuable legal opinion regarding making contract related circulars issued by CPWD in 2013 but left out inadvertently in the contract drawn in 2014 even though the contract had provision that all latest circulars shall be part of the contract, part of the contract now.

The last paragraph of the comments by CLA/DDA is re-produced below:

"I agree with opinion of department that since DDA has issued circular no. EM.1(10)/2011/DDA/manual/5066 dated 19/11/2011 according to which CPWD manual is to be adopted Mutatis-Mutandis; in all works of DDA and therefore all the circulars as issued by CPWD automatically becomes applicable in DDA. As regards the Schedule 'F' which was signed between the parties and non-signing of the one which was intended, the only way out is the ratification and incorporation of Schedule 'F' with annexures by both parties to the contract as was agreed upon between the parties to the contract. The discrepancy made at the time of signing the agreement by not taking into consideration the provision under sub clause (ii) of Clause 9 including the amended clauses no. 5,10 CA & 10 CC as issued by CPWD vide Circular no. DG/CON/267 dated 14.05.2013 and DG/CON/272 dated 21.08.2013 may be rectified/incorporated at any stage. However, since the Accepting Authority is WAB in Schedule 'F', the final decision can be taken administratively by WAB."

During the course of this WAB, the CLA desired to study the agreement further in detail and requested for a copy of agreement for her examination. Board directs CE(Rohini) accordingly, CLA is requested to review legal opinion at the earliest. WAB directs CE(Rohini) to submit the details and financial implications of the proposal due to extension of time as per the Clause 2 and Clause 5 "As there cannot be an indefinite liability on DDA so revised date of completion along with financial

implications shall be indicated” and due to escalation clause 10CA, 10 CC “The financial implications on DDA for adoption of escalation clauses shall be indicated”.

WAB also directs to CE(Rohini) that an undertaking from the contractor for escalation clause may be obtained as follows:

“The WAB also directed that before conveying the decision of the board to the agency an undertaking is to be given by the contractor stating that they shall not raise any claim through arbitration or otherwise in future on any account what so ever including but not limited to loss of profitability, idling of workforce and machinery, remobilization of resources at new sites and interest. WAB also directed that draft of such undertaking be got vetted by CLA, DDA.”

On a query, EM clarified that as per contract all Extra Items are to be paid on market rates only. This has been done consciously so that no escalation is paid on Extra Items. Therefore, the Extra Items should be sanctioned only by the authority competent to approve market rates as per delegation of financial powers to DDA officers.

In view of above, after due discussions and deliberations Board members agreed to defer the agenda.

(Lalit Wadhwa)
CAO

(Vacant)
(CE(HQ&QAC))

(D.C. Goel)
EM/DDA

(Vijay Singh)
FM/DDA

(Subhasish Panda)
VC/DDA