

Nirman Bhawan,
Maulana Azad Road,
New Delhi -110108.
Dated: 16th April 2015

ORDER

Sub: Setting up of Six-AIIMS at Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur and Rishikesh - Grant of regular EOT and Re-scheduling of Milestones and Levy of compensation under various construction packages – regarding.

1. Whereas provision of grant of Extension of Time (EOT) and re-scheduling of milestones is contained under Clause-5 of GCC and provision for levy of compensation, if any, is contained under Clause-2 of GCC and competent authority to decide on EOT, re-scheduling of milestones and levy of compensation is indicated at Schedule-F as JS (PMSSY) (Designate) in majority of construction packages in respect of Six new AIIMS.
2. Directors, AIIMS have been raising various issues relating to grant of EOT and have been expressing that realistic and pragmatic EOT should be granted to address the issue in order to complete the on-going AIIMS Projects. They have also been pointing out that scrutiny and consideration of EOT cases at the Ministry was taking unduly long time.
3. Whereas the issue was discussed in meetings held with contractors of all the Packages on 02 July, 2014, under the Chairmanship of JS (PMSSY) as also Secretary (HFW) in different meetings.
4. Whereas the Directors, AIIMS had presented current status and issues pertaining to respective AIIMS to Hon'ble HFM on 08.01.2015 including consideration of EOT cases.
5. Whereas in CPWD works procedure, as per Sl. No.12 of Appendix-I, SE is vested with full powers for grant of extension of time and re-scheduling of Milestones with levy of compensation also. The procedure for Extension of Time and Compensation for Delay is given in Section-29 of the CPWD Works Manual. The procedure and powers have been worked out in such a manner that decisions on the subject issues are taken by the field officials conversant with the ground realities in an expeditious manner without hampering the progress of work. Procedure for recording of hindrances on the part of the Department or on the part of the contractor, monitoring of hindrances and maintenance of documents/records has been laid down in Clause 29.7 of the CPWD Works Manual giving responsibilities of various officials with time lines. Time frame for

processing cases of EOT has been given in Clause 29.8, generally giving 15 days time to decide upon grant of EOT at each level from Assistant Engineer to Superintending Engineer, thereby ensuring that decisions are taken in a time bound manner, in a reasonable time frame, at a level appropriate, familiar and conversant with the issues.

6. Whereas all cases of EOT are forwarded by SEs to MoHFW as competent authority for fixing compensation under Clause-2, EOT under Clause-5 and re-scheduling of milestones beyond the stipulated date of completion as per Schedule-F is JS (Designate)/JS (PMSSY), who has also been defined as 'Chief Engineer' in some of the contracts. Processing of EOT cases at the Ministry takes a lot of time because of a variety of reasons. There is no engineering/ technical staff on the rolls of Ministry. The documents like Hindrance Register, Cement Register, Site Order Book, etc. and other details have to be summoned from the site, if required. Directors, AIIMS and site staff often express concern that site conditions and nature of hindrances are not correctly appreciated at the Ministry, away from the sites.

7. Whereas following proposal *inter alia* other proposals was submitted for approval of the competent authority as under :-

"For expediting grant of regular EOT, re-scheduling of milestones as per provisions of the contract and by following provisions of GFR and CPWD Works Manual, constitution of a Committee (at each new AIIMS level), headed by the Director and comprising of SE (Member Secy of the Committee), DDA and FA and delegation of powers to the Committee so that SE of the AIIMS as Engineer in Charge under the Contract could issue the Order regarding extension of time and re-scheduling of milestones after approval of the same by the committee headed by Director thus constituted. This would mean an amendment of Schedule-F of the respective contract agreements wherein the authority mentioned as "Joint Secretary (Designate)" in clauses 2 and 5 of GCC of the respective agreements shall be read as "Director, AIIMS".

8. Whereas the above proposal was supplemented/qualified with the following proviso:

"It is proposed to delegate the power to consider and decide on EOT cases to respective Directors, AIIMS as Chairpersons of ERCs. Directors AIIMS should also be authorized to invite technical / subject experts as special invitees, if felt necessary, as in the case of considering variation cases by the ERCs."

9. Whereas the proposal has been considered and approved by the Competent authority. Hence amendment to all existing contract agreements, wherever required, is essential.

10. Now, therefore, Competent Authority for Approval of fixing compensation under Clause-2, grant of EOT and re-scheduling of milestones under Clause-5 shall be Director, AIIMS as Chairperson of Empowered Review Committee (ERC). Schedule-F of the respective contract agreements wherein the competent authority has been mentioned as "Joint Secretary (Designate)" in clauses 2 and 5 of GCC be amended to read as "Director, AIIMS". All proposals for grant of EOT, re-scheduling of milestones under Clause-5 and fixing compensation under Clause-2 shall be submitted before ERC for consideration by the SE following due procedure. Expert advice in

various fields would be available to the Director-AIIMS as Chairperson of ERC, who is the final approving authority. The decision so arrived at, may be promulgated by the SE.

