

Website/e-mail

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.  
BHUBANESWAR-22.**

No. 12321/OPHWC

Dated 2208.2017

To

All Project Managers(Engg)/Jt. Managers  
OSPH&WC,

Sub: **Extension of Time for F2 contracts.**

This is with reference to the discussion held on 19.08.2017, during the review meeting of Jt. Managers' at Corporate Office, Bhubaneswar regarding the procedure for grant of Extension of Time on F2/P1 contract, in line with provision of OPWD Code Clause No. 2.2.1, 2.2.2, 2.14 and 3.5.30, appropriate guidelines to be adopted in case of grant of EOT are as follows :

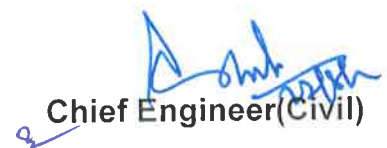
- 1) The time allowed for execution of work as specified in the contract data shall be the essence of the contract. The execution of work shall commence from such time as mentioned in the letter of award after the date on which the same is issued in writing to commence the work. If the Contractor commits defaults in commencing the execution of the work as aforesaid, the Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money and performance guarantee/security deposit absolutely.
- 2) On receipt of the work order, the contractor should submit a time and progress chart for each milestone and submit it to the Jt. Manager ultimately to be submitted to the Head Office for approval by the Tender Accepting Authority. The chart shall be prepared in direct relation to the time stated in the contract documents for completion of item of 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 within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of work, the contractor shall in all cases in which the time allowed for any work exceeds one month to complete the work as per milestone given in contract data.
- 3) In case of delay occurred due to any reason mentioned below, the contractor shall immediately give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of Engineer-in-charge to proceed with the works.

- (v) It must be borne in mind no time extension or termination thereof can be granted by any authority on lapsed agreement.

I hope, the above points will clarify all your doubts regarding prevailing clauses for the procedure to be adopted for EOT to the Contractors in line with relevant clauses of the agreement.

It is requested that for all cases EOT, the above procedure to be strictly followed. Any deviation made to the codal instruction and thereby putting the Corporation embarrassing situation and thereby putting to financial loss/contractual complication will be the sole responsibility of the PM/JM concerned.

Copy of this order should be kept in Guard File of Division as well as communicated to all APMs/DMs under your control for their guidance.

  
Chief Engineer(Civil)