

	JHARKHAND STATE SPORTS PROMOTION SOCIETY (A CCL- State Govt. of Jharkhand Joint Initiative) C/o Mega Sports Complex, Khelgaon, Hotwar, Ranchi- 835217 Registration under Society Act No. 519 Registration under GST No. 20AACAJ6436C1Z9 OUR MISSION- OLYMPIC GOLD Contact no.: 0651-2543320	
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No: - CEO/LMC/Civil/JSSPS/2025-26/800

Date: - 22/10/2025

NIT 03 of 2025-26(Civil Works)

1. Tenders are invited on-line under single cover system on the website <https://jharkhandtenders.gov.in> from the eligible bidders for the following work:

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Recoating of 07 nos. Tennis Courts and civil works at Tennis practice arena at Mega Sports Complex, Khelgaon, Hotwar, Ranchi under JSSPS.	Mega Sports Complex, JSSPS, Khelgaon, Ranchi	Rs. 66,48,448.84	Rs. 83500.00	75 days

The bid documents will be available on the website(s) <https://jharkhandtenders.gov.in> and www.jharkhandcclsports.in and can be downloaded by the bidder up to the bid download end date. There is no Application Fee.

All documents relating to the Bid shall be in the Hindi/English language. Documents in other language should be accompanied with its notarized Hindi/English translation.

2. For Site visit of location of work, the prospective bidder(s) may contact Ms. Shikha Rani Bhagat, Overseer(Civil), JSSPS, Mobile No.:-9709111608; -

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Member (Civil) LMC, JSSPS Mob No. 8092466706	Sri Vikas Kumar, Sr. Overseer (Civil), JSSPS Mob No. 7004838366

3. **Time schedule of Tender**

Sl. No	Particulars	Date	Time
a.	Tender e-Publication date	24.10.2025	17.00 Hours
b.	Document download start date	24.10.2025	17.00 Hours
c.	Document download end date	08.11.2025	17.00 Hours
d.	Bid Submission start date	25.10.2025	10.00 Hours
e.	Bid submission end date	08.11.2025	17.00 Hours
f.	Start date for seeking Clarification on-line	24.10.2025	17.00 Hours
g.	Last date for seeking Clarification on-line	31.10.2025	17.00 Hours
h.	Date of Pre-bid meeting (if any)	NA	NA
i.	Technical Bid (Cover I) opening Date	10.11.2025	17.00 Hours
j.	Price Bid (Cover II) opening Date	To be notified later	-----

4. **Earnest Money Deposit (EMD):**

The bidder will have to make the payment of EMD through ONLINE mode only.

In Online mode the bidder can make payment of EMD either through **NET-BANKING** from designated Bank(s) or through **NEFT/RTGS** from any scheduled Bank(s).

NEFT/RTGS:In case of payment through NEFT/RTGS from any scheduled bank(s), the bidder will have to make payment as per the Challan(s) generated by system on e-Procurement portal. The payment of EMD through NEFT/RTGS mode should be made well ahead of time to ensure that the EMD amount is transferred to JSSPS account before submission of bid.

The Bidder will be allowed to submit his/her/their bid only when the EMD is successfully received in JSSPS designated account

and the information flows from Bank to e-Procurement system.

In online payment of EMD, if the payment is made by the Bidder within the last date & time of bid submission, but not received by the JSSPS within the specified period due to any reason, then the bid will not be accepted. However, such EMD/Bid Security will be refunded back to the Bidder, if received later. **Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable.**

5. **Pre-bid Meeting:** Not applicable in this tender.
6. **Clarification of Bid:** The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.
7. **User Portal Agreement:** Applicable as per Jharkhand Tenders Portal Policy. The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://jharkhandtenders.gov.in> in order to become an eligible bidder. This will be a part of the agreement.

Moreover, the bidder will be responsible for submission of all the facts, figures, information and documents genuine, authentic, true and valid on the date of submission of tender. For any information found to be false at any stage of tendering or during contract period, penal action will be taken as per NIT, mentioned elsewhere. Submission of the bid/offer by any bidder will construed that bidder have accepted all the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, unconditionally. Even though, if any conditional bid is submitted, the same will not be accepted without giving any further reasons.

8. **Eligible Bidders:** Those Bidders including an Individual, Proprietorship firm, Partnership firm, Company registered under Companies Act 2013 and its amendments thereof or any relevant law in India, as applicable, fulfilling the Minimum Qualifying Requirement (MQR) and any other conditions, specified in Bid Document / Additional Terms & Conditions (ATC) elsewhere. In a tender, a Bidder shall participate in one bid only.

If the bidder is a subsidiary of a Company, the experience and resources of the holding Company or its other subsidiaries will not be taken into account. However, if the bidder is a holding Company, the experience and resources of its wholly owned subsidiaries will be taken into consideration.

9. **Joint Venture (JV)** is not allowed to participate in this tender. Hence, all the clauses related to JV stands Null & Void, if appearing anywhere in this tender document.
10. **Purchase Preference under 'Make in India' Policy for "Local supplier":** Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time, shall be applicable.
11. **Documents to be submitted/provided by Bidder(s) in Cover I(Technical Bid):**

- 11.1 List of the Documents: Consolidated list of following documents needs to be submitted/uploaded by bidder(s) in Bid:

S. No.	Documents
A. Non-Recyclable Documents: No recycling will be done for these documents i.e. no further clarification will be sought from bidders. These documents are the Part of Cover I.	
1	Annexure-I
2	Annexure-II
B. Recyclable Documents (If there is some deficiency in uploaded documents corresponding to the information furnished online, the same could be asked from the bidders as shortfall documents, further elaborated elsewhere. These documents are also the Part of Cover I.	
1	Permanent Account Number (PAN) of Bidder
2	Goods and Services Tax (GST) Status of Bidder
3	Legal Status of the bidder
4	Undertaking by bidder on his/her/their Letter Head as per Annexure-III.
5	Digital Signature Certificate
6	Work Experience
7	Financial Turnover
C. Other Relevant Documents (Not required for Bid Evaluation, but required for bid processing during tendering stage as well as during contract period)	

1	E-mandate Form
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11.2 Details of the Documents:

- (a) Following documents, **in .pdf format**, are required to be submitted/ uploaded by Bidder(s) as Non-Recyclable documents against the listed document above at (11.1“A”):

11.2.1 **Annexure-I:** Letter of Bid (LoB) in prescribed format. Format is provided in this NIT.

11.2.2 **Annexure-II:** The bidders have to accept unconditionally in the Undertaking in the prescribed format provided in this NIT regarding Genuineness of the information furnished by him on-line & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc.

- (b) Following documents, **in .pdf format**, are required to be submitted/ uploaded by Bidder(s) as Recyclable Documents against the listed document above at (11.1 “B”):

11.2.3 **PAN:** PAN card issued by Income Tax department, Govt. of India.

11.2.4 **GST:** Any of the following documents, depending upon the status w.r.t. GST, as declared by Bidder in the BOQ sheet:

(i) **Status:** GST Registered Bidder under regular scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

(ii) **Status:** GST Registered Bidder under composition scheme

Document: GST Registration Certificate (i.e. GST identification Number) issued by appropriate authority of India.

(iii) **Status:** GST unregistered bidder:

Document: A Certificate having UDIN from a practicing Chartered Accountant having membership number with Institute of Chartered Accountants of India certifying that the bidder is GST unregistered bidder. in compliance with the relevant GST rules of India.

Note:

- (i) *If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.*
- (ii) *During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to company has been ascertained or at actuals, whichever is lower.*

11.2.5 **Legal Status of the Bidder:** Document(s) covered under any one of the following sub-head(s):

1. Affidavit or any other document to prove Proprietorship/Individual status of the bidder.
2. Partnership deed containing name of partners.
3. Memorandum & Article of Association, with certificate of incorporation containing name of bidder.

11.2.6 **Annexure-III:** Undertaking in prescribed format. Format is provided in this NIT.

11.2.7 **Digital Signature Certificate:** If the bidder himself is the DSC holder bidding on-line then no document is required. However, if the DSC holder is bidding online on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder.

11.2.8 Work Experience:

The Intending bidder(s) must have experience of having successfully completed similar work during last 7 (seven) years, ending last day of month previous to the one in which bid applications are invited (i.e. eligibility period) as per the following: -

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender.

Or

Two similar completed works each costing not less than the amount equal to 50% of the estimated cost put to tender.

Or

One similar completed work costing not less than the amount equal to 80% of the estimated cost put to tender.

Similar nature of work shall be: Supply, Installation/fixing of synthetic courts with asphalt base in a Sports Stadium(Indoor or Outdoor) anywhere in India.

Added Essential Requirement: In that stadium, a National/International level sports event(s) were organized after the commissioning/ installation of the said similar nature of work. For this purpose, notorised self-certificate / certificate from the said Stadium Authority will be sufficient.

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of

incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance and/ or operation after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

In all the above cases, while considering the value of completed works, the full value of completed work be considered whether or not the date of commencement is within the said 7 (seven) years period. The date of completion of work should be during last 7 (seven) years ending last day of month previous to the one in which bid applications are invited.

Cost of previous completed works shall be given a simple weightage of 5% per year to bring them at current price level, while evaluating the qualification requirement of the bidder. Such weightage shall be considered after end date of completion. Updating will be considered for full or part of the year (total no. of days / 365) i.e considering 365 days in a year, till the last day of month previous to one in which bid has been invited.

In case the experience has been earned by the bidder as a partner in a partnership firm then the proportionate value of experience in proportion to actual share of bidder in that partnership firm will be considered against eligibility else it shall be taken as 100%.

Scanned copy of documents to be uploaded by Bidders (TO BE UPLOADED ONLINE) (To be Notorised):

For work experience, Bidders are required to submit Satisfactory Work Experience Certificate issued by the employer against the Experience of similar work containing all the information as sought on-line. Bidder should also submit Work order, BOQ and/or TDS along with the bid.

However, Work Order, BOQ and/or TDS etc. may be sought during clarification or along with deficient documents, if felt necessary by the Tender Committee. These documents should be valid on the date of submission of tender, but having notarised on any date during the "Seeking Clarification" period.

11.2.9 Financial Turnover:

Average annual financial turnover during the last 3 (three) years ending 31st March of the previous financial year, should be at least 30% of the estimated cost put to tender. (The "Previous Financial Year" shall be computed with respect to the e-Publication date of NIT).

If any bidder does not furnish the turnover value for any financial year out of the last 3 financial years, the turnover for that financial year shall be taken as 'Zero' and the average annual financial turnover shall be calculated accordingly.

Financial turnover shall be given a weightage of simple rate @ 5% per year and, will not be compounded, to bring them at current price level, for each completed year (total number of days/365) after the end of respective financial year (i.e. 31st March) till the last day of month previous to one in which Bid has been invited.

Scanned copy of document to be uploaded by Bidders:

Financial Turnover certificate(s) for the last 3 (three) financial years issued by a Practicing Chartered Accountant having a membership number with Institute of Chartered Accountants of India, with a Unique Document Identification Number (UDIN), containing following information therein:

- i) Annual financial turnover of each of the last 3 (three) years ending 31st March of the previous financial year.
- ii) Name of the Chartered Accountant issuing the Turnover certificate.
- iii) Membership Number of the Chartered Accountant.
- iv) Date of Certificate issued by Chartered Accountant

- (c) Following documents, **in .pdf format**, are required to be submitted/ uploaded by Bidder(s) as Other Relevant Documents against the listed document above at **(11.1 "C")**:

11.2.10 E-mandate Form: Bidder to submit e-Mandate form of the account, from where the EMD has been submitted, for Electronic Fund Transfer/Internet Banking Payment, as provided in Bid Document.

Note:- In the current era of digital governance, various statutory and historical documents etc. are available on government websites.

As a responsible entity committed to promoting a transparent and fair evaluation process, JSSPS is of the opinion that a bidder should not be disqualified solely on the grounds of submitting incomplete or partial documents, if the relevant historical data is accessible on any government portal.

Accordingly, for any standard or statutory documents that are verifiable through government websites, JSSPS reserves the right to verify such information independently, provided the information can be reliably obtained from official sources.

In case documents are not retrievable through online sources, JSSPS may, at its discretion, seek these documents from the bidder as shortfall documents. This will ensure that bidders are not unfairly disqualified due to minor or unintentional omissions.

If the bidder fails to submit the requested shortfall documents within the prescribed time, as per the instructions issued by JSSPS, their bid is liable to be rejected without further notice.

This approach is intended to ensure fairness, prevent undue disqualification, and uphold the principles of transparency in the tender evaluation process.

This will be the part of Evaluation of Tender, mentioned elsewhere in NIT.

- 12 **One Bid per Bidder:** Each Bidder shall submit only one Bid, either individually, or as a proprietor, or as a partner in a partnership firm or Joint venture or as a Company registered under Companies Act. A Bidder who submits or participates in more than one Bid (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 13 **Site Visit:**
- 13.2 The bidder, at the Bidder's own responsibilities, cost and risk, is encouraged to visit and examine the Site of Works and its surrounding, existing works, if any, connected to the tendered work, as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder's own expense.
- 13.3 It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he/she/they actually visit the Site/Area or not and has taken all the factors into account while quoting his/her/their rates.
- 13.4 The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.
- 13.5 The Bidder, in preparing the bid, shall rely on the site investigation report referred to in the bid document (if available), supplemented by any information available to the Bidder.
- 14 **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.
- 15 **Technical Specifications/Scope of Work:** The tenderer shall closely study all Specifications/Scope of Work in detail, which govern the rates for which he is tendering.
- 16 **Currencies of Bid and Payment:** The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees only.
- 17 **Canvassing in Tender:** Canvassing in connection with the tenders in any shape or form is strictly prohibited and tenders submitted by such tenderers who resort to canvassing shall be liable for rejection

~~18 **Extension of Critical Date:** As per Jharkhand Tender Portal Policy.(Not Applicable for this NIT)~~

19 **Bid Validity:**

The validity period of the tenders shall be 120 (One Hundred Twenty) days from the end date of bid submission. The validity period of tender shall be decided based on the final end date of submission of bids.

In exceptional circumstances, prior to expiry of the original time limit of bid validity, JSSPS may request the bidders (all the responsive tenderers) to extend the period of validity for a specified additional period. The employer's request and the bidder's responses shall be made in writing or as per Portal Policy. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.

The tenderer shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter the tender or any terms/conditions thereof without consent in writing of the JSSPS. In case the tenderer violates to abide by this, the JSSPS will be entitled to take penal action as per the Clause related to "Modification and Withdrawal of Bid" of NIT.

20 **Modification and Withdrawal of Bid:**

Modification of the submitted bid shall be allowed on-line only before the deadline of submission of tender and the bidder may modify and resubmit the bid on-line as many times as he may wish. Bidders may withdraw their bids online within the end date of bid submission and their EMD will be refunded. For withdrawal of bid after the end date of bid submission, the bidder will have to make a request in writing to the Tender Inviting Authority. Withdrawal of bid may be allowed till issue of work order/LOA with the following provision of penal action:

- a. If the request of withdrawal is received before online notification for opening of price bid, the EMD will be forfeited and bidder will be debarred for minimum 1 (one) year from participating in tenders in JSSPS. The Price- bid of remaining bidders will be opened and the tender process shall go on.
- b. If the request of withdrawal is received after online notification for opening of price bid, the EMD will be forfeited and the bidder will be debarred for minimum 1 (one) year from participating in tenders in JSSPS. The Price-bid of all eligible bidders including this bidder will be opened and action will follow as under:
- i. If the bidder withdrawing his bid is other than L1, the tender process shall go on.

ii. If the bidder withdrawing his bid is L-1, then re-tender will be done.

Note:

- i). In case of above, a letter will be issued to the bidder by Tender Inviting Authority with the approval of Tender Accepting Authority (CEO, JSSPS), stating that the EMD of bidder is forfeited, and this bidder is debarred for minimum 1 (one) year from participating in tenders in JSSPS. The updated list of blacklisted/debarred bidders will be maintained by Tender Inviting Authority/Evaluators.
- ii). Penal action against clause (a) & (b) above will be enforced from the date of issue of such order.

21 **Postponement of scheduled date(s):** The JSSPS reserves the right to postpone the date of receipt and opening of tenders or to cancel the tenders without assigning any reason whatsoever.

22 **Price bid(Cover II):**

The Price bid containing the Bill of Quantity will be in Excel format and will be downloaded by the bidder and bidder will quote the rates for all items on this Excel file. Prior to quoting the rates in the BOQ file, the bidder will select the appropriate status from the following drop down list given in the BOQ:-

I. Status: GST Registered Bidder under regular scheme

II. Status: GST Registered Bidder under composition scheme

III. Status: GST unregistered bidder

The rates quoted by the bidder will be excluding GST and GST component (to be paid by JSSPS and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

Thereafter, the bidder will upload the same Excel file during bid submission. The Price-bid (excluding GST) will be in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format and the bidder will have to quote for all the tendered items. The Price Bid of the tenderers will have no condition. The price bid which is incomplete and not submitted as per instruction given in this document is liable for rejection.

System for decision of L1 bidder

The L1 bidder will be decided based on Overall Quoted Value (i.e. cost to the JSSPS). The system for decision of L1 bidder will be as per following 02(two) cases:-

Case – 1: Supply for which INPUT TAX CREDIT (ITC) is not available to the JSSPS.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the bidder **or** by JSSPS taken by the system will be added to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders plus GST. This value of the bidder will be “the Cost to JSSPS”.

Then share of GST to be deposited by JSSPS, if any will be deducted from overall bid value to arrive at the Contract value.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Case – 2: Supply for which INPUT TAX CREDIT (ITC) is available to the JSSPS.

For calculation of Overall Bid Value, the GST [CGST, SGST/UTGST, IGST and GST (compensation to state tax)] to be paid by the Bidder **or** by JSSPS taken by the system will be ignored to decide the L1 i.e. the ranking of the Bidders will be decided based on rates quoted by the bidders excluding GST. This value of the bidder will be “the cost to JSSPS”.

Then share of GST to be paid by bidder shall be added with overall bid value to arrive at the Contract value.

The Price-bids of the tenderers shall have no condition. The Price Bid which is incomplete and not submitted as per instruction given above is liable for rejection.

Note: The bidder should select their GST category as per clause no. 11.2.2 of NIT.

If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in JSSPS.

23 **Taxes and Duties:**

All duties, taxes and other levies, royalty, building and construction workers Cess (as applicable in States) payable by the Bidder/Contractor under the Contract, or for any other cause, as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder.

All investments, operating expenses, incidentals, overheads, leads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the JSSPS on production of documentary evidence in support of

payment actually made to the concerned authorities.

Similarly, if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

Further, any GST credit note required to be issued by the bidder /contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the Bill/Invoice. In case of unregistered dealer/bidder, GST, if applicable, will be deposited by JSSPS directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by JSSPS, as per rule.

If JSSPS fails to claim Input Tax Credit (ITC) on eligible Inputs, Input Services and Capital Goods or the ITC claimed is disallowed due to failure on the part of contractor in incorporating the tax invoice issued to JSSPS in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & Cess paid, based on such Tax Invoice, shall be recovered from the current bills or any other dues of the Bidder/Contractor along with interest and penalty, if any.

The JSSPS reserves the right to deduct/withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the JSSPS shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

Further, where any damages or compensation becomes payable by the JSSPS or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note: During the execution of the contract, if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage, based on which cost to JSSPS has been ascertained or at actuals, whichever is lower.

24 Opening of Technical Bid:

The Technical bid (Cover-I) will be opened one day after the Bid submission end date or next working day whichever is later. Technical bid (Cover-I) will be decrypted and opened online by the “Bid Openers” with their Digital Signature Certificates after the prescheduled date & time of Tender Opening.

All the documents uploaded by bidder(s) shall be downloaded after opening of Technical bid (Cover-I). After decryption and opening of Technical bid (Cover-I) the “technical bid opening summary” will be uploaded on the same day.

25 Evaluation of Tender:

a. After opening of Technical bid, the documents submitted by bidder(s) in cover I as enlisted in the NIT will be downloaded by the Evaluator/Dealing officer and shall be put up to the Tender Committee. The Tender Committee will examine the uploaded documents against information/declarations furnished by the bidder(s) online. If it confirms to all of the information/ declarations furnished by the bidder online and does not change the eligibility status of the bidder then the bidder will be considered eligible for opening of price bid.

b. In case the Tender Committee finds that there is some deficiency in uploaded documents (i.e. w.r.t 11.1 “B” documents) corresponding to the information furnished online or in case corresponding document have not been uploaded by bidder(s) then the same will be specified online by Evaluator clearly indicating the omissions/shortcomings in the uploaded documents and indicating start date and end date allowing 7 days (7 days x 24 hours) time for online re-submission by bidder(s) (Please see Note below for more clarity). The bidder(s) will get this information on their personalized dashboard under “Shortfall document” link. Additionally, information shall also be sent by system generated email and SMS, but it will be the bidder’s responsibility to check the updated status/information on their personalized dash board regularly after opening of bid. No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non-submission of documents within prescribed time. The bidder(s) will upload the scanned copy of all those specified documents in support of the information/ declarations furnished by them online within the specified period of 7 days. No further clarification shall be sought from Bidder.

Note: The shortfall information/ documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate can be asked for and considered. However, no new contract should be asked for so as to qualify the bidder.

c. It is responsibility of Bidders to upload legible/clearly readable scanned copy of all the required documents as mentioned above.

d. The tender will be evaluated on the basis of documents uploaded by bidder(s) online. The bidder(s) is/are not required to submit hard copy of any document through offline mode. Any document submitted offline will not be given any cognizance in the evaluation of tender.

e. In case the bidder(s) submit(s) requisite documents online as per NIT, then the bidder(s) will be considered eligible for opening of Price Bid.

f. In case bidder(s) fails to confirm the online submitted information(s)/ declaration(s) by the submitted documents as (b) above, their/his bid shall be rejected; however, if the already submitted documents do not change eligibility status of the bidder in connection his submitted online information(s)/declaration(s), then his/their bid will be accepted for opening of Price Bid.

g. After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened on/after preschedule date and time mentioned in the NIT online in the e- Procurement portal of Jharkhand Tenders. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of Jharkhand Tenders after rescheduled date and time.

h. In case none of the bidder(s) complies the technical eligibility criteria as per NIT, then bidder(s) will be rejected online and re-tender (if required) will be done (with the same or different quantity, as per the instant requirement).

26 **Opening of Price Bid:-**

After Technical evaluation of tender, "Technical Evaluation Summary" will be uploaded by the evaluator and price bid shall be opened for only Technically qualified bidders on/after preschedule date and time mentioned in the NIT online in the e- Procurement portal of Jharkhand Tenders. However, in case there is any extension of date and time of price bid opening, it shall be notified online and price bid shall be opened online on e-Procurement portal of Jharkhand Tenders after rescheduled date and time.

27 **Award of Work: -**

Techno commercially established L1 bidder will be recommended for the Award of the Contract. If L1 bidder backs out or refuses or fails to accept the Letter of Acceptance (as communicated electronically and/or communicated by JSSPS) in any mode of communication except verbal communication, within Seven days, or wilfully violates the bid process, the EMD will be forfeited and the L1 bidder will be debarred for minimum one (1) year from participating in tenders in JSSPS.

28 **Refund of EMD:**

- a) If EMD is paid by the bidder in online mode (Direct Debit/NEFT/RTGS), then the EMD of rejected bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- b) No claim from the bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.
- c) If the refund of EMD is not received by the bidder in the account from which the EMD has been made due to any technical reason then it will be paid through conventional system of e-payment. For this purpose, if required, Tender Inviting Authority will obtain the Mandate Form from the Bidder.
- d) In case the tender is cancelled, then EMD of all the participating bidders will be refunded, unless it is forfeited by the department.
- e) If the bidder withdraws his/her bid online (i.e. before the end date of submission of tender) then his/her EMD will be refunded automatically after the opening of tender.

29 **Letter of Award/Letter of Acceptance (LOA)/ Work Order/Agreement:** The Bidder, whose Bid has been accepted, will be notified /communicated by the Employer/Portal electronically online on the e-procurement portal of Jharkhand Tenders (<https://jharkhandtenders.gov.in>) prior to expiration of the Bid validity period. The L1 bidder will get the information regarding award of work/acceptance of their offer on their personalised dash-board on-line. On receipt of Letter of Acceptance (LOA) of the tender issued by the JSSPS, the successful tenderer shall submit Security deposit (detailed elsewhere) and execute contract agreement in the JSSPS's prescribed form for the due fulfilment of the contract, within the schedule time-line. Failure to enter into the required contract agreement within the specified period in the LOA shall entail cancellation of LOA and forfeiture of the Earnest Money. In addition, the department may debar the bidder from participating in future bids for at least 12 months as per Guidelines on Debarment of firms from Bidding. Till execution of the Agreement, JSSPS, at his sole discretion, may not release the payment of work done by the contractor.

30 **Change in Constitution of the Contracting Agency:** Prior approval in writing of the JSSPS shall be obtained before any change is made in the constitution of the contracting agency, otherwise it will be treated as a breach of Contract.

31 **Public Enterprises preference:** The JSSPS reserves its right to allow Public Enterprises purchase preference facility as admissible under prevailing policy.

32 **Contract Agreement Document(s):** This NIT shall be deemed to be part of the Contract Agreement. The Letter of Acceptance/Letter of Award/Work order, General Terms & Conditions, Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, Scope of work, Schedule of quantities (or Bill of quantities) along with accepted rate, drawings (if any), Work programme and any other document uploaded on portal as NIT document, forms an integral part of this NIT and shall also form a part of the Contract Agreement.

The contractor shall enter into and execute contract agreement in the prescribed form. The cost of the stamp papers for the contract agreement shall be borne by the contractor.

33 **Deployment of Manpower and Machineries/Equipment:** The bidder(s) will deploy sufficient number and size of equipment's/machineries/vehicles and the technical/supervisory personnel required for execution of the work.

34 **Sub-letting of Work:**

No sub-letting of work as a whole or part by the contractor is permissible. Procurement of material, hiring of equipment or

engagement of labour will not mean sub-letting.

If a contractor submits his bid qualifies but does not get the contract due to outcome of evaluation process as per NIT, they will be prohibited from working as a Sub-contractor for the contractor, who is executing the contract.

- 35 **Prohibition of Child Labour engagement:** The contractor/contractual Agencies must not engage any Child Labour during the course of execution of the contract work within the meaning and scope of the Child Labour Prohibition & Regulation Act-1986 and its relevant Act and Rules amended from time to time by the Govt. of India.
- 36 **Splitting up of the work:** The JSSPS does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders without assigning any reasons whatsoever and to split up the work between two or more tenderer(s) or accept the tender in part and not in its entirety.
- 37 **Settlement of Disputes:** Matters relating to any dispute or difference arising out of this tender and subsequent contract Awarded based on this tender, shall be dealt as per subsequent Clause on 'Settlement of Disputes' mentioned elsewhere.
- 38 **Handing Over of Site:** On completion of the work all rubbish, debris etc. shall be removed by the contractor(s) at his/their own expense and the site cleaned and handed over to the JSSPS and he/they shall intimate officially of having completed the work as per contract.
- 39 **Restrictions on Procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries:** The guidelines as per order no.F.No.6/18/2019-PPD dt 23/7/2020 of Ministry of Finance, GoI as amended from time to time shall be applicable.
- 40 Any corrigendum/date extension etc. in respect of above tender shall be issued in website <https://jharkhandtenders.gov.in> only. No separate notification shall be issued in the press. Bidders are therefore requested to visit our website regularly to keep themselves updated.
- 41 Bidder/Contractor shall abide all the Rules and Regulation, prevailing in the State of Jharkhand and/or in India, applicable to the works required under this NIT and subsequent contract, unconditionally.
- 42 **PROCESS TO BE CONFIDENTIAL:**
- 42.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. However, the Tender Status will be in public domain and anyone visiting the site can view it by identifying the tender.
- 42.2 It will be the bidder's responsibility to check the status of their Bid online regularly, after the opening of bid till award of contract. Additionally, information shall also be sent by system generated e-mail and SMS at nodal points (Date of bid opening, Requisition for Clarification on Recyclable document from bidder(s), award of work etc.). No separate communication will be required in this regard. Non-receipt of e-mail and SMS will not be accepted as a reason of non- submission of Recyclable documents within prescribed time.
- 42.3 Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.
- 42.4 From the time of bid opening to the time of contract award, no bidder shall contact the Procuring Entity on any matter related to the bid, except on request and prior written permission.
- 43 **LEGAL JURISDICTION:** Matter relating to any dispute or difference arising out of this Bid and subsequent contract awarded based on the bid shall be subject to the jurisdiction of local court (Ranchi) only where the subject work is to be executed.
- 44 **MISCELLANEOUS:** The bidders should fill the bid document properly and carefully. They should avoid quoting absurd rates. Throughout the bidding documents, the terms 'bid' and 'tender' and their derivatives are synonymous. Provisions related to instructions to bidder shall be a part of agreement.
- 45 In case, where meaning of different clauses sounds contradictory in nature in this tender document (anywhere), the clause most suitable for JSSPS and for the benefit of employees of the contractor will prevail.

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1. Definitions

- i) The word "**Employer**" or "**JSSPS**" or "**Owner**" wherever occurs in the conditions, means the **Jharkhand State Sports Promotion Society (JSSPS)**, represented by the CEO, LMC, JSSPS or his authorized representatives or any other officer specially deputed for the purpose.
- ii) The word "**Principal Employer**" wherever occurs, means JSSPS.
- iii) "Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers.
- iv) "Prospective bidder" means anyone likely or desirous to be a bidder.
- v) The word "**Contractor**" wherever occurs means the successful bidder/bidders who has/have deposited the necessary Earnest money and has/have been given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or a company or the successors and permitted assignees of such individual, firm or company, as the case may be and any constitutional, or otherwise change of which shall have prior approval of the employer.
- vi) "**Site**" means the land and places where the works designed by JSSPS authority are to be executed and any other lands and places provided by JSSPS for working space or any other purpose as may be specifically designated in the Contract as forming part of the site.
- vii) "**Accepting Authority**" shall mean the CEO, LMC, JSSPS.
- viii) "**Engineer-in-charge**" shall mean the officer nominated by the CEO, LMC, JSSPS competent to supervise the works contained in this NIT.
- ix) A "**Day**" shall mean a day of 24 hours from midnight to midnight.
- x) The "**Work**" shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, mentioned elsewhere.
- xi) Contract Amount shall mean the total sum for which tender is accepted by the JSSPS. However, the amount payable to the contractor, which is also the executed amount, will depend upon value of actual execution of work and it may differ from Contract Amount. Any Performance/Experience Certificate issued to the contractor will be based on executed amount only, not the contract amount.
- xii) Letter of Acceptance (LOA), Letter of Intent (LOI) or Letter of Award (LOA) shall be used for same meaning and will be issued to the successful bidder after completion of tendering process, as deliberated elsewhere.
- xiii) The contractor shall enter into and execute contract agreement in the prescribed format. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document/agreements shall be prepared and signed by both the parties one of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the JSSPS. For additional copy, cost to be charged. All additional copies should be certified by the designated JSSPS Authority. The contract document shall not be used by the contractor for any purpose other than this contract and the contractor shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- xiv) In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good and will be final.
- xv) Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Scope of work & General Terms & Conditions of contract forming part of the particular contract document.
- xvi) Word "**NIT**" wherever appears means the complete set of this Notice, Terms & Conditions as well as Applicable Clause/Parts/rules of JSSPS as well as Jharkhand Tender Portal.
- xvii) Unless the context otherwise clearly indicates, words used in the **singular** include the **plural** and vice-versa.
- xviii) **Discrepancies in contract documents & Adjustments thereof:**

The documents forming part of the contract are to be treated as mutually explanatory of one another and in case of discrepancy between schedule of quantity, the specifications and/or drawing, the following order of preference shall be observed;

- a) Description in Bill of Quantities of work.
- b) Particular specification and special conditions, if any
- c) Drawings.
- d) General specifications.
- e) BIS Specifications.

In the event of varying or conflicting provision in any of the document(s) forming part of the contract, the Accepting Authority's decision/clarification shall hold good with regard to the intention of the document or contract as the case may be.

Any error in description, quantity or rate in Bill of Quantities or any omission there from, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the Drawings and Specifications forming part of the particular contract document.

2. Security Deposit: Security Deposit, which shall bear no interest, shall consist of two parts:

- a) Performance Security to be submitted after award of work within 21 days of issuance of LOA by the successful bidder and
 - b) Retention Money to be recovered from running bills. The security deposit shall bear no interest.
- 2.1 (a) Performance Security @5% of Contract Amount and should be submitted within 21 days of issuance of LOA, by the successful bidder in any of the form given below:

(i) A Bank Guarantee in the form given in the bid document from any Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-operative banks or Regional Rural Banks). The BG issued by outstation bank shall be operative at its local branch at Ranchi. The BG issued by outstation bank shall be operative at its local branch at Ranchi.

The validity of the Bank Guarantee shall be for a period of contract/Extended contract period (if any) plus ninety days.

Original copy of the Bank Guarantee issued by the Issuing Bank shall be sent by the issuing bank to JSSPS.

If performance security is provided by the successful bidder in the form of bank guarantee it shall be issued either

- (a) at Bidder's option by a Scheduled Bank or
- (b) by a foreign bank located in India and acceptable to JSSPS.

(ii) Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by JSSPS and duly pledged in favour of JSSPS.

(iii) Demand Draft drawn in favour of JSSPS on any Scheduled Bank payable at its Branch at Ranchi.

Extension in submission of Performance Security Deposit (PSD) is normally not permissible. However, having genuine reason and subject to approval of CEO, LMC, JSSPS the same may be accepted beyond 21 days. Till submission of the PSD, no payment against the work done by the contractor will be released and amount so generated will be treated as PSD and will be dealt as per clauses related to PSD in this NIT/Contract anywhere. Once the value of work done by the contractor exceeds the value of PSD, the excess amount will be paid. This retained money could only be released when PSD in above-referred form is submitted by the contractor.

In case the successful bidder fails to submit the Performance Security within the stipulated time/ extended time, if any, then the award of work may be cancelled with forfeiture of the bid security/earnest money. Additionally, the JSSPS shall debar such defaulting contractor from participating in future tenders in JSSPS for a period of minimum one year from the date of issue of such letter.

When validity of BG is about to expire, the contractor has to extend the validity of BG, if required. If the validity of BG is not extended before 03 days of its expiry, then JSSPS shall be at liberty to encash the BG.

In case of a JV, the Performance Security can be submitted by the Joint Venture / one or more partners of the joint venture. In case of JV/Partnership firm, the debarment shall also be applicable to all individual partners of JV/Partnership firm.

Note: -In the above case, Debarment shall be done as per Guidelines on Debarment of firms from Bidding.

- (b) Retention Money @5% to be recovered from running bills. All running on account bills shall be paid at 95% (ninety five percent) of work value. The balance 5% shall be treated as retention money and will be second part of security deposit.

2.2 The JSSPS shall be at liberty to deduct/appropriate from the security deposit such sums as are due and payable by the contractor to the JSSPS as may be determined in terms of the contract, and the amount appropriated from the security deposit shall have to be restored by further deduction from the contractors subsequent on account running bills, if any.

2.3 **REFUND OF SECURITY DEPOSIT:** The refund of security deposit shall be subject to JSSPS's right to deduct/ appropriate its due against the contractor under this contract or under any other contract.

On completion of the entire work and issue of defect liability certificate (taking over certificate with a list of defects) by the Designated JSSPS authority, one half of the security deposit (5% Performance Security) remaining with the JSSPS shall be refunded within 14 days of the issue of defect liability certificate (taking over certificate with a list of defects).

The other half (Retention Money) shall be refunded to the contractor after issue of No Defect Certificate by the Designated JSSPS authority on the expiry of Defect Liability Period of six months, subject to the following conditions:

- a) Any defect/defects in the work, if detected after issue of defect liability certificate (Taking over certificate with list of defects) is/are rectified to the satisfaction of the Designated JSSPS authority within the said defect liability period of six months or on its due extension till completion of the rectification works as required.
- b) In the case of building work or other work of similar nature, the refund shall be made on the expiry of the said six months period or at the end of one full monsoon period i.e. June to September, whichever is later in point of time and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of Designated JSSPS authority.

Note: In case of Maintenance contracts, that ends with successful completion of work, where question of Defect Liability Period does not arise (e.g. sweeping / cleaning, horticulture, tank cleaning, jungle cutting, grass cutting, surface dressing etc.), the performance security and retention money (second part of bid security) can be released simultaneously after completion of work and taking over by department.

Retention Money may be refunded against equivalent Bank Guarantee, on written request of the contractor, on its accumulation to a minimum amount of Rs 25 lakhs subject to the condition that amount of any Bank Guarantee except last one, shall not be less Rs. 25

lakhs. However, Bank Guarantee against retention money shall be with suitable validity based on nature of work which shall be 90 days beyond the defect liability period, but in no case less than the period of one year.

Bank Guarantee is to be submitted in the format prescribed by the JSSPS. Bank Guarantee shall be irrevocable and will be from Scheduled Commercial Banks as elaborated at Cl. 2.1.

Note:- Defect Liability period for this NIT (Tennis court related works including supply of goods) shall be 01 year. So, defect liability period of six months mentioned elsewhere in NIT shall not be applicable.

2.4 Additional performance security:

Additional performance security shall be applicable if the bid price is below 15% of the justified price, finalized by the owner. The amount of such additional performance security shall be the difference between 85% of the owner's justified price and quoted price.

Justified price shall be finalized by the owner on the basis of prevalent market rate of materials and labour analysed as per standard analysis of rate of JSSPS's approved SOR or CPWD, and shall be binding on the bidder.

Additional performance security (APS) shall be furnished within 21 days of issuance of LOA/Award letter by the successful bidder. Extension in submission of Additional performance security (APS) is normally not permissible. However, having genuine reason and subject to approval of CEO, LMC, JSSPS the same may be accepted beyond 21 days. Failure to submit such additional performance security shall result into cancellation of the contract with forfeiture of earnest money.

Additionally, the JSSPS shall ban such defaulting contractor from participating in future tenders in JSSPS for a period of minimum one year from the date of issue of such letter.

In case of JV/Partnership firm, the banning shall also be applicable to all individual partners of JV/Partnership firm.

This additional performance security will not carry any interest and shall be released in the following manner:

1. 30% of Additional performance security will be released after 60% of the total work is completed.
2. 50% of Additional performance security will be released after 80% of the total work is completed.
3. 100% of Additional performance security will be released after total work is completed.

Additional performance security may be furnished in the shape of BG or any of the forms as applicable for performance security.

The validity of the Bank Guarantee if APS submitted in the form of BG shall be for a period of one year or ninety days beyond the period of contract /extended contract period (if any), whichever is more.

Consideration of Abnormally Low Bids

In case of Abnormally Low Bid, JSSPS may in such cases seek written clarifications from the lowest bidder(s), including detailed price analyses of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. If, after evaluating the price analysis, JSSPS determines that the bidder(s) has substantially failed to demonstrate its capability to deliver the contract at the offered price, JSSPS may reject the bid / Proposal.

2.5 Refund of Security Deposit regarding Specialized Item of Works (shall be applicable only when relevant item exists in the contract and shall be for 10% of value of such items in the contract or for 10% of value of contract with such specialized items only).

- a) For some specialized items of work such as anti-termite treatment, waterproofing work, kiln seasoned and chemically treated wooden shutters, or any other item of work deemed as such 'specialized' by Designated JSSPS authority that are entrusted to specialized firms or contractors who associate specialized agencies, the contractor / firm executing the work should be asked to give a specific guarantee that they shall be responsible for removal of any defects cropping up in these works executed by them during the guarantee period. The form of the guarantee to be executed by the contractors shall be as enclosed.
- b) 10% security deposit (performance security and retention money) deposited / deducted from the bills of the contractors, relevant to the item(s), shall be refunded to him after expiry of Guarantee period. The security amount relevant to the item(s) of work, may be released after 12 months of completion of work against equivalent BG and furnishing Guarantee as at (a) above.

2.6 Refund of security deposit for contracts with supply installation and commissioning of equipment i.e with Mechanical & Electrical Works (shall be applicable only when relevant item exists in the contract)

For some specialized contracts like Pump house, Intake well etc. there may be Civil works as well as Mechanical and Electrical works. For such works 10% as security deposit (performance security and retention money)- deposited / deducted from the bills of the contractors shall be refunded to him after expiry of guarantee period, which will be one year from the date of commissioning of equipment/ completion of work and/or rectification of any defect which may be detected in the individual equipment for the whole system under the contract, whichever is later.

In addition, all types of manufacturers guarantee/warranty wherever applicable are to be issued/ revalidated in the name of the owner by the contractual agency and will be covered with relevant counter guarantee.

Bank guarantees furnished against Performance Security and Retention Money shall be validated for a period 90 days beyond the guarantee period.

3. Deviations/Variations in Quantities and Pricing.

The quantities given in the "Schedule of Quantities or Bill of quantities" are based on estimates and are meant to indicate the extent of the work and to provide a uniform basis for tendering and any variation either by addition or omission shall not vitiate the contract and will be done as per rule of JSSPS.

The JSSPS through its Designated JSSPS authority shall, without radically changing the original scope and nature of the work, under contract, have power to make any alterations in or additions to or substitution of the original specifications, drawings, designs and instructions that may appear to be necessary or advisable during the progress of the work.

The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Designated JSSPS authority on behalf of the JSSPS. Such altered or additional or substituted work, which shall form part of the original contract, shall be carried out by the contractor on the same terms and conditions in all respects on which they agreed to do the main work and at the same rate/rates as are specified in the contract/ work-order. In case there are changes in ground levels from those shown in the approved drawings, they shall be agreed in writing, jointly by the contractor and Designated JSSPS authority.

The right is reserved to cancel any items of work included in the contract agreement or portion thereof in any stage of execution if found necessary to the work and such omission shall not be a waiver of any condition of the contract nor invalidate any of the provisions thereof.

3.1 If the additional, altered or substituted work includes any class of work for which rate/rates is/are not specified in the contract/work order, rates for such items shall be determined by the Designated JSSPS authority as follows:

- a) In the case of percentage tenders, if the rate for the extra item of work executed is available in the JSSPS's approved SOR, it will be paid at the schedule rate plus or minus the accepted percentage as per contract.

However, if the extra item is not available in JSSPS's approved SOR, then the rate for such extra item(s) shall be dealt as at (c) below.

- b) In case of item rate tenders, the rate for extra item shall be derived from the rate for similar item or near similar item / class of work available in the agreement schedule of work or by analysis of rates as at below and the lower rate out of the above two shall be considered.

In case of composite item rate tenders, where two or more schedule of quantities for similar item description may form part of the contract, the applicable rates shall be taken from the Schedule of Quantities of that particular part in which the deviation is involved, failing that at the lowest applicable rate for the similar item of work in the other schedule of quantities.

For derivation of rates based on analysis, the same shall be done by analysis on prevalent market rate of materials and labour based on standard norms of analysis of rate of JSSPS's approved SOR or C.P.W.D.

- c) In the case of extra item(s) that are completely new, and are in addition to the items contained in the contract, the contractor may within 15 days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis. The Designated JSSPS authority shall determine the rate(s) by analysis based on prevalent market rate of material and labour and on standard norms of analysis of rate of JSSPS's approved SOR or CPWD.
- d) In case of combined tender with partly item rate for non-schedule items & partly percentage tenders for SOR items, the rate for extra item shall be derived as at (b) & (c) above in case of non-schedule items rates and in case of percentage rates for SOR items the rate for extra item shall be derived as at (a) above.

In case of any difference between the contractor and the Designated JSSPS authority as to the fixation of rates, the matter shall be referred to the accepting authority of the JSSPS i.e. CEO of the JSSPS, whose decision shall be final and binding on the contractor.

Alteration in the quantities shall not be considered as a change in the condition of the contract nor invalidate any of the provision thereof provided that a deviation estimate / revised estimate / supplementary agreement for the item(s) involved is made. Such approval shall be from appropriate authority.

Payment for such deviated items [additional/ altered / substituted items of work of the agreement schedule] shall be made in the contractors running on account bills as per rule of JSSPS.

The JSSPS through its Designated JSSPS authority, on behalf of the JSSPS, shall have power to omit any part of the work in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the rest of the work in accordance with the instructions given by the Designated JSSPS authority. No claim from the Contractor shall be entertained/ accepted on these grounds.

In the event of any deviation being ordered which in the opinion of the contractor changes radically the original scope/nature of the

contract, the contractor shall under no circumstances suspend the work, either original or altered or substituted, and the dispute/disagreement as to the nature of deviation and the rate/rates to be paid for such deviations shall be resolved separately with the JSSPS as per the procedures/ norms/ rules of JSSPS.

4. Time for Completion of Contract, Extension thereof, Defaults and Compensation for Delay

Time is the essence of the contract and as such all works shall be completed within the time stipulated in the contract/ work order. The work shall, throughout the stipulated period of contract, be carried out with all due diligence on the part of the contractor.

Immediately after the contract is concluded i.e. LOA / Award letter/Work Order is issued, the Designated JSSPS authority and the contractor shall agree upon a detailed time and progress chart submitted by the contractor at the time of executing contract showing the order in which the work is proposed to be carried out within the time specified in the LOA /Award letter/work order.

For the purpose of this detailed time and progress chart, the work shall be deemed to have commenced on the expiry of 10* (ten) days from the issue of Letter of Acceptance of Tender or 7 (seven) days after handing over the site of work or handing over reasonable number of working drawings to the contractor or the period of mobilization allowed in the work order for starting the work in special circumstances, whichever is later. However, the Date of Commencement may be decided with mutual consent with the Contractor prior to the date as prescribed above.

* For Specialized Works/ High Value Works (above Rs. 5 crores), the period shall be 30 days.

4.1 If the contractor, without reasonable cause or valid reasons, commits default in commencing the work within the aforesaid time limit, the JSSPS shall, without prejudice to any other right or remedy, be at liberty, by giving 15 day's notice in writing to the contractor to commence the work, failing which to forfeit the Earnest Money deposited by him and to rescind the Letter of Acceptance of Tender/Work Order and also to debar the contractor to take part in the future re-tender.

The JSSPS may debar such defaulting Contractors from participating in future Tenders for a minimum period of 12(twelve) months.

4.2 If the contractor fails to complete the work and clear the site on or before the date of completion or extended date of completion, he shall without prejudice to any other right or remedy available under the law to the JSSPS on account of such breach, pay as compensation (Liquidated Damages):

- i) @ half percent ($\frac{1}{2}$ %) of the contract amount/Revised Contract amount whichever is less, per week of delay.
- OR
- ii) $\frac{1}{2}$ % of the contract-value of group of items/ revised completion value of group of items whichever is less, per week of delay, for which a separate period of completion is originally given.

The aggregate of such compensation/ compensations shall not exceed:

- i) 10% (ten) percent of the total amount of the contract/ Revised contract amount, whichever is less.
- OR
- ii) 10% of the contract-value of group of items/ revised completion value of group of items whichever is less, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with the JSSPS.

The LD will be applicable on the price as varied by the operation of the Price Variation Clause i.e. price variation amount shall be added/ deducted to the contract price for deriving the LD.

4.2.1 The JSSPS, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the JSSPS will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the contractor as agreed damages equivalent to half percent of the contract amount/ Revised Contract amount of the works whichever is less for each week or part of the week subject to a ceiling as described at Cl.4.2.

4.2.2 The JSSPS, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.

4.2.3 The JSSPS, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

4.2.4 In the event of such termination of the contract as described in clauses 4.2.2 or 4.2.3 or both, the JSSPS, shall be entitled to impose penalty/LD as deliberated at Clause mentioned elsewhere. Additionally, the contractor shall be debarred from participating in the future tenders for a minimum period of 12 months.

In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

- 4.3 The JSSPS may at its sole discretion, waive the payment of compensation on request received from the contractor indicating valid and acceptable reasons if the entire work is completed within the date as specified in the contract/work order or as validly extended date without stipulating any compensation for delay.

4.4 Extension of Contract Time for completion

- A. **Force Majeure (FM):** Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM).

Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence duly certified by the local chamber of commerce or statutory authorities, the beginning and end of FM occurrence and cessation of such Force Majeure condition. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

For delays arising out of Force Majeure, the bidder / contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the clauses of Force Majeure and neither JSSPS shall be liable to pay nor bidder / contractor shall be liable to claim extra cost (like increase in rates, remobilization advance, idle charges for labour and materials etc.) provided it is mutually established that Force majeure conditions did actually exist.

B. Delays in Execution

A work may be completed ahead of schedule or delayed due to unforeseen fortuitous circumstances, extra effort or developments beyond the control of JSSPS or the tenderer and it is sometimes difficult to apportion credit or responsibility. The contractor may experience delay or disruption due to his own actions or inaction, those of his sub-contractor or other contractors, those of JSSPS or the engineer, or other causes. Such delays expose the non-performing party to various sanctions under the contract. These sanctions include extension of time, damages or default termination of the contract. While examining the request of the contractor for extension of time, the engineer shall consider all circumstances and categorise the delays as follows:

- a) Excusable delays - Force Majeure (FM), that is, acts of God, abnormal weather, floods, and so on, applies;
 - b) Compensable delays – or Compensation Events, which put full burden of responsibility on JSSPS; and
 - c) Inexcusable delay (contractor's own faults), which puts the full burden of responsibility on the contractor. Concurrent delays - when two or more events responsible for delay overlap each other. The delays may be attributable to JSSPS or the contractor or none, and fall in above categories. The eligibility for extension of time (EOT) should be determined by plotting each contributing concurrent delay on the critical path. JSSPS should see that the concurrent delays do not result in unnecessary extra extension of time.
- C. Once the delay is categorised, it should then be determined not only whether the contractor is eligible for time extension but also whether sanctions, such as Liquidated Damage (LD) or default termination, can be imposed on the contractor.
- D. The time for completion of the work will be specified in the contract and it is understood that the completion of work within the time specified is an essential part of this contract. While ascertaining the reasons for delay beyond the control of the contractor, the following delays shall be considered as "Hinderance":-
- a. Excusable delays
 - b. Compensable delays
 - c. Portion of Concurrent delays to be decided judiciously by the Designated JSSPS authority.
- E. More precisely, if any delay in the completion of the work is likely to be caused by any of the following reasons, then the contractor immediately upon the occurrence of such delay shall give notice in writing to the Designated JSSPS authority and he shall be allowed a reasonable extension of time for completion in respect of delay caused by any of the below-mentioned circumstances-
- a) Force Majeure as defined at 4.4 (A);
 - b) Abnormally bad weather.
 - c) Non-availability of stores which are the responsibility of the JSSPS to supply as per contract.
 - d) Non-availability of working drawings in time, which are to be made available by the JSSPS as per contract during progress of the work.
 - e) Delay on the part of the contractors or tradesmen engaged by the JSSPS not forming part of the contract, holding up further progress of the work.

- f) Non-availability or breakdown of tools and plant to be made available or made available by the JSSPS.
- g) The execution of any modified or additional items of work or excess quantity of work.
- h) Any other causes which, at the sole discretion of the JSSPS, is beyond the control of the contractor.
- i) Delay caused by any written instruction of the Designated JSSPS authority.
- j) Any circumstances which are wholly beyond the control of the contractor and unavoidable.
- k) Increase in the overall value of work. The time of completion of the work shall, in the event of any deviation resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor as follows:
 - i. In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.
 - ii. 25% of the time calculated in i) above or such further additional time as may be considered reasonable by the Designated JSSPS authority.
- l) Portion of Concurrent delays as decided judiciously by the Designated JSSPS authority.

F. HINDERANCE REGISTER shall be maintained by both department i.e. JSSPS and the contractor at site to record the various hindrances encountered during the course of execution.

Hindrance register will be signed by both the parties. The contractor may also record his observations in the Hindrance Register. In case the contractor has a different opinion for hindrance and a dispute arises then the matter would be referred to the Designated JSSPS authority and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

4.4.1 General Principles for Granting Extension of Time/Extension of Contract

Extension of Time/ Extension of contract could be done with mutual consent as per rule of JSSPS, if the overall performance of the contractor is found satisfactory during the currency of the contract and/ or there is a need of extension of the same.

5. Material Supply & other facilities:

The contractor shall at his own expense, provide all materials required for the work, unless otherwise specified and the rates quoted by the contractor shall be for finished work inclusive of all materials required for completion of the work as specified in the contract.

* No materials/ equipments will be supplied by the JSSPS.

- 5.1 The contractor will do procurement materials of good quality and/or as approved by Designated JSSPS authority. Transportation of materials, equipments etc. from the place of purchase to the site of work and proper storage of materials, equipments etc. at site shall be contractor's responsibility. He should maintain proper account of materials, equipments etc. by him and should allow inspection of his godown and his materials, equipments etc. account by the Designated JSSPS authority. Contractor should draw materials from the JSSPS on the basis of actual requirement as assessed by the Designated JSSPS authority on "as and when required" basis.
- 5.2 All materials, tools and plants brought to site by the contractor shall be deemed to be held in lien by the JSSPS and the contractor shall not have the right to remove the same from the site, without the written permission of the Designated JSSPS authority. The JSSPS shall not however be liable for any loss, theft or damage due to fire or other cause during this period of lien, the responsibility for which shall lie entirely on the contractor.
- 5.3 The contractor shall bear the cost of loading, transportation to site, unloading, storing under cover as required etc. as may be necessary for the use and keeping the materials in good condition.
- 5.4 On completion or on termination of the contract and on complete recovery of secured advance paid by the JSSPS, if any, in respect of materials brought to site, the contractor with due permission of the Designated JSSPS authority shall be entitled to remove at his expenses all surplus materials originally supplied by him and upon such removal, the same shall become the property of the contractor.
- 5.5 All charges on account of GST or any other applicable taxes, duties or levies on materials obtained for the works from any source shall be borne by the contractor. This clause may be read in conjunction with clause mentioned elsewhere in NIT.
- 5.6 The contractor shall arrange necessary electricity at his own cost for the work and his own establishment. However, if available and feasible the JSSPS may arrange electricity at one point near the work site and necessary recovery of cost of energy consumed will be made at rates prescribed by the JSSPS from time to time. Energy meter for this purpose shall be provided by the contractor.
- 5.7 The contractor shall arrange necessary water for the work and his own establishment and nothing extra will be paid for the same. Such water used by the contractor shall be fit for construction purposes. However, if available and feasible the JSSPS may arrange water, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery @ 1% of the contract value of work done will be made from the contractor's bills. The contractor shall make his own arrangement of water connection and laying of pipe lines from main source of supply. Department do not guarantee to maintain uninterrupted supply of water. No claim of damage or refund of water charges will be entertained on account of such break down.
- 5.8 The contractor shall arrange godowns on his own for proper storage of materials, equipments etc. However, if available and feasible the JSSPS may arrange space for store or office, at the written request of the contractor, to the extent possible, at one point near the work site for which recovery will be made from the contractor's bills as per prevalent market rate or as mutually

decided and agreed by the contractor and the JSSPS.

- 5.9** Explosives, detonators and other inflammable materials shall not be used in the execution of the work at site by the contractor without prior written permission of the Designated JSSPS authority. Transportation and storage of such materials shall be done in specified manner in accordance with the law in force. The contractor shall also obtain license under such laws for, transportation, storage, use and all other operations, connected with the handling of the same.

6. Quality Assurance - Materials and Workmanship

The contractor shall carry out and complete the work in every respect in accordance with the contract and shall ensure that the work conforms strictly to the drawings, specifications, (as enclosed or in absence of enclosed specifications JSSPS's approved SOR specifications or current CPWD/BIS specifications) instructions of the Designated JSSPS authority. The Designated JSSPS authority may issue, from time to time, further drawings, detailed instructions/ directions in writing to the contractor. All such drawings, instructions/directions shall be consistent with the contract documents and should be reasonably inferable there from, along with clarifications/ explanations thereof, if necessary. However, the contractor will be solely responsible for design and erection of all temporary structures required in connection with the work.

- 6.1** For Quality Assurances of all the Civil Engineering Works the norms/ guidelines laid down by the JSSPS herein and elsewhere will form part of the contract for the purpose of quality of works.
- 6.2** The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as per specification which shall be subject to the approval of the JSSPS. All work under execution in pursuance of the contract shall be open to inspection and supervision by the Designated JSSPS authority or any other official of higher rank or any other person authorized by the JSSPS in his behalf & the contractor shall allow the same.
- 6.3** All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Designated JSSPS authority to his satisfaction that the materials do so comply.
- 6.4** The contractor shall immediately after the award of work draw up a schedule giving dates for submission of samples as required or necessary as per the specification for approval of Designated JSSPS authority who shall approve, if found acceptable, promptly so that there is no delay in the progress of the work of the contractor or of the work of any of the sub-contractor.

On receipt of samples as per schedule, the Designated JSSPS authority shall arrange to examine/test with reasonable promptness ensuring conformity of the samples with the required specification and complying with the requirements as per contract documents keeping in view that the work shall be in accordance with the samples approved by him. The contractor shall be bound to furnish fresh sample, if disapproved by the Designated JSSPS authority, for his approval. The contractor shall not start bringing materials at the site unless the respective samples are approved. Materials conforming to approved samples shall only be brought to site. However, Designated JSSPS authority's approval for any sample, design / drawings (permanent / temporary structures) shall not alter contractor's full responsibility whatsoever for the performance and safety of the executed job.

Samples are to be supplied by the contractor at his own cost. The cost involved in tests shall be borne by the contractor. If any test is ordered by the Designated JSSPS authority which is to be carried out by any independent person or agency at any place other than the site even then the cost of materials and testing charge etc. shall be borne by the contractor. If the test shows that the materials are not in accordance with the specifications, the said materials shall not be used in the work and removed from the site at contractors' cost.

- 6.5** The JSSPS, through the Designated JSSPS authority, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so, instructed by the Designated JSSPS authority.

In case of default on the part of the contractor, the Designated JSSPS authority shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.

- 6.6** The Designated JSSPS authority shall be entitled to have tests carried out for any materials, according to the standard practice followed for such tests, other than those for which satisfactory proof has already been furnished by the contractor who shall provide at his expense all facilities which the Designated JSSPS authority may require for the purpose. All such expenses born by the contractor are not to be paid separately by the employer and shall be assumed covered in accepted prices.

The cost of any other tests, if so, required by the Designated JSSPS authority, shall be borne by the JSSPS. However, if the test shows the workmanship or materials not to be in accordance with the provision of the contract or the instruction of Designated

JSSPS authority, the cost shall be borne by the contractor.

6.7 Access to the works: The Designated JSSPS authority and any person authorized by the JSSPS shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

6.8 Inspection of works:

- i) No work shall be covered up or put out of view without the approval of the Designated JSSPS authority or any other officer nominated by the JSSPS for the purpose and the contractor shall afford full opportunity for the Designated JSSPS authority or any other officer nominated by the JSSPS for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. the contractor shall give due notice to the Designated JSSPS authority whenever any such work or foundations is ready or about to be ready for examination and the Designated JSSPS authority shall, without unreasonable delay, unless he considers it unnecessary and advises the contractor accordingly, attend for the purpose of examining and measuring such work or foundations.
- ii) The contractor shall uncover any part or parts of the works or making openings in or through the same as the Designated JSSPS authority may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of Designated JSSPS authority.

If any such part or parts have been covered up or put out of view after compliance with the requirement of sub- clause above and are found to be executed in accordance with the contract, the expenses of uncovering, making openings in or through and making good the same shall be borne by the Employer, but in any other cases all costs shall be borne by the contractor.

6.9 Removal of Improper Work and Materials:

- i) The Designated JSSPS authority shall during the progress of the works have power to order in writing from time to time:
 - a) The removal from the site, of any materials which in the opinion of Designated JSSPS authority, are not in accordance with the contract/ work order/ approved sample.
 - b) The substitution with proper and suitable materials.
 - c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.
- ii) In case of default on the part of the contractor in carrying out such order, the Designated JSSPS authority shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

6.10 Devaluation of Work : In lieu of rejecting work done or materials supplied not in conformity with the contract/work order/approved samples, the Designated JSSPS authority or any other officer nominated by the JSSPS for the purpose may allow such work or materials to remain, provided the Designated JSSPS authority / the officer nominated by the JSSPS is satisfied with the quality of any materials, or the strength and structural safety of the work, and in that case shall make such deduction for the difference in value, as in his opinion may be reasonable.

6.11 Final Inspection of Work: The Designated JSSPS authority and any other officer nominated by the JSSPS for the purpose shall make final inspection of all work included in the contract/work order, or any portion thereof, or any completed structure forming part of the work of the contract, as soon as practicable after notification by the contractor that the work is completed and ready for acceptance. If the work is not acceptable to the Designated JSSPS authority at the time of such inspection, he shall inform the contractor in writing as to the particular defects to be remedied before final acceptance can be made.

6.12 Defects appearing after acceptance: Any defects which may appear within the defect liability period and arising, in the opinion of the Designated JSSPS authority, from lack of conformance with the drawings and specifications, shall, if so required by the Designated JSSPS authority in writing, be remedied by the contractor at his own cost within the time stipulated by the Designated JSSPS authority. If the contractor fails to comply, the Designated JSSPS authority may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

6.13 Site Order Book: A Site Order Book is a Register duly certified by the Designated JSSPS authority regarding number of pages it contains, each page being numbered, name of work, name of contractor, reference of contract/ work order and the aforesaid certificate should be recorded on its first page.

Site Order Books shall be maintained on the sites of works and should never be removed there from under any circumstances. It shall be the property of the JSSPS. The Designated JSSPS authority or his authorized representative shall duly record his observations regarding any work which needs action on the part of the contractor like, improvement in the quality of work, failure

to adhere to the scheduled programme etc. as per contract/work order. The contractor shall promptly sign the site order book and note the orders given therein by the Designated JSSPS authority or his representative and comply with them. The compliance shall be reported by the contractor in writing to Designated JSSPS authority in time so that it can be checked.

The Site Order Book will be consulted by the Designated JSSPS authority at the time of making both running on account and final bills of the contractor.

6.14 Samples and Testing of Materials: All the materials to be procured by the contractor and to be used in work shall be approved by the Designated JSSPS authority in advance, and shall pass the tests and analysis required by him, which will be as specified in the specifications of the items concerned and or as specified by BIS or the IRC / MORTH standard specifications acceptable to the Designated JSSPS authority. The method of sampling and testing shall be as per the relevant BIS, IRC/ MORTH and other relevant standards and practices. Minor minerals like sand, stone chips etc. shall be conforming to relevant BIS standards. All bought out items including Cement and Steel shall be procured from such manufacturers who hold valid license conforming to relevant BIS standards for manufacturing of such items.

6.15 Storage of Materials: Materials shall be so stored as to ensure the preservation of the quality and fitness for the work. When considered necessary by the Designated JSSPS authority, they shall be placed on wooden platforms or other hard, clean surfaces and not directly on the ground.

Materials shall be placed under cover when so directed and the contractor shall erect and maintain at his own cost temporary weather-proof sheds at the work site for the purpose. Stored materials shall be so located as to facilitate prompt inspection. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage or during storage.

6.16 Defective Materials: All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.

No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Designated JSSPS authority. Upon failure on the part of the contractor to comply with any instruction of the Designated JSSPS authority made under the provisions of this article within the time stipulated by the Designated JSSPS authority, the Designated JSSPS authority shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

Further all such defective material lying at site not removed and replaced within 30 days after issue of notice by the Designated JSSPS authority, if the Designated JSSPS authority so decides shall dispose off such material in any manner without any further written notice to the contractor.

7. Measurement and Payments

The clear/ error free Running on Account (RA) payments may be made once in a month or at intervals stipulated in the contract agreement. The payment shall be made based on the certificate of satisfactory work by the designated JSSPS authority. All the permissible recoveries, including taxes, will be made from each bill/ payment.

Except where any general or detailed description of the work in the Bill of Quantities or specifications of the contract/ work order provides otherwise, measurement of work done shall be taken in accordance with the relevant standard method of measurement published by the Bureau of Indian Standards (BIS) and if not covered by the above, other relevant Standards/practices shall be followed as per instructions of the designated JSSPS authority.

All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book as prescribed by the JSSPS so that a complete record of the measurements is available for all the works executed under the contract and the value of the work executed can be ascertained and determined there from. Measurements of completed work / portion of completed work shall be recorded only in the Measurement Books.

Measurement shall be taken jointly by the designated JSSPS authority or his authorized representative and by the contractor or his authorized representative.

Before taking measurements of any work, the designated JSSPS authority or the person deputed by him for the purpose shall intimate the contractor to attend or to send his representative to attend the measurement. Every measurement thus taken shall be signed and dated by both the parties on the site on completion of the measurement. If the contractor objects to any measurements, a note to that effect shall be made in the Measurement Book / Log Book and signed and dated by both the parties.

7.1 The measurement of the portion of work/items of work objected to, shall be re-measured by the Designated JSSPS authority himself or the authority nominated by the JSSPS for the purpose in the presence of the contractor or his authorized representative and recorded in the M.B. which shall be signed and dated by both the parties. Measurements so recorded shall be final and

binding upon the contractor and no claim whatsoever shall thereafter be entertained.

In case the contractor or his authorized representative does not attend to the joint measurements at the prefixed date and time after due notice, the measurements taken by the Designated JSSPS authority shall be final and binding on the contractor.

Measurement of the extra items of work or excess quantities of work duly authorized in writing by the Designated JSSPS authority shall also be taken and recorded in the M.B. based on the existing items in the SOR of the JSSPS and if such items do not exist in the JSSPS's approved SOR, the description of the work shall be as per actual execution. Payment for such extra items will be based on the rates to be derived as described in the relevant clauses of the contract/ work-order. Also, payment for such extra items will be made as per existing rule and regulation/ SOP of JSSPS.

- 7.2 No work shall be covered up or put out of view without the approval by the Designated JSSPS authority and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Designated JSSPS authority to examine and measure all works to be covered up and to examine the foundations before covering up.

The contractor shall also give notice to Designated JSSPS authority whenever such works or foundations are ready for examination and the Designated JSSPS authority shall without unreasonable delay arrange to inspect and to record the measurements, if the work is acceptable and advise the contractor regarding covering of such works or foundations.

- 7.3 In case of items which are claimed by the contractor but are not admissible according to the department, measurements of such items, will be taken for record purposes only and without prejudice so that in case it is subsequently decided by the department to admit the contractor's claims, there should be no difficulty in determining the quantities of such work. A suitable remark should, however, be made against such measurements to guard against payment in the ordinary way.

- 7.4 **Payments:** The running on account payments may be made once in a month or at intervals stipulated in the work order/ contract agreement.

- 7.7.01 Running on account bill/bills for the work executed/ materials supplied in accordance with the work order/ contract shall be prepared on the basis of detailed measurements recorded as described hereinbefore and processed for payments.

- 7.7.02 Payment of on account bill shall be made on the Designated JSSPS authority's certifying the sum to which the contractor is considered entitled by way of interim payment for the following:

- a) The work executed as covered by the bill/bills after deducting the amount already paid, the security deposit and such other amounts as may be deductible or recoverable in terms of the work order/ contract.
- b) Payment for excess quantity of work done with the written instructions of the Designated JSSPS authority for items already appearing in the bill of quantities of work with approved rates, will be made along with the on-account bills as per prevailing rule of JSSPS.
- c) Extra items of work executed will be paid as per prevailing rule of JSSPS.
- d) On the Designated JSSPS authority's certificate of completion in respect of the work covered by the contract / final measurements of the work certified by the Designated JSSPS authority or his representative.

- 7.7.03 The measurements shall be entered in the M.B for the work done up to the date of completion and evaluated based on the approved rates for the items in the contract agreement/sanctioned revised estimate. In case of extra items of work, the rates shall be derived as stated in the relevant clause of the contract or as per rule of JSSPS.

The payments shall be released against the final bill subject to all deductions which may be made on account of materials supplied, water supply for construction, supply of electricity and any other dues payable by the contractor to the JSSPS, and further subject to the contractor having given to the Designated JSSPS authority a no claim certificate.

The contractor shall indemnify the JSSPS against proof of depositing royalty on account of minor minerals used in the work before the final bill is processed for payments. The final payment to be made will also be subject to Clause of the General Terms & Conditions of the contract.

- 7.7.04 Any certificate given by the Designated JSSPS authority for the purpose of payment of interim bill/bills shall not of itself be conclusive evidence that any work/materials to which it relates is/are in accordance with the contract and may be modified or corrected by the Designated JSSPS authority by any subsequent certificate or by the final certificate.

- 7.7.05 The JSSPS reserve the right to recover/enforce recovery of any overpayments detected after the payment as a result of post payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the facts whether such disputed claims of the contractor are the subject matter of arbitration or not.

The amount of such overpayments shall be recovered from subsequent bills under the contract, failing that from contractor's claim under any other contract with the JSSPS or from the contractor's security deposit or the contractor shall pay the amount of over payment on demand. In case of contractor's non-payment on such demand, the same should be realised from the contractor's dues, if any, with JSSPS.

7.7.06 The contractors are required to execute all works satisfactorily and according to the specifications laid down in the contract/ work order. If certain items of work, executed by the contractor, are below specifications, the contractor should re-do them according to the specifications and instructions of Designated JSSPS authority and if the contractor fails to rectify the defect within the time and in the manner specified by the Designated JSSPS authority, the work shall be got re-done or rectified by the department at the risk and cost of the contractor. Designated JSSPS authority may accept such work of below specifications provided the department is satisfied with the quality of such works and the strength/ structural safety of such works. In that case Designated JSSPS authority shall make such deductions for the difference in value, as in his opinion is reasonable and is approved by the accepting authority of the JSSPS i.e. CEO of the JSSPS in this case or any other officer nominated by CEO, JSSPS for the purpose.

7.7.07 Payment Stage: Payment will be released as per prevailing practice/ SOP(Standard Operating Procedure) at JSSPS in concerned working discipline by concerned member of LMC.

7.7.08 Income tax deduction @ 2% (Two percent) of the gross value (excluding GST) of each bill or at the rate as amended from time to time, shall be made unless exempted by the competent authority of the Income Tax Department. Further, TDS under GST will be deducted at applicable rates as per the provisions of GST Act wherever applicable.

Building and Construction Workers Cess (as applicable in States) shall be payable by the contractor. If, however, the JSSPS is asked to make deduction from the contractor's bills, the same shall be done and a certificate to this effect shall be issued to the contractor for dealing with the State Govt. and the JSSPS does not take any responsibility to do anything further in this regard.

7.5 No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement/Work-order.

8. Termination, Cancellation, Suspension and Foreclosure of Contract

The JSSPS shall, in addition to other remedial steps to be taken as provided in the conditions of contract be entitled to cancel the contract in full or in part, and whether the date of completion has or has not elapsed, by a two weeks show cause notice in writing if the contractor:-

a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Designated JSSPS authority, then on the expiry of the period as specified in the notice

Or

b) commits default/breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Designated JSSPS authority, then on the expiry of the period as may be specified by the Designated JSSPS authority in a notice in writing.

Or

c) obtains a contract with the JSSPS as a result of ring tendering or other non-bonafide methods of competitive tendering

Or

d) shall offer or give or agree to give any person in the service of the JSSPS or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract for his JSSPS.

Or

e) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the JSSPS, then on the expiry of the period as may be specified by the Designated JSSPS authority in a notice in writing.

Or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Designated JSSPS authority. The Designated JSSPS authority may by giving a written notice, cancel the whole contract or portion of it in default.

Or

g) breach of the prohibition against sub-contracting

Or

h) Committed fraud

However, the contractor shall continue to fulfil the contract to the extent not terminated.

8.1 The contract shall also stand terminated under any of the following circumstances:

a) If the contractor being an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is

declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.

- b) In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractors company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization, or a receiver or manager is appointed by the court on the application by the debenture holders of the contractor's company, if any.
- c) If the contractor shall suffer an execution being levied on his/their goods, estates and allow it to be continued for a period of 21 (twenty-one) days.
- d) On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and the JSSPS is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of the JSSPS in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

8.2 On cancellation of the contract (except action as per clause 8.1 of GCC) or on termination of the contract, the Designated JSSPS authority shall have powers:

- a. To take possession of the site, any materials, constructional plant, equipment, stores etc. thereon and carry out balance work through any means or through any other agency.
- b. To give the contractor or his representative of the work 7 (seven) days notice in writing for taking final measurement for the works executed till the date of cancellation or termination of the contract. The Designated JSSPS authority shall fix the time for taking such final measurement and intimate the contractor in writing. The final measurement shall be carried out at the said appointed time notwithstanding whether the contractor is present or not. Any claim as regards measurement which the contractor is to make shall be made in writing within 7 (seven) days of taking final measurement by Designated JSSPS authority as aforesaid and if no such claim is received, the contractor shall be deemed to have waived all claims regarding above measurements and any claim made thereafter shall not be entertained.
- c. After giving notice to the contractor to measure up the work of the contractor and to take such whole or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor or take up departmentally, to complete the work. The contractor whose contract is terminated shall not be allowed to participate in future bidding for period of minimum twelve months.

