

TENDER DOCUMENT

F2 FORM OF CONTRACT

(Includes N.I.T., General Rules, Special Condition of Contract, Condition of Contract, Format of Affidavit, Format of Earnest Money (Bank Guarantee) Instruction to Bidders & Template based B.O.Q.)

Name of the work- Repairing of PCC road and construction of brick masonry drain at Tati Silway Industrial Area Phase-I & II under Ranchi Region, JIADA.

OFFICE OF THE
JIADA, 3rd FLOOR NEW JIADA BUILDING,
INDUSTRIAL AREA, NAMKUM, RANCHI-834010

Notice Inviting Tender

Tender Reference No.- JIADA Ranchi-Region /04/2024-25

Date: -20.01.2025

1.	Name of the work	Repairing of PCC road and construction of brick masonry drain at Tati Silway Industrial Area Phase-I & II under Ranchi Region, JIADA.
2.	Estimated Cost (Rs.)	Rs. 19,86,412.00 (Nineteen lakh Eighty-Six Thousand Four Hundred Twelve) Only.
3.	Time of Completion	01 Month
4.	Date of sale of Bill of Quantity	Date-27-01.2025 up to 3:00 P.M.
5.	Last date/Time for receipt of Tender	Date-28.01.2025 up to 3:00 P.M.
6.	Date and Time of opening Tender	Date-28.01.2025 Time 3:30 P.M.
7.	Name & address of office Inviting tender	3 rd Floor, New JIADA Building, Industrial area, Namkum, Ranchi-834010
8.	Contact no. of officer	9431386208
9.	Helpline number	9431386208

Sd/-
Executive Engineer
JIADA,
3rd Floor, New JIADA Building,
Industrial area, Namkum,
Ranchi-834010

OFFICE OF THE
JIADA, 3rd FLOOR NEW JIADA BUILDING,
INDUSTRIAL AREA, NAMKUM, RANCHI-834010

Notice Inviting Tender

Tender Reference No.- JIADA Ranchi-Region /04/2024-25

Date: - 20.01.2025

The undersigned, on behalf of the Government of Jharkhand, invites item rate bids for the work mentioned in table below from eligible and approved Contractors, registered in appropriate class as mentioned in Column 6 of the table, with Building Construction Department, Government of Jharkhand.

Sl. No.	Name of the work	Estimated Cost (Rs.)	Earnest money(Rs.)	Cost of Tender Paper (Rs)	Class of Contractor eligibility	Time of Completion	Name of the Concerned office
1	2	3	4	5	6	7	8
1	Repairing of PCC road and construction of brick masonry drain at Tati Silway Industrial Area Phase-I & II under Ranchi Region, JIADA.	19,86,412.00	39,800.00	2500.00	Class III	01Month	3rd Floor, New JIADA Building, Industrial area, Namkum, Ranchi-834010

2. Agreement with Bidders selected through procurement shall be eventually drawn in PWD Form No. F2.
3. The work shall be completed in all respect in 01 month. (*mention the time of completion*) from the date of written order to commence the work. The items of work, plan, specifications or any information in connection with the work can be seen in the office of the **JIADA, 3rd floor new JIADA Building, Industrial Area, Namkum, Ranchi** on any working day during office hours before submitting bid.
4. Cost of tender/bidding document in the shape of demand draft issued by **any Scheduled Bank after the date of publication of NIT**, in favour of JIADA-Ranchi Region (Non-Refundable) Payable at Ranchi on 27.01.2025 up to 3.00 P.M.

5. Cost of earnest money in the shape of Term Deposit from any Scheduled bank / Nationalized Bank in Jharkhand State and valid for 120 (One Hundred Eighty) days from the date of receipt of tenderer 6 ½ Years National Saving Certificate (6th issue & 8th issue) or 3/5 Years Post Office Time Deposit duly pledged from any Post Office within the State of Jharkhand, in favour of **Regional Director JIADA, Ranchi Region** (by designation only) shall be deposited in the **Office of the JIADA 3rd floor new JIADA Building, Industrial Area, Namkum, Ranchi - 834001**, on all working days on **28.01.2025** up to 3 :00 P.M. either by registered post /Speed post or by hand. JIADA will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
6. Tender will be decided as **(Sankalp No 2146(s) dated 09.09.2020 of Road Construction Department Jharkhand Ranchi) Copy enclosed.**
7. It will be obligatory on the part of the tenderer to keep their offer open for acceptance for a period of 120 days from the date of opening of the tender.
8. Tendere(s) shall enclose scanned copy of his/her/their registration certificate (if any) in absence of which the tender(s) may not be considered.
9. **GST registration and updated GST, Income Tax certificate, Letter of Registration as contractor, Turnover & Bid Capacity** shall be submitted by the tenderer, otherwise it may be rejected.
10. Authority reserves the right to reject any or all the tender(s) received or to allot the work to one or more contractor(s) without assigning any reasons thereof.
11. In the case of successful tenderer (hereinafter called contractor) the amount of E.M will be transferred towards Initial Security Deposit in such a manner so that the security deposit will form part of 5% of the approved amount of the approved tender & the remaining 5% shall be recoverable from the subsequent bills of the contractor.**(Amended vide Sankalp No 2146(s) dated 09.09.2020 of Road Construction Department Jharkhand Ranchi) Copy enclosed.**
12. The Earnest Money of the successful tenderer (hereinafter called the contractor) which accompany the tender will be forfeited in case the tenderer declines to sign the agreement or fails to deposit Security Money within 10 days of being called upon to do so.

13. The N.I.T along with general rules, conditions of contract and special conditions of contract copies of which are available on the website –
<http://jharkhandtenders.gov.in> will form part of the Contract Document.

14. It is essential for the tenderer(s) to have ownership/Hired of the following Machineries in working condition: -

(i)	Water Tanker	-	1
(ii)	Generator	-	1
(iii)	Mixer machine	-	1
(iv)	Tractor	-	1
(v)	Excavator	-	1

15. It is essential for the tenderer to have minimum technical persons attached with them.

- a. For tender up to value of 1.0 crore Diploma holder -2 Nos
- b. For tender above value of 1.0 crore Degree holder -2 Nos
Diploma holder -2 Nos

Note: -Bidders should submit qualification of technical person and undertaking for their engagement in non-judicial stamp paper of appropriate value.

16. Tenderer (s) are required to attach with their tenders authorized and valid certificates regarding their actual ownership/hired of the machineries mentioned in clause 14 above, failing which their claim for allotment of the work may be rejected.
17. Valid certificates of actual ownership/hired of the above-mentioned machineries attached with the tenders must prove that the tenderer/tenderer(s) himself/ themselves are actual Bonafide owners of those machineries and the same are in working condition.
18. Payment against works will be made subject to availability of fund.
19. The process of Tendering would be of Two Envelope System. (i) Technical
(ii) Financial.

20. Minimum Financial Turnover in any one year should not less than the value of work, during previous three financial years.
21. Experience of similar nature of work (PCC, Bituminous & drain work) of value 50% of estimated cost in any one financial year of last three years.

22. Escalation factors:

<u>Years Before</u>	<u>Multiply Factor</u>
One	1.1
Two	1.21
Three	1.33

23. Assessed available Bid Capacity = $1.5 \times A \times N - B$

where,

A= Maximum Value of Civil Work executed in one Year within last three years (in Lac)

B= Work in hand (Amount of work that has to be done) - in Lac

N= Time of completion (in year) of the scheme as mentioned in N.I.T.

24. The process of e-tendering shall be on item rate.
25. Available Bid Capacity Shall not be less than the Value of the work.
26. Financial Bid will be opened for those tenderes who will qualify technically.

Sd/-
Executive Engineer
 3rd Floor, New JIADA Building,
 Industrial area, Namkum,
 Ranchi-834010

Note:- In case of any ambiguity in terms and conditions, the ruling mentioned in sankalp no 2146(s) of Road Construction Department, Jharkhand, Ranchi shall be applicabl

GENERAL RULES

- 2.1 Bidders have to fill in all such information as required in the tender documents.
- 2.2 The rates quoted by the tenderer shall be inclusive of Income Tax, Royalty or any other Provincial and Central Taxes (GST) applicable at that time. Provisional or conditional tender shall not be accepted.
- 2.3 The tenderer shall be presumed to have carefully examined the conditions of the contract and specifications of the work. The tenderer will also be deemed to have inspected the work site and to have satisfied himself/herself/themselves independently as to the nature, extent and practicality of all works and required road approaches & other means of communication & access to the site, lands, buildings, available for accommodation that may be required for temporary purpose in connection with the contract of work, as also availability of construction materials, location of work site including its climate & other geological characteristic, availability of skilled, semiskilled & un-skilled labourers. The consequences of the lack of necessary knowledge will be borne entirely by tenderer.
- 2.4 The tenderer shall submit a work programme of the execution of the work along with the tender to complete in stipulated time as mentioned in NIT.
- 2.5 All labourers engaged in the work are to be paid wages as per Minimum Wages Act in force at the time of execution of this work.
- 2.6 The contractor has to comply the rules under EPF & MP Act-1952
- 2.7 The tenderer will provide to the labourers, huts for shelter, drinking water and medical facilities at site and keep the site clean at his own cost.
- 2.8 Extension of time may be granted on valid ground by the competent authorities as per Government rules and circulars in force and as revised from time to time.
- 2.9 On receipt of the written order from the **Executive Engineer, JIADA, Ranchi.** or by user department, the successful tenderer will first deposit the balance amount of initial security deposit (ISD) within the specified period of ten days and then enter into an agreement with Executive Engineer or by user department, on the basis of the stipulation in the approved tender documents before the issue of work order.
- 2.10 If the tenderer quotes the rate below/above the BOQ rate and the competent officer approves it, then the reduction over the BOQ rate shall be applicable on all items of work.
- 2.11 Quantity of any items of work may be increased or decreased as per site condition.

Sd/-

Executive Engineer

JIADA 3rd Floor, New JIADA
Building, Industrial area, Namkum,
Ranchi-834010

SPECIAL CONDITIONS FOR F2 CONTRACT

- 3.1 The successful tenderer (hereinafter called the Contractor) must maintain a site order book at each work site which will be produced when asked for by the departmental officers for needful. This book must at all times be available at the site and should be produced before any inspecting or supervising officer without fail. The instructions given in the site order book shall be complied by the contractor. A copy of the same should be kept by the J.E. The site order book may be submitted to E.E with running account bills, if required, but must be submitted with final bill.
- 3.2 The contractor should always remain available at the work site, but where it is not so possible for him to do so, he must appoint a representative for the purpose who would be duly authorized by the contractor to receive instructions and carry out instruction of departmental officers, and also to receive letters. He may also delegate to him any other power as he thinks fit, but in every case he will inform immediately the concerned A.E and E.E regarding appointment of such representative along with his name and identity in writing by Regd. Post with A/D.
- 3.3 If the Royalty clearance certificate for mines/minerals used in the work is not produced with the bill, Royalty will be deducted from the concerned running bill, as per the instruction of the Department of Mines. Production of royalty clearance certificate along with the final bill is a must, failing which final bill will neither be passed nor paid, and for such non-payment or delay in payment, the whole and sole responsibility will be of the contractor alone.
- 3.4 No Material will be supplied by **JIADA**, Ranchi.
- 3.5 The contractor shall provide sufficient plant, equipments and labour and shall work such hours and shifts as may be necessary to maintain the progress schedule. The working and shift hours shall comply with all Govt, rules and regulations in force from time to time during the entire period of execution of the contract work.
- 3.6 The contractor should get the sample of all the materials approved by the E/I, before collecting the same for use at work site. The sample in sealed glass jars shall be kept in the custody of the E/I.
- 3.7 The contractor shall make adequate arrangement for the safety to the labourers during execution of the work. He will be responsible for any compensation for the same & will have to be paid by him as decided by the competent authority.
- 3.8 The contractor shall have to get tested the strength of materials used in the work as and when advised by Executive Engineer as well as of cement concrete (both plain & reinforced). Achievement of the prescribed cube strength is a must. The cost of concrete cubes moulds, curing, carriage of cubes to and from the testing laboratory and all other incidental charges incurred in this regard shall be borne by the contractor.

- 3.9 The contractor shall, if required by the E/I, arrange to test of other materials has to do at his own cost if after testing quality of material appears to be inferior or the portion of the work is found to be defective or unsound the contractor may be asked to remove& or pull down and re-execute the same at his own cost and in case such defect is found out of by departmental to the soundness of the structure shall bear the all cost of in this regard.
- 3.10 All rejected materials will have to removed from the site by the contractor, after their rejection, within seven days from the date of written order of E.E, failing which the E.E will get these removed in whatsoever manner he thinks fit and will recover the cost involved for such removal from the contractor after lapse of seven days time.
- 3.11 If the actual lead of materials like stone metal, stone chips, boulder, bricks, sand, moorum etc., is found to be less than the lead provided in the BOQ, then its payment will be made proportionately on reduced rate. (Reduction in rate will be made in the ratio of approved rate and rate provided in the BOQ remaining the same).
- 3.12 After completion of work the contractor will remove all debris, fill up vats etc. as desired by E/I and leave the site clear and tide at his own cost.
- 3.13 The department reserves the right of omitting or suspending the construction or changing site etc., if considered necessary at any stage.
- 3.14 The work incidental to items included in the BOQ shall not be paid extra and the tendered rates are deemed to include these:-
- (i) Site clearance such as clearing of shrubs, bush, wood-undergrowth & small trees not exceeding 12” in girth measured at 3’ above the ground.(ii) Setting outworks, profile, lay-out etc. (iii) Benching or excavation of foundation trenches.(iv) Excavation for insertion of planking and shuttering. (v) Forming (or leaving) stop in sides of deep excavation & their removal after measurement.(vi)Bailing out rain water/and or surface water in case the excavated foundation trenches were filled up by these during entire period of construction.(vii)Removing slips or fells in excavation. (viii) Making vats, platform, channel etc.
- 3.15 The contractor may use his machinery for completion of the work within the time stipulated in the contract, the carriage of machinery to different sites under this contract from one place to another for this work will be the responsibility of the contractor and all expenses in this regard will be borne by him.
- 3.16 CLAIM SHALL NOT BE ADMISSIBLE under following circumstances:-
- a) Extra items of work done without written order of competent departmental officer.
 - b) In case of sudden fluctuation and / or increase in rates of labour, materials, royalty, various taxes, railway freight, fuel, lubricants, carriage cost etc. at any stage of the work
 - c) Non-availability of labour of any category required for the work.
 - d) Labour sitting idle due to any reason / cases.

- e) Delay in communication regarding any changes or modification in design, drawing, specification, alteration & addition etc.
- f) Loss sustained due to:-
 - 1) Acts of enemies including agitation by Public and Riot.
 - 2) Transportation and Procurement difficulties.
 - 3) Natural Calamities.
 - 4) Any other circumstances beyond human control.
 - 5) Iron materials not issued in required lengths.
 - 6) Non availability of man, machine& construction materials.
- 3.17 Extension of time, if justified, may be granted by the different competent officers for different periods of time, for different types and values of works as per rules / circulars / guidelines in force. Otherwise penalty for non-fulfillment of the contract may be imposed, after giving due consideration for poor progress at different stages of works without valid and satisfactory reasons. The Officer granting such extension of time has the full liberty to weigh & examine the circumstances which led to such requirement for fulfillment of contract, and use his own discretion for passing final orders, which shall be treated as final and shall be binding and conclusive on the contractor.
- 3.18 The contractor shall, if required by the E/I arrange to test materials at site or get them tested in Government recognized testing laboratories or BIT Sindri at his own cost in order to prove their soundness and sufficiency as per specifications laid down. The number of tests required for different items will be specified by the E/I.
- 3.19 The tenderer will have to enclose an affidavit as per format annexed.

Sd/-
Executive Engineer
JIADA 3rd Floor,
New JIADA Building,
Industrial area, Namkum,
Ranchi-834010

AFFIDAVIT

1. I,the undersigned swear that, I will employ one nos.B.E& one nos. diploma holder engineers with at least 3 year’s experience for the above work.
2. I,do authorize the Managing Director, JIADA, Ranchi to cancel the award and also forfeit the security money already deposited with the department in case the Para 1 & 2 as mentioned above is not fulfilled.

.....

(Signed by an authorized officer of the Firm)

.....

Title of officer

.....

Name of Firm

.....

DATE

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/S _____
_____ have abandoned any work of Building Construction Department, Jharkhand or any contract awarded to us for such work have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/Project implementing agency.

(Signed by an authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____
_____ would invest minimum cash up to 25% of the value of the work during implementation of the
Contract.

(Signed by an authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

INSTRUCTIONS TO BIDDERS

(FOR F2 CONTRACT)

Detailed instructions & documents to be furnished for bidding.

1. Bidders have to submit their bids with signature and stamp.
2. Bidders should submit the original copies of Demand Drafts cost of documents & EMD, as specified in the tender document.
3. Bidders have to produce the original Demand Draft towards tender fee & EMD as mentioned in N.I.T to the office of the Nodal Officer procurement Cell O/o, JIADA, 3rd floor, New JIADA Building, Industrial Area, Namkum, Ranchi- 834010 during the period & time as mentioned in the NIT failing which bid will not be accepted. The details of cost of documents, EMD specified in the tender documents should be the same as submitted otherwise tender will summarily be rejected.
4. Documents of the successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
5. The department will not be responsible for any delay in submission due to any reason what so ever. No claim shall be entertained.
6. All required information for bid must be filled and submitted.
7. Other details can be seen in the bidding documents.
- B. Details of documents to be furnished for bidding.
 1. **copies of the following documents to be submitted.**
 - i. D.D. towards Tender fee.
 - ii. Duly pledged EMD.
 - iii. GST registration only.
 - iv. PAN Card.
 - v. Letter of registration.
 - vi. Income Tax certificate last 03 years.
 - vii. Work Programme.
 - viii. UCAN.
 - ix. Character Certificate.
 2. Affidavit stating bidder's agreement with the general rules, conditions of contract, special conditions of contract must be submitted with bid. The bidder who disagrees on the conditions will not be eligible to participate in the tender.
 3. Corrigendum/Addendum /Corrections if any, will be published on local news Paper

Sd/-

Executive Engineer

JIADA 3rd Floor, New JIADA
Building Industrial area,
Namkum, Ranchi-834010

Affidavit

I,.....S/o.....Address.....
.....

.....of (Name of the firm) do here by solemnly affirm as
follow:

1. That all papers submitted by me in the F2 form of e-tender reference number
.....dated..... for
.....(Name of work) is
correct to the best of my knowledge. At any stage if it, is found that the information given is
not genuine or any of the papers submitted by me is not correct, department is free
to forfeit my EMD and may initiate process of blacklisting against the firm.
2. That I have read the Bid document and I am accepting all terms and condition
as mentioned in it.
3. That no near relative (Husband/Wife/Mother/Father/Own Brother or Sister)
is working as Accountant or Junior Engineer or higher of this post in this JIADA office
Ranchi, Jharkhand.
4. That I/my firm/company is not black listed or debarred anywhere.
Sworn and signed on.....I.....do hereby declare that above
statements are true and correct.

Deponent

Identified by

Note:- In case of any ambiguity, the provisions changed vide sankalp no 2146(s) dated 09.09.2020 attached below shall be applicable.

झारखंड सरकार
पथ निर्माण विभाग, राँची।

सचिका संख्या :- प0नि0वि0/विदिध-06-33/2007(अंश-1) - 2146(s) राँची, दिनांक :- 09/09/2020
संकल्प

विषय:- लोक निर्माण के कार्यों के सुचारु कार्यान्वयन हेतु सन्निहित पद्धति की एकरूपता हेतु प्रावधानों के संशोधन के संबंध में।

राज्य सरकार अन्तर्गत निर्माण शाखाओं के पदाधिकारियों के प्रशासनिक एवम् कार्यपालक कृत्यों को निर्धारित करने हेतु झारखण्ड लोक निर्माण विभाग संहिता-2012 मंत्रिपरिषद की स्वीकृति उपरान्त राज्य में प्रभूत है।

अभियंत्रण कार्यों के कार्यान्वयन पद्धति के सन्दर्भ में यह पाया जाता है कि कतिपय प्रसंगों में विस्तृत व्याख्या ना होने के कारण अलग-अलग विभाग, कार्यपालक आदेश/परिपत्र द्वारा सुविधानुसार प्रावधान कर लेते हैं। एक ही राज्य में विभागवार अभियंत्रण कार्यों के निमित्त भिन्न पद्धति होने की वजह से क्रियान्वयन में भ्रम की स्थिति उत्पन्न होने की सम्भावना हो जाती है।

सम्यक विचारोपरांत लोक निर्माण के कार्यों के सुचारु कार्यान्वयन हेतु निम्नलिखित प्रभूत नियम/पद्धति में संशोधन किया जाता है :-

2 (i) निविदाओं में न्यूनतम निविदित दर के संबंध में :-

क्र0	वर्तमान में प्रभूत नियम/पद्धति	संशोधन
1	Jharkhand PWD Code, Clause 163(a) Tenders quoted below 10 (ten) % of the amount mentioned in Bill of Quantity shall be rejected ab initio.	झारखण्ड लोक निर्माण विभाग संहिता की कड़िका-163(a) द्वारा कृत प्रावधान को अयक्रमित करते हुए 10 प्रतिशत की न्यूनतम अधिसीमा को समाप्त किया जाता है। सम्प्रति 10 प्रतिशत से नीचे के दर की निविदायें अनुमान्य होंगी। साथ ही JPWD Code के clause 163(a) को "delete" किया जाता है। 10 (दस) प्रतिशत से न्यून निविदाओं के लिए Additional Performance Security के क्रम में परिमाण विपत्र की राशि से -- (i) 10 से 20 प्रतिशत below तक की राशि का 20% तथा (ii) 20 प्रतिशत से अधिक below की राशि का 30% अतिरिक्त जमानत का प्रावधान लागू होगा। यह झारखण्ड लोक निर्माण विभाग संहिता के नियम 172(a) के रूप में समाहित होगा। पूर्व के संहिता/नियम/ परिपत्र द्वारा कृत सभी प्रावधान अयक्रमित समझे जायेंगे।

2 (ii) समान दर की निविदाओं के निष्पादन के संबंध में :-

क्र0	वर्तमान में प्रभूत नियम/पद्धति	संशोधन
2	(i) मंत्रिमंडल निगरानी, तकनीकी परीक्षण कोषांग, बिहार, पटना का ज्ञापांक-254 दि0	वैध एवं सम्मान दर की निविदाओं के मामले में निविदा निष्पादन के प्राधिकार द्वारा पारदर्शी

<p>24.02.86 की कड़िका-1.1.2 द्वारा निर्धारित प्रावधान -</p> <p>निगरानी विभाग के पत्रांक-2347 दिनांक 31.12.83 की कड़िका-5(क) में आंशिक संशोधन कर यह उपबंध किया जाता है कि (1) वरीयता के आधार पर बराबर के निविदादाताओं में वरीय निविदादाता को एक वित्तीय वर्ष में एक कार्य के लिये ही प्राथमिकता मिलेगी, और (2) जिस श्रेणी में एक ठीकेदार निर्बंधित हो उस श्रेणी से मात्र एक श्रेणी नीचे तक के कार्य बराबर की निविदित की शर्त ही उन्हें प्राथमिकता दी जायेगी।</p> <p>वरीयता के आधार जिस श्रेणी की निविदा विचाराधीन हो उस श्रेणी में रजिस्ट्रेशन की तिथि होगा। यदि कोई संवेदक अपने वर्तमान निर्बंधन की श्रेणी से एक श्रेणी नीचे भी निविदा देते हैं और यदि वे इसके पूर्व वर्तमान श्रेणी से नीचे की श्रेणी में निर्बंधित थे तो उसकी वरीयता की गणना नीचे की श्रेणी में निर्बंधन की तिथि के आधार पर की जा सकती है। बशर्त कि विचाराधीन कार्य उस क्षेत्र में पड़ता हो जिस क्षेत्र के लिये वे निर्बंधित हैं।</p> <p>(II) मंत्रिमंडल (निगरानी विभाग), बिहार सरकार, पटना का संकल्प/पत्रांक-2886/निग दि०- 13.09.2091 द्वारा कृत प्रावधान -</p> <p>राज्य के कार्य विभागों के साथ-साथ अन्य विभागों के अधीन कार्यरत अभियंत्रण कोषांग में पूर्व से प्रदत्त अभियंत्रण कार्य के कार्यान्वयन की पद्धति से सम्बद्ध अनुदेशों/ परिपत्रों के सम्पू्क विचारोपरान्त स्थानीय संवेदकों को लाभ देने के उद्देश्य से सरकार ने निम्नलिखित निर्णय लिया है:-</p> <p>(i) निगरानी विभाग के पत्रांक-2347 दिनांक 31.12.83 की कड़िका 5 तथा ज्ञापक 254 दिनांक 24.02.86 द्वारा निर्गत संकल्प की कड़िका 1.1.2 के अवक्रमण में यह उपबंध किया जाता है कि किसी निविदा के लिए यदि एक से अधिक निविदाकारों की दरें न्यूनतम और समान हो तथा शर्त भी समान हो, तब स्थानीय निविदाकार को प्राथमिकता दी जाय। यदि एक से अधिक स्थानीय निविदाकार की दरें समान हो, तब उनमें जो पहले निर्बंधित हो, उन्हें प्राथमिकता दी जाय। परन्तु कार्य आवंटन पदाधिकारी द्वारा एक वित्तीय वर्ष में किसी संवेदक को एक ही कार्य के लिए स्थानीय होने</p>	<p>तरिके से लाटरी (lottery) की पद्धति अपनायी जायेगी।</p> <p>यह प्रावधान, झारखण्ड लोक निर्माण विभाग संहिता के कड़िका-163(e) के रूप में समाहित होगा तथा उक्त हद तक पूर्व के संहिता/नियम/ परिपत्र द्वारा कृत सभी प्रावधान अवक्रमित समझे जायेंगे।</p>
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के कारण प्राथमिकता दी जायेगी सिवाय ऐसे मामलों में, जिसमें समान दर वाले सभी संवेदकों को उस वित्तीय वर्ष में एक-एक कार्य के लिए प्राथमिकता मिल चुकी हो।

(ii) निबंधन में संवेदकों के जो पता अंकित हैं, वे यदि उस जिला में पड़े जिसमें निविदा का कार्य होना है तभी उस संवेदक को स्थानीय माना जायेगा। यदि कार्य एक से अधिक जिला में है तब उनमें से किसी भी जिला में, निबंधन का पता पड़े तब उस संवेदक को स्थानीय माना जायेगा।

(iii) जिस श्रेणी में संवेदक निबंधित हो, उस श्रेणी में और उससे एक श्रेणी नीचे तक के कार्य में समान दर होने पर वे प्राथमिकता के लिये विचारणीय होंगे। परन्तु वरीयता का आधार जिस श्रेणी की निविदा विचारार्थीन हो, उसी श्रेणी में निबंध की तिथि होगी। यदि कोई संवेदक अपने वर्तमान निबंधन की श्रेणी से एक श्रेणी नीचे की निविदा देते हैं और यदि वे इससे पूर्व वर्तमान श्रेणी से नीचे की श्रेणी में निबंधित थे, तब उनके वरीयता की गणना नीचे की श्रेणी में निबंधन की तिथि के आधार पर ही की जा सकती है।

(iv) जिस संगठन में अभी तक निबंधन की प्रणाली लागू नहीं हो सकी है, उसमें स्थानीयता का आधार जिला पदाधिकारी द्वारा निर्गत आवासीय प्रमाण-पत्र होगा।

(III) डारखण्ड पथ निर्माण संवेदक निबंधन / संशोधन नियमावली-2012 का नियम 4.5 - निविदा निर्णय के समय वरीयता का निर्धारण गत तीन वित्तीय वर्षों में संबंधित श्रेणी के सफलता पूर्वक किए गए कार्यों के आधार पर होगा अर्थात् ज्यादा संख्या में विहित श्रेणी के कार्य पूरा करने वाले संवेदक कम संख्या में कार्य पूरा करने वाले संवेदक से वरीय माने जाएंगे। दो अलग श्रेणी के संवेदकों की पारस्परिक वरीयता का आधार भी निबंधित श्रेणी में पूर्ण किए गए कार्यों की संख्या होगी। यदि पूर्ण किए गए कार्यों की संख्या समान हो वैसे स्थिति में उच्चतर श्रेणी के संवेदक की वरीय माना जाएगा।

2. (iii) Mobilization Advance के संबंध में :-

पथ निर्माण विभाग, झारखण्ड सरकार के संकल्प सं-3211(S) दि 05.06.2018 द्वारा Standard Bidding Document की कंडिका-51.1 of Section-3 (Conditions of Contract) में निम्न संशोधन किया गया है:-

"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 mobilization advance."

Mobilization Advance के संबंध में पथ निर्माण विभाग द्वारा अपनायी गयी व्यवस्था (जिसमें Mobilization Advance पर interest देय है (पथ निर्माण विभाग का संकल्प-3211(S) दिनांक-05.06.2018, प्रति संलग्न) के अनुसार कार्रवाई अन्य कार्य विभागों के द्वारा भी की जायेगी।

(ख) mobilization advance दिए जाने की स्थिति में पथ निर्माण विभाग के उपरोक्त संशोधन को सभी विभागों के Contract Document में सम्मिलित किया जाय साथ ही Equipment advance हेतु भी यह व्यवस्था लागू होगी।

2. (iv) इस प्रकार प्रत्यायोजित शक्ति/संशोधित प्रावधान से यदि कोई पृथक व्यवस्था किसी कार्य विभाग में यदि लागू हो तब वह स्वतः संशोधित मानी जाएगी।

(3) प्रस्ताव पर भ्रतिपरिषद् का अनुमोदन प्राप्त है।

अनुलग्नक :- *यथोक्त।*

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

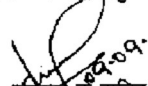
झारखण्ड राज्यपाल के आदेशानुसार

[Signature]
सरकार के सचिव,
पथ निर्माण विभाग,
झारखण्ड, राँची।

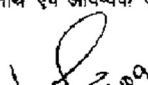
ज्ञापांक:- प0नि0वि0/विविध-06-33/2007(अंश-1) - 2146(S) दिनांक : 09/09/2020
प्रतिलिपि :- अधीक्षक, राजकीय मुद्रणालय, डोरण्डा, राँची को सूचनार्थ एवं राजपत्र के आगामी अंक में प्रकाशनार्थ प्रेषित। अनुरोध है कि राजपत्र की 200 (दो सौ) प्रति पथ निर्माण विभाग, झारखण्ड, राँची को उपलब्ध करायी जाय।

[Signature]
सरकार के सचिव,
पथ निर्माण विभाग,
झारखण्ड, राँची।

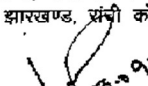
झापांक:- प0नि0वि0/विविध-06-33/2007(अंश-1) -2146(5) दिनांक 09/09/2020
प्रतिलिपि:- मुख्य सचिव, झारखण्ड, राँची/विकास आयुक्त, झारखण्ड, राँची/मुख्यमंत्री के प्रधान सचिव, झारखण्ड, राँची/अपर मुख्य सचिव/प्रधान सचिव/सचिव/मंत्रिमंडल सचिवालय एवं निगरानी विभाग, झारखण्ड, राँची/योजना-सह-वित्त विभाग झारखण्ड, राँची/उर्जा विभाग, झारखण्ड, राँची/पेयजल एवं स्वच्छता विभाग, झारखण्ड, राँची/जल संसाधन विभाग, झारखण्ड, राँची/नगर विकास एवं आवास विभाग झारखण्ड, राँची/ग्रामीण कार्य विभाग झारखण्ड, राँची/ग्रामीण कार्य विभाग (ग्रामीण कार्य मामले) झारखण्ड, राँची/भवन निर्माण विभाग झारखण्ड, राँची/पथ निर्माण विभाग झारखण्ड, राँची/सभी प्रमंडलीय आयुक्त/सभी विभाग/ सभी विभागाध्यक्ष, झारखण्ड, राँची/सभी अभियन्ता प्रमुख, पथ निर्माण विभाग/भवन निर्माण विभाग/ग्रामीण कार्य विभाग/उर्जा विभाग/पेयजल एवं स्वच्छता विभाग/जल संसाधन विभाग/तकनीकी परीक्षक कोषांग, झारखण्ड, राँची/सभी मुख्य अभियंता, पथ निर्माण विभाग/भवन निर्माण विभाग/ग्रामीण कार्य विभाग/उर्जा विभाग/पेयजल एवं स्वच्छता विभाग/जल संसाधन विभाग, झारखण्ड, राँची/ मुख्यालय स्थित सभी राजपत्रित पदाधिकारी/सभी प्रशाखा पदाधिकारी को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।


सरकार के सचिव,
पथ निर्माण विभाग,
झारखण्ड, राँची।

झापांक:- प0नि0वि0/विविध-06-33/2007(अंश-1) -2146(5) दिनांक 09/09/2020
प्रतिलिपि :- प्रधान महालेखाकार (अंकेक्षण), झारखण्ड, राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।


सरकार के सचिव,
पथ निर्माण विभाग,
झारखण्ड, राँची।

झापांक:- प0नि0वि0/विविध-06-33/2007(अंश-1) -2146(5) दिनांक : 09/09/2020
प्रतिलिपि :- प्रशाखा पदाधिकारी, प्रशाखा-6, पथ निर्माण विभाग, झारखण्ड, राँची को सभी सम्बन्धित को ई-मेल (E-mail) से भेजने एवं ई-प्रोक्वोरमेंट सेल, पथ निर्माण विभाग, झारखण्ड, राँची को वेबसाईट www.jharkhand.gov.in/road पर upload करने हेतु प्रेषित।


सरकार के सचिव,
पथ निर्माण विभाग,
झारखण्ड, राँची।