11. A copy of "Draft Amendment to the Agreement" is enclosed. The Agreement for amendment shall be signed by S.E. as Engineer-in-charge on behalf of Govt. of India and authorized signatory of respective construction agencies on non-judicial stamp paper of denomination of Rs.100/-.

12. Original copy of "The Amendment to the Contract Agreement" duly signed and executed shall be submitted to the Ministry for reference & record. A copy of the amendment to the Agreement shall be appended to the copies of the Agreements available with SE, FA, PMU & DDO for reference.

13. For contracts where the existing competent authority may not have been mentioned as JS (Designate) particularly and the competent authority may have been mentioned as Chief Engineer or Engineer-in-Charge or such powers have been modified by way of issuing an O.M. by Ministry, the guiding principal would be that all cases pertaining to grant of EOT, rescheduling of milestones under Clause-5 and fixing compensation under Clause-2 of construction packages would be considered and decided by ERC under the Chairmanship of Director-AIIMS, who will be the final approving authority.

14. A copy of all such decisions would be forwarded to MoHFW for record.

Yours faithfully,



(L. Chandrasekaran)

Under Secretary to the Govt. of India

Tel.: (011) 2306 1213

To

1. Director-AIIMS, Bhopal/ Bhubaneswar/ Jodhpur/ Patna/ Raipur/ Rishikesh
2. Dy Director (Admn), AIIMS-Bhopal/Bhubaneswar/Jodhpur/Patna/Raipur/Rishikesh
3. FA, AIIMS, Bhopal/ Bhubaneswar/ Jodhpur/ Patna/ Raipur/ Rishikesh
4. SE, AIIMS, Bhopal/ Bhubaneswar/ Jodhpur/ Patna/ Raipur/ Rishikesh
5. EE, AIIMS, Bhopal/Bhubaneswar/Jodhpur/Patna/Raipur/ Rishikesh

Copy to:

- i) CCA, MoHFW
- ii) PS to HFM
- iii) US, PMSSY Division
- iv) Head-EU/PMU
- v) PPS to Secretary, HFW
- vi) PPS to AS & FA
- vii) PPS to AS&DG
- viii) PPS to JS (PMSSY)
- ix) PMSSY Section
- x) Sr Tech Dir NIC with request to host on the website of MoHFW.

(Draft)

AMENDMENT TO THE CONTRACT AGREEMENT

THIS AMENDMENT, is made and entered into this ____ day of April, 2015 between President of India acting through Shri(Enter Name of SE)....., Superintending Engineer, AIIMS,(Enter Name of AIIMS like Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur, Rishikesh as applicable)....., Ministry of Health and Family Welfare (MoH&FW), Government of India having its office at AIIMS-.....(Enter Name of AIIMS like Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur, Rishikesh as applicable)..... (hereinafter called "Client" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

AND

M/s(Enter Name of Construction Agency/ Firm/ Contractor)....., a Company incorporated under the Companies Act 1956 having Head Office at(Enter Address of Construction Agency/ Firm/ Contractor)..... (hereinafter called the "Contractor" which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS, this agreement is for the amendment of the original agreement No..... (Enter Agreement No.).....

WHEREAS, the original agreement identified above, together with any previously executed amendments, is attached hereto, and incorporated herein and marked Attachment A, and all its terms and conditions remain unchanged except as modified in this amended agreement.

WHEREAS, the parties mutually agree to amend the contract.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

SCHEDULE 'F'

Clause-2

Authority for fixing compensation under Clause-2.

For: **Joint Secretary
(Designate)
MoH&FW, GOI**

Read : **Director-AIIMS**

Clause 5

A **No change**

B **No change**

C Authority to decide

(i) Extension of time

- For : **Joint Secretary
(Designate)
MoH&FW, GoI**

Read : **Director-AIIMS**

(ii) Rescheduling of Mile stones

- Engineer-in-charge
(within stipulated date of completion)

- For : **Joint Secretary
(Designate)
MoH&FW,GoI**

(after stipulated date of completion)

Read : **Director-AIIMS**

2. Terms of Original Agreement. All other terms and conditions of the original agreement not modified in this amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement. Said original agreement is attached hereto, incorporated herein and marked Attachment A.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

Authorized Signature

Authorized Signature

Print Name/Title

Stamp/Seal

Approved as to Form and Legality:

Legal Counsel

Date: