

I.T. Manager
S. 3. 18

बिहार सरकार
पथ निर्माण विभाग

कार्यालय आदेश

पत्रांक- प्र०-6/द०बि०-नियम-03-02/2004- 1631(5) /पटना, दिनांक 28/02/18

विभागीय कार्यों की समीक्षा के क्रम में ऐसा पाया जा रहा है कि संविदा में निहित कार्य पूर्णता की अवधि में संवेदकों द्वारा कार्य पूर्ण नहीं किया जाता है।

2. संबंधित अधीक्षण अभियंता/कार्यपालक अभियंता/Senior Project Engineer BRPNL/D.G.M, BSRDCL द्वारा समय-सीमा पार हो जाने के बावजूद कार्य अधूरा रहते हुए अवधि विस्तार हेतु कोई प्रभावी कदम नहीं उठाया जाता है। यह देखा जाता है कि कार्यपालक अभियंतागण द्वारा Daily Payment Surcharge लगाकर निर्धारित अवधि गुजर जाने के बावजूद भी भुगतान कर दिया जाता है।

3. उल्लेखनीय है कि Standard Bidding Document में समय पर कार्य पूर्ण करने/समय पर कार्य पूर्ण नहीं करने पर अवधि विस्तार/दंड के संबंध में निम्नलिखित प्रावधान हैं :-
ITB clause 4.8 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- have record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

CONTRACT CLAUSE- 5

Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule 'F' or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the security deposit absolutely.

5.1 As soon as possible after the contract is concluded the Contractor shall submit a Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the work. It shall indicate the forecast of the dates of commencement

and completion of various trades or sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate Programme has been agreed upon) complete the work as per milestone given in schedule 'F'.

5.2 If the work(s) be delayed by.

- i) force majeure, or
- ii) Serious loss or damage by fire, or
- iii) Civil commotion, local.
- iv) delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- v) non-availability of stores, which are the responsibility of Government to supply or
- vi) non-availability or break down of tools and Plant to be supplied or supplied by Government or
- vii) any other cause which, in the absolute discretion of the authority mentioned in

Schedule 'F' if beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

5.3 Request for the rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the hindering event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

5.4 In any such case the authority mentioned in Schedule 'F' may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

5.5 The basic centerlines, reference points and benchmarks will be fixed by the department. The contractor shall established at his own cost at suitable points, additional reference line and bench marks as may be necessary and instructed by the engineer-in-charge. The contractor shall remain responsible for the sufficiency and accuracy of all the bench marks and reference lines.

4. समयवृद्धि की स्वीकृति के संबंध में विभागीय कार्यालय आदेश सं०-95 सहपठित ज्ञापांक-3505 (एस) दिनांक-21.04.2015 द्वारा दिशा निर्देश निर्गत है। संविदा में निहित कार्यपूर्णता की अवधि को बढ़ाने संबंधी संवेदक के अभ्यावेदन का निपटारा, सक्षम प्राधिकार द्वारा एक तार्किक आदेश पारित करते हुये आवेदन की तिथि से तीन माह के भीतर कर दिया जायेगा।

5. तदनुसार निम्नवत् प्रशासनिक निर्देश दिये जाते हैं :-

(i) कार्य समाप्ति की तिथि के बाद जब तक अवधि विस्तार सक्षम स्तर से स्वीकृत न हो तब तक संवेदकों को किसी भी प्रकार का भुगतान मान्य नहीं होगा।

(ii) वैसे संवेदक, जो आवंटित कार्यों की निर्धारित समयावधि या सक्षम स्तर द्वारा अनुमोदित विस्तारित समयावधि के अन्दर कार्य पूर्ण नहीं करेंगे, वे स्वतः अगली निविदा में तब तक भाग नहीं ले सकेंगे, जब तक कि वे पुराने लंबित कार्यों को पूर्ण नहीं कर लेते।

(iii) यह व्यवस्था 01 अप्रैल, 2018 से लागू होगी।

(iv) तदनुसार सभी संवेदक अवगत हों कि वे अपने पुराने लंबित सभी कार्यों को मार्च, 2018 तक पूर्ण कराना सुनिश्चित करें, अन्यथा इस निदेश के आलोक में अन्य किसी भी नई निविदा में भाग लेने का अवसर उन्हें प्राप्त नहीं होगा।

 28/02/18

✓ (अमृत लाल मीणा),
प्रधान सचिव

पथ निर्माण विभाग, बिहार, पटना।

ज्ञापांक- प्र०-6/द०बि०-नियम-03-02/2004- 1631(5) /पटना, दिनांक.....28/02/18.....

प्रतिलिपि :-सभी मुख्य अभियंता (रा०उ०प० उपभाग सहित)/सभी अधीक्षण अभियंता (रा०उ०प० अंचल सहित)/सभी कार्यपालक अभियंता (रा०उ०प० प्रमंडल सहित), पथ निर्माण विभाग, बिहार, पटना को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

 28/2/18

✓ (अमृत लाल मीणा),
प्रधान सचिव

पथ निर्माण विभाग, बिहार, पटना।

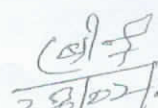
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प्रतिलिपि :-मुख्य अभियंता (अनुश्रवण) पथ निर्माण विभाग, बिहार, पटना को विभागीय वेबसाइट पर Upload करने हेतु प्रेषित।

 28/2/18

✓ (अमृत लाल मीणा),
प्रधान सचिव

पथ निर्माण विभाग, बिहार, पटना।

 28/02/18