

Sub: Construction Management System: Circular - 59**Ref: Guidelines for operation of clause no. 25.5 & 25.6 of PCC of Contract Agreement to reduce delays.**

It is to be ensured by DSC / IPIU that work is progressing as per agreed work plan. If it is observed at times that important works of citizen interface are not being taken care by contractor on priority and is cause of delay in the work as per work program, creating problems to safety, quality and traffic movement (eg. Restoration of roads, Removal of defects, Hydro-testing of pipelines & manholes, Site clearances, Environmental & Social safeguard requirements etc.), EE IPIU should immediately operate clause no. 25.5 & 25.6 of Particular Conditions of Contract under Contract Agreement. In no case there should be compromise on to the citizen convenience, quality and safety aspects under the project. Clause 25.5 & 25.6 are retreated as follows:

"25.5 If in the opinion of the Project Manager, the work on site is not progressing satisfactorily in accordance with the mutually agreed "Work Program" and the delay is likely to effect the overall completion of the work within the intended date of completion, he may by a written notice to the Contractor ask him to expedite the works within 15 days suitably to make for deficiencies.

25.6 If the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may by another notice inform him the components of work that will be carried out by him through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractors account, but he will not be responsible for the quality of the said work. The Project Manager will recover the cost spent plus 5% for supervision charges from the next bill or if the contractor fails to take appropriate action in time in pursuance of 25.5, the Project Manager may withheld 25% amount of the delayed part of the work from the next running bills, till the contractor achieves the progress as per the agreed Work Plan."

It is hereby directed to take proactive actions to identify and invite short term bids/ get quotations for such type of works as per PWF & AR. It is desired that agency with the approved rates should be available with EE, IPIUs so that he will be in a position to inform contractor that components of work will be carried out by him through another agency in parallel to the other activities being carried out by the contractor at his cost with a view of expediting the works and reducing delays. The value of the work so carried out will be credited to the contractors account. The Project Manager will recover the cost spent plus 5% for supervision charges from the next bill.

This circular is equally applicable to all members of PMU, IPIU, IPMC & DSC.

(Vaibhav Galriya)
Project Director

Dated: 24.06.2011

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Copy to following for information and necessary action:

1. Addl. PD / FA/ CE (T)/ Dy. PD (Adm.)/SE (Co ord)/ SE (WW)/ NLCP/ (WS) /UIDSSMT/ (R&B)/ PO (all)/ Sr. AO / All APOs / AAO/ PA to PD PMU, RUIDP, Jaipur.
2. Superintending Engineer, Zone Jaipur/ Jodhpur/ Kota.
3. Executive Engineer, IPIU, RUSDIP, Alwar, Baran, Barmer, Bharatpur, Bundi, Chittorgarh, Churu, Dhaulpur, Jaisalmer, Jhalawar-Jhalaramapatan, Karauli, Nagaur, Rajsamand, Sawai Madhopur and Sikar.
4. Team Leader IPMC, Jaipur/ DSC-I, Jaipur/ DSC-II, Jodhpur/ DSC-III, Kota.
5. DSC-I, Bharatpur/Alwar/ Dholpur/ Karauli/ Sawai Madhopur, DSC-II, Nagaur/ Churu/ Jaisalmer/ Barmer/ Sikar and DSC-III, Jhalawar/ Chittorgarh/ / Rajsamand/ Bundi/ Baran.
6. ACP, RUIDP, Jaipur to send by e-mail.

Chief Engineer (T)