

झारखण्ड सरकार
पथ निर्माण विभाग, राँची।

संकल्प

सं०सं०:- प०नि०वि०/विविध-6-67/07

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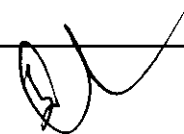
दिनांक :- 05/06/18

विषय:- पथ निर्माण विभाग अंतर्गत 2.5 (ढाई) करोड़ रुपये से अधिक लागत के कार्यों हेतु लागू Standard Bidding Document के कतिपय कंडिकाओं में संशोधन करने के संबंध में।

पथ निर्माण विभाग अंतर्गत 2.5 (ढाई) करोड़ रुपये से अधिक लागत के कार्यों के कार्यान्वयन हेतु Standard Bidding Document विभागीय पत्रांक 7246(एस०)डब्लू०ई० दिनांक 14.11.2007 द्वारा लागू किया गया है। यह Standard Bidding Document मूल रूप से सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार के मानक Bid Document पर आधारित है।

2. विभाग द्वारा योजनाओं के कार्यान्वयन के क्रम में यह महसूस किया गया कि वर्तमान में लागू Standard Bidding Document के कतिपय कंडिकाओं में संशोधन किये जाने की आवश्यकता है।
3. सम्यक विचारोपरान्त पथ निर्माण विभाग के वर्तमान में लागू Standard Bidding Document में निम्नलिखित संशोधन किया जाता है :-

Sl No	Reference Clause of SBD	Current Provisions in the SBD Jharkhand Procurement of Civil Works	Amendment in the SBD Jharkhand, Procurement of Civil Works
1	51.1 of Section 3 (Conditions of Contract)	The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.	The Employer shall make advance payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will be charged @ 10% quarterly compounded. The interest will be charged with the installment of recovery of mobilisation advance.
2	4.0 of Section 4 (Contract Data)	The Defects Liability Period is 365 days from the date of completion.	The Defects Liability Period is 3 years from the date of completion, in case, where the bituminous thickness is equal to or more than 40 mm. However, in case of works where bituminous thickness is less than 40 mm, the defect liability period is 365 days from the date of completion.
3	4.5 B(c) of Section 1 : Instruction bidders	Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix (credit lines/letter of credit/ certificates from Banks for meeting the funds requirements etc. - usually the equivalent of the estimated cash flow for 3 months in peak construction period.)	Liquid assets and/or availability of credit facilities of no less than amount indicated in Appendix (credit lines/letter of credit/ certificates from Banks for meeting the funds requirements etc. - usually not less than 10% of the value of estimated cost of the project.)



Sl No	Reference Clause of SBD	Current Provisions in the SBD Jharkhand Procurement of Civil Works	Amendment in the SBD Jharkhand, Procurement of Civil Works
4	Section 1 : Instruction to Bidders - Clause 13.5 (New Clause to be inserted)	New Clause 13.5 proposed as an additional provision	Condition of reimbursement of levy/taxes if levied after receipt of tenders All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the Constitution (46 th Amendment) Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
5	Section 3 (Conditions of Contract) Clause 28.1 (Completion date)	The Engineer shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.	The Engineer shall extend the Intended Completion Date if a Variation is issued or on account of reasons such as (i) unavailability of free work front, (ii) delay in utility shifting, (iii) delay in environmental clearance (iv) Delay in approval of subcontract by Employer and (v) force majeure (Natural Clamities or Conditions beyond human control). If delay is attributed to the contractor such as poor mobilisation of man, material and machineries, the extension of time will be granted with liquidated damages and for that period price escalation will not be given. The proposal for extension of time will be submitted by the contractor with supporting documents, recommended by the Engineer after proper scrutiny of reasons of the delay and approved by the competent authority.
6	Section - 1 Information to Bidders Clause 37 Corrupt or Fraudulent practices	The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD and any other agencies, if kit at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.	The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD and any other agencies, if kit at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution. If it is found and verified that Bidder has submitted false paper with the Bid regarding his work experience/Financial experience or concealed any fact regarding project the department will take action against him regarding suspension/Black listing as per provision in Road Construction Department's registration rules.
7	Clause 37.3 to be added	-	For the consideration of liability against any Bidder or Consultant as the case may be, the value of the Agreement with/the Work Order issued to the concerned bidder or consultant shall be taken into account.

4. उक्त पर मंत्रिपरिषद की स्वीकृति प्राप्त है।

आदेश :- आदेश दिया जाता है कि इस संकल्प को झारखण्ड राजपत्र के असाधारण अंक में प्रकाशित किया जाए तथा इसकी प्रतियाँ महालेखाकार (ले० एवं हक०) झारखण्ड, राँची/सभी विभाग/विभागाध्यक्ष को प्रेषित किया जाय।

झारखण्ड राज्यपाल के आदेशानुसार

सरकार के संयुक्त सचिव
पथ निर्माण विभाग।

ज्ञापांक:-प०नि०वि०/विविध-6-67/07 3211(S)

दिनांक: 05/06/18

प्रतिलिपि: अधीक्षक, राजकीय मुद्रणालय, राँची को आगामी झारखण्ड राजपत्र के असाधारण अंक में सर्व साधारण की जानकारी हेतु प्रकाशनार्थ प्रेषित।

सरकार के संयुक्त सचिव
पथ निर्माण विभाग।

ज्ञापांक:-प०नि०वि०/विविध-6-67/07 3211(S)

दिनांक: 05/06/18

प्रतिलिपि: सरकार के प्रधान सचिव/सचिव/विभागाध्यक्ष, सभी विभाग, झारखण्ड सरकार को सूचनार्थ प्रेषित।

सरकार के संयुक्त सचिव
पथ निर्माण विभाग।

ज्ञापांक:-प०नि०वि०/विविध-6-67/07 3211(S)

दिनांक: 05/06/18

प्रतिलिपि: अभियंता प्रमुख, पथ निर्माण विभाग/सभी मुख्य अभियंता/सभी अधीक्षण अभियंता/सभी कार्यपालक अभियंता, पथ निर्माण विभाग, झारखण्ड को सूचनार्थ प्रेषित।

सरकार के संयुक्त सचिव
पथ निर्माण विभाग।