In such an event, the contractor shall be liable for loss/damage suffered by the employer because of action under this clause and to compensate for this loss or damage, the employer shall be entitled to recover higher of the following:

- i) Forfeiture of security deposit comprising of performance guarantee and retention money at the disposal of the employer.
- Or**
- ii) 20% of value of incomplete work. The value of the incomplete work shall be calculated for the items and quantities remaining incomplete (as per provision of agreement) at the agreement rates including price variation as applicable on the date, when notice in writing for termination of work was issued to the contractor.

The amount to be recovered from the contractor as determined above, shall, without prejudice to any other right or remedy available to the employer as per law or as per agreement, will be recovered from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be liable to pay the same within 30 days. In case of failure to pay the same the amount shall be debt payable.

In the event of above course being adopted by the Designated JSSPS authority, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased materials, equipment or entered into agreement or made advances on any account or with a view to the execution of work or performance of the contract. And in case action is taken under any of provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum for any work thereof or actually performed under this contract unless and until the Designated JSSPS authority has certified in writing the performance of such work and value payable in respect thereof and he shall only be entitled to be paid the value so certified.

The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the JSSPS shall not however arise in the case of termination of the contract for death/demise of the contractor as stated in clause mentioned elsewhere.

8.3 Suspension of Work:

Suspension of work – The JSSPS shall have power to suspend the work. The contractor shall on receipt of the order in writing of Designated JSSPS authority (whose decision shall be final and binding on the contractor), suspend the progress of work or any part thereof for such time in such manner as the Designated JSSPS authority may consider necessary so as not to cause any damage, or endanger the safety thereof for any of the following reasons:

- a) on account of any default on the part of the contractor, or
- b) for proper execution of the works, or part thereof, for reasons other than the default of the contractor or,

- c) for safety of the works, or part thereof.

The contractor shall, during such suspension properly protect and ensure the works to the extent necessary and carry out the instruction of the Designated JSSPS authority. If the suspension is ordered for reasons (b) & (c), the contractor shall be entitled to an extension of time equal to the period of every such suspension plus 25%. This shall also be applicable for completion of the item or group of items of the work for which a separate period of completion as specified in the contract and of which the suspended work forms a part.

The contractor shall carry out the instructions given in this respect by the Designated JSSPS authority & if such suspension exceeds 45 (forty five) days, the contractor will be compensated on mutually agreed terms.

8.4 Foreclosure of contract:

If at any time after acceptance of the tender the JSSPS decides to abandon or reduce the scope of work for any reason whatsoever the JSSPS, through its Designated JSSPS authority, shall give notice in writing to that effect to the contractor and contractor shall act accordingly in the matter. In the event of abandonment, the contractor shall have no claim to any payment of compensation or otherwise whatsoever, other than those mentioned below:-

- a) to pay reasonable amount assessed and certified by the Designated JSSPS authority of the expenditure incurred, if any, by the contractor on preliminary works at site e.g. temporary access roads, temporary construction for labour and staff quarters, office accommodation, storage of materials, water storage tanks and water supply for the work including supply to labour/ staff quarters, office etc.
- b) to pay the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.
- c) to pay for the materials brought to site or to be delivered at site, which the contractor is legally liable to pay, for the purpose of consumption in works carried out or were to be carried out but for the foreclosure, including the cost of purchase and transportation and cost of delivery of such materials. The materials to be taken over by the JSSPS should be in good condition and the JSSPS may allow at its discretion the contractor to retain the materials in full or in part if so desired by him and to be transported by the contractor from site to his place at his own cost with due permission of the Designated JSSPS authority.
- d) to take back the materials issued by the JSSPS but remaining unused, if any, in the work on the date of abandonment/reduction in the work, at the original issue price less allowance for any deterioration or damage caused while in custody of the contractor.
- e) to pay for the transportation of tools and plants of the contractor from site to contractor's place or to any other destination, whichever is less.

8.4.01 The contractor shall, if required by the Designated JSSPS authority, furnish to him books of accounts, papers, relevant documents as may be necessary to enable the Designated JSSPS authority to assess the amounts payable in terms of clauses 8.4(a) (c) & (e) of the contract. The contractor shall not have any claim for compensation for abandonment of the work, other than those as specified above.

9. Carrying out Part Work at Risk & Cost of Contractor.

If the progress of the work or of any portion of the work is unsatisfactory, the Designated JSSPS authority, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another Agency for executing the job or to carry out the work departmentally or contractually through tendering / limited tendering process, either wholly or partly, debiting the contractor with cost involved in engaging another Agency or with the cost of labour and the prices of materials, as the case may be. The certificate to be issued by the Designated JSSPS authority for the cost of the work so done shall be final and conclusive and the extra cost, if any, shall be borne by the contractor. However, when this clause is invoked, penalty will not be applicable other than on account of delayed completion.

The value of the work taken away shall be calculated for the items and quantities taken away at the agreement rates including price variation as applicable on the date, when notice in writing for taking away part work was issued to the contractor. The contractor, from whom part work is being taken out, shall not be allowed to participate in the tendering process if any.

If the expenses incurred by the department is less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

In the event of above course being adopted by the Designated JSSPS authority, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

10. Completion Certificate & Defect Liability Certificate

JSSPS will issue Completion Certificate to the contractor, on his demand, after the successful completion of work and payment of final bill.

Except in cases where the contract provides for "Performance Test" before issue of Defect Liability certificate, in which case the issue of Defect Liability certificate shall be in accordance with the procedure specified therein, the contractor shall give notice of completion of work, as soon as the work is completed, to the Designated JSSPS authority. The Designated JSSPS authority and or any other Officer, nominated for the purpose by the JSSPS, shall within 30 (thirty) days from the receipt thereof, inspect the work and ascertain the defects/deficiencies, if any, to be rectified by the contractor as also the items, if any, for which payment shall be made at reduced rate.

If the defects, according to the Designated JSSPS authority are of a major nature and the rectification of which is necessary for the satisfactory performance of the contract, he shall intimate in writing the defects and instruct the contractor to rectify the defects/remove deficiencies within the period and in the manner to be specified therein. In such cases Defect Liability Certificate will be issued by the Designated JSSPS authority after the above rectifications are carried out/ deficiencies are removed by the contractor to the satisfaction of Designated JSSPS authority.

In the event there are no defects or the defects/ deficiencies are of a minor nature and the Designated JSSPS authority is satisfied that the contractor has already made arrangements for rectification, or in the event of contractor's failure to rectify the defects for any reason whatsoever, the defects can be rectified by the JSSPS departmentally or by other means and the 50% of the security deposit of the contractor shall be sufficient to cover the cost thereof, he shall issue the Defect Liability Certificate (Taking Over Certificate with list of defects)indicating the date of completion of the work, defects to be rectified, if any, and the items, if any, for which payment shall be made at reduced rate indicating reasons there for and with necessary instructions to the contractor to clear the site/place of work or all debris/ waste materials, scaffoldings, sheds, surplus materials etc. making it clean.

10.1 In cases where separate period of completion for certain items or groups of items are specified in the contract, separate Defect Liability certificate for such items or groups of items may be issued by the Designated JSSPS authority after completion of such items on receipt of notice from the contractor only in the event the work is completed satisfactorily in every respect.

Refund of security deposit and payment of final bill shall, however, be made on completion of the entire contract work, but not on completion of such items of work.

10.2 Before the date fixed for completion of work, the work as well as the site of work are to be made clean after removal of rubbish, scaffolding, surplus materials, temporary structures etc.

10.3 In case of contractor's failure to clear the site, the Designated JSSPS authority shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

11. Additional Responsibilities of the Contractor(s):

The cost on account of the "Additional Responsibilities of the Contractors" under this clause is deemed to be included in the tendered rates.

- i) The JSSPS reserves the rights to let other contractors also work in connection with the Project and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.
- ii) The contractor/contractors shall keep on the work site during the progress a competent and experienced Resident Engineer exclusively for the work and necessary assistants who shall represent the contractor(s). The contractor shall employ, on the site in connection with the execution and maintenance of the work, technical and managerial staff as per instruction with Designated JSSPS authority.

The contractor shall intimate the Designated JSSPS authority in writing the names, qualifications, experience and full postal address of each and every technical personnel employed at site by him.

The contractor(s) shall not be allowed to execute the work unless he/they engage the required technical staff as assessed by Designated JSSPS authority or as specifically mentioned in the bid. The delay on this account, if any, shall be the contractor's responsibility.

Important instructions shall be confirmed to the contractor(s) in writing. If the contractor/contractors in course of the works finds/find any discrepancy between the drawing, forming part of the contract documents and the physical conditions of the locality or any errors or omissions in drawings except those prepared by himself / themselves and not approved by the Designated JSSPS authority. It shall be his/their duty to immediately inform the Designated JSSPS authority in writing and the Designated JSSPS authority shall verify the same. Any work done after such discovery and without intimation as indicated above will be done at the risk of the contractor/contractors.

- iii) The contractor / contractors shall employ only competent, skillful and orderly men to do the work. The Designated JSSPS authority shall have the right to ask the contractor/ contractors to remove from the work site any men of the contractor/contractors who in his opinion is undesirable and the contractor/contractors will have to remove him within 3 (three) hours of such orders.

The contractor shall employ apprentices in the execution of the contract work as required under Apprentices Act.

The contractor shall further be responsible for making arrangements at his own cost, or accommodation and social needs of the staff and workers under his employment.

iv) Precautions shall be exercised at all times by the contractor(s) for the protection of persons (including employees) and property. The safety required or recommended by all applicable laws, codes, statutes and regulations shall be observed by the contractor(s). In case of accidents, the contractor(s) shall be responsible for compliance with all the

requirements imposed by the Workmen's Compensation Act or any other similar laws in force and the contractor shall indemnify the JSSPS against any claim on this account.

All scaffoldings, ladders and such other structures which the workmen are likely to use shall be examined by the Designated JSSPS authority or his authorized representative whenever they want and the structure must be strong, durable, and safe and of such design as required by Designated JSSPS authority.

In no case any structure condemned by the Designated JSSPS authority or his authorized representatives shall be kept on the work and such structure must be pulled down within three hours of such condemnation and any certificate or instructions, however, shall in no way absolve the contractor/contractors from his/their responsibility, as an employer, as the JSSPS shall in no way be responsible for any claim.

The contractor / contractors shall at all times exercises reasonable precautions for the safety of employees in the performance of his/their contract and shall comply with all applicable provisions of the safety laws drawn up by the State Govt. or Central Govt. or Municipalities and other authorities in India. The contractor/contractors shall comply with the provision of the safety hand book as approved and amended from time to time by the Government of India.

v) The contractor / contractors shall familiarize themselves with and be governed by all laws and rules of India and Local statutes and orders and regulations applicable to his/ their work.

vi) The contractor shall maintain all records as per the provision made in the various statutes including Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971, Minimum Wages Act, Workmen Compensation Act etc. and latest amendment thereof. Such records maintained by the contractor shall be opened for inspection by the Designated JSSPS authority or by the nominated representative of the Principal Employer.

vii) The contractor/ contractors shall provide facilities for the sanitary necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Designated JSSPS authority. The contractor/ contractors shall vigorously prohibit committing of nuisance at any other place. Cost of all works under this item shall be covered by the contractor/contractor's tendered rates.

viii) The contractor/contractors shall furnish to the Designated JSSPS authority or his authorized representative with work reports from time to time regarding the contractor / contractors organization and the progress made by him / them in the execution of the work as per the contract.

ix) All duties, taxes (excluding Goods and Services Tax and GST Compensation Cess (If applicable) only) and other levies, royalty, building and construction workers cess (as applicable in States), whether local, municipal, provincial or central pertaining to the contract payable by the bidder/Contractor under the Contract (during the entire period of contract), or for any other cause as applicable on the last date of submission of Bid, shall be included in the rates, prices and the total Bid Price submitted by the Bidder. Applicable GST, if any, either payable by bidder or by JSSPS under reverse charge mechanism shall be computed by system in BOQ sheet as per predefined logic.

All investments, operating expenses, incidentals, overheads, lifts, carriages, tools and plants etc. as may be attendant upon execution and completion of works shall also be included in the rates, prices and total Bid price submitted by the bidder.

However, such duties, taxes, levies etc. which is notified after the last date of submission of Bid and/or any increase over the rate existing on the last date of submission of Bid shall be reimbursed by the JSSPS on production of documentary evidence in support of payment actually made to the concerned authorities.

Similarly if there is any decrease in such duties, taxes and levies the same shall become recoverable from the contractor. The details of such duties, taxes and other levies along with rates shall be declared by the bidder.

The item wise rate quoted by bidder shall be inclusive of all taxes, duties & levies but excluding GST & GST Compensation Cess, if applicable. The payment of GST and GST Compensation Cess by service availer (i.e. JSSPS) to bidder/contractor (if GST payable by bidder/contractor) would be made only on the latter submitting a Bill/invoice in accordance with the provision of relevant GST Act and the rules made thereunder and after online filing of valid return on GST portal. Payment of GST & GST Compensation Cess is responsibility of contractor.

Further, any GST credit note required to be issued by the bidder / contractor under the GST provisions should be issued within the time limit prescribed under the GST law.

However, in case bidder/contractor is GST unregistered bidder/dealer or GST registered under composition scheme in compliance with GST rules, the bidder/dealer shall not charge any GST and/or GST Compensation Cess on the bill/invoice. In case of unregistered dealer/bidder, GST, if applicable will be deposited by JSSPS directly to concerned authorities in terms with GST provisions.

Input tax credit is to be availed by JSSPS as per rule.

If JSSPS fails to claim Input Tax Credit(ITC) on eligible Inputs, input services and Capital Goods or the ITC claimed is disallowed due to failure on the part of supplier/vendor of goods and services in incorporating the tax invoice issued to JSSPS in its relevant returns under GST, payment of CGST & SGST or IGST, GST (Compensation to State) Cess shown in tax invoice to the tax authorities, issue of proper tax invoice or any other reason whatsoever, the applicable taxes & cess paid based on such Tax invoice shall be recovered from the current bills or any other dues of the supplier/vendor along with interest, if any.

The rates and prices quoted by the Bidder shall be fixed for the duration of the contract and shall not be subject to variations on any account except to the extent variations allowed as per the conditions of the contract of the bidding document.

The JSSPS reserves the right to deduct/ withhold any amount towards taxes, levies, etc. and to deal with such amount in terms of the provisions of the Statute or in terms of the direction of any statutory authority and the JSSPS shall only provide with certificate towards such deduction and shall not be responsible for any reason whatsoever.

In case of collection of minor minerals in area (both virgin and non-virgin), acquired by the JSSPS under the Coal Act, the contractor will have to produce a royalty clearance certificate from the District Authorities before full and final payment.

Further, where any damages or compensation becomes payable by either the JSSPS or the bidder / contractor pursuant to any provision of this Agreement, appropriate GST wherever applicable as per the GST provisions in force shall also apply in addition to such damages or compensation.

Note: During the execution of the contract if the GST status of the bidder changes, then the payment of GST, if any, to the contractor will be made as per the GST status declared by the bidder during tender stage based on which cost to JSSPS has been ascertained or at actuals, whichever is lower.

- x) The contractor / contractors shall make his / their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include cost of lead, lift, loading, unloading, railway freight, recruiting expenses and any other charges for the completion of the work to entire satisfaction of the JSSPS.
 - xi) The contractor / contractors shall make their own arrangement for carriage of all materials to the work site at his/their own cost.
 - xii) The work shall not be sublet to any other party, unless approved by Designated JSSPS authority, in writing. Prior permission is required to be taken from the owner for engagement of sub-contractor in part work/ piece rated work.
 - xiii) a) No fruit trees or valuable plants or trees with trunk diameter exceeding 150mm shall be pulled, destroyed or damaged by the contractor/contractors or any of his/their employees without the prior permission of the JSSPS, failing which the cost of such trees or plants shall be deducted from the contractor/contractors dues at the rate to be decided by the JSSPS. The rates quoted are supposed to include clearance of shrubs and jungles and removal of such trees up to 150 mm dia., as will be permitted by the Designated JSSPS authority in writing.
 - b) Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The Contractor is to notify the Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with him.
 - xiv) The contractor / contractors shall not pay less than the minimum wages to the labourer engaged by him/them as per Minimum Wages Act or such other legislation or award of the minimum wage fixed by the respective State Govt. or Central Govt. as may be in force. The contractor / contractors shall make necessary payments of the provident fund for the workmen employed by him for the work as per the laws prevailing under provisions of PF and allied scheme and Miscellaneous Provisions Act, 1948 or Employees Provident Fund and Miscellaneous Provisions Act 1952 as the case may be.
- Payable statutory payments like PF & ESI contributions paid to the contract workers as applicable shall be reimbursed to the contractor on production of proof of payment limited to the maximum likely number of workmen to be deployed as indicated in the tender document. Such payments shall be made on quarterly basis and shall not be included in the Contract Value.
- xv) All accounts shall be maintained properly and the JSSPS shall have the right of access and inspection of all such books of accounts etc., relating to payment of labourer in online mode including payment of provident fund considered necessary.
 - xvi) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified for the following:
 - a) The JSSPS or any agent or employee of the JSSPS against any action, claim or proceeding relating to infringement or use of any patent or design right and shall pay any royalties or other charges which may be payable in respect of any article or material included in the contract.

However, the amount so paid shall be reimbursed by the JSSPS in the event such infringement has taken place in complying with the specific directions issued by the JSSPS or the use of such article or material was the result of any drawing and/or specifications issued by the JSSPS after submission of tender by the contractor. The contractor must notify immediately after any claim being made or any action brought against the JSSPS, or any agent or employee of JSSPS in respect of any such matter.

- b) The JSSPS against all claims, damages or compensation under the provisions of payment of Wages Act, 1938, Minimum Wages Act, 1948, Employer's Liability Act, 1938, The Workmen's Compensation Act, 1923, Industrial Dispute Act, 1947, Mines Act as applicable, Employees State Insurance Act 1948 and Maternity Benefit Act, 1961, Acts regulating P.F. or any modification thereof or any other law relating thereto and rules made there under from time to time, as may be applicable to the contract which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and also against costs, charges and expenses of any suit, action or proceedings arising out of any accident or injury.
- c) The JSSPS against all losses and claims for injuries or damages to any third party or to any property belonging to any third party which may arise out of or in consequence of the construction or maintenance or performance of the work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

xvii) The contractor is under obligation to hand over to the JSSPS the vacant possession of the completed building structures failing which the Designated JSSPS authority can impose a levy upon the contractor upto 5% of the total contract value for the delay in handing over the vacant possession of the completed works after giving a 15 (fifteen) days notice to the contractor.

xviii) **Insurance** - The contractor shall take full responsibility to take all precautions to prevent loss or damage to the works or part thereof for any reasons whatsoever (except for reasons which are beyond control of the contractor or act of God, e.g. flood, riots, war, earthquake, etc.) and shall at his own cost repair and make good the loss/damage to the work so that on completion, the work shall be in good order and condition and in conformity with the requirements of the contract and instructions of the Designated JSSPS authority.

The contractor/contractors shall take following insurance policies during the full contract period at his own cost:

- a). In the case of construction works, without limiting the obligations and responsibilities under the contract, the contractor shall take insurance policy for the works and for all materials at site so that the value of the works executed and the materials at site up to date are sufficiently covered against risk of loss/damage to the extent as permissible under the law of insurance. The contractor shall arrange insurance in joint names of the JSSPS and the contractor. All premiums and other insurance charges of the said insurance policy shall be borne by the contractor.

The terms of the insurance policy shall be such that all insurance claims and compensations payable by the insurers, shall be paid to the Employer and the same shall be released to the contractor in installments as may be certified by the Designated JSSPS authority for the purpose of rebuilding or replacement or repair of the works and/or goods destroyed or damaged for which payment was received from the insurers. Policies and certificates for insurance shall be delivered by the contractor to the Designated JSSPS authority for his approval before the starting date. Alterations to the terms of insurance shall not be made without the approval of Designated JSSPS authority.

- b). Where any JSSPS building or part thereof is used, rented or leased by the contractor for the purpose of storing or using materials of combustible nature, the contractor shall take separate insurance policy for the entire building and the policy shall be deposited with the JSSPS.
- c) The contractor shall at all times during the tenure of the contract indemnify the JSSPS against all claims, damages or compensation under the provision of the Workmen's Compensation Act and shall take insurance policy covering all risk, claims, damages, or compensation payable under the Workmen's Compensation Act or under any other law relating thereto.
- d) The contractor shall ensure that the insurance policy/ policies is/are kept alive till full expiry of the contract by timely payment of premiums and it/they shall not be cancelled without the approval of the JSSPS and a provision is made to this effect in all policies, and similar insurance policies are also taken by his sub-contractors if any. The cost of premium shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.
- e) In the event of contractor's failure to effect or to keep in force the insurance referred to above or any other insurance which the contractor is required to effect under the terms of the contract, the JSSPS may effect and keep in force any such insurance and pay such premium/premiums as may be necessary for that purpose from time to time and recover the amount thus paid from any moneys due to the contractor.

THE CLAUSE 11(xviii) SHALL BE APPLICABLE FOR WORKS OF ESTIMATED VALUE OF OVER Rs. 50 LAKHS.

xix) **Setting Out:** The contractor shall be responsible for the contract and proper setting out of the works and correctness of the position, reduced levels, dimensions and alignment of all parts of the work including marking out the correct lay out in reference to the permanent bench mark and reference points. Only one permanent bench mark and basic reference lines shall be marked and shown to the contractor as basic data.

The contractor shall have all necessary instruments, appliances and labour in connection therewith. If at any time during the

progress of work any error is detected in respect of the position, levels, dimensions or alignment of any part of the work, the contractor on being required to do so by the Designated JSSPS authority shall at the expenses of the contractor rectify such errors to the satisfaction of Designated JSSPS authority unless such error is due to incorrect data supplied by the Designated JSSPS authority.

- xx) On receipt of Letter of Acceptance of Tender / Work Order the contractor shall forthwith Register and obtain License from the competent authority under the Contract Labour (Regulation & Abolition) Act 1970, the Contract Labour (Regulation & Abolition) Central Rules, 1971 and submit certified copies of the same to the Designated JSSPS authority and the Principal Employer.
- xxi) The contractor shall, in connection with works, provide and maintain, at his own cost, all lights, security guards, fencing when and where necessary as required by the Designated JSSPS authority for the purpose of protection of the works, materials at site, safety of workmen and convenience of the public.
- xxii) All materials (e.g. stone, moorum and other materials) obtained in the course of execution of the work during excavation and dismantling etc. shall be the property of the JSSPS and the same may be issued to the contractors, if required for use in the works at the rates to be fixed by the Designated JSSPS authority.
- xxiii) Unless otherwise specifically provided for, dewatering of excavation pits, working areas etc. shall be the contractor's responsibility and is to be carried out at his own cost as per instructions of Designated JSSPS authority. The rates quoted by the contractor shall be deemed to include the dewatering costs.
- xxiv) Approval by the Nodal Officer/ Designated JSSPS authority or his nominee: The contractor shall submit specifications and drawings showing the proposed temporary work to the Nodal Officer/ Designated JSSPS authority or his nominee, who is to approve them if they comply with the specifications and drawings.

The contractor shall be responsible for design of Temporary Works.

The Nodal Officer/ Designated JSSPS authority or his nominee's approval shall not alter the contractor's responsibility for design of the Temporary Works.

- xxv) The contractor shall directly pay the ex-gratia amount of Rs.15.00 (Fifteen) lakhs or the amount as notified by Govt. time to time, to the eligible dependent family members of the deceased contractor's worker, to whom the statutory benefits under Employee Compensation Act, Provident Fund etc. have been paid, as per the terms of contract or through Insurance company by availing Group Personal Accident Insurance Policy for all its workers before commencement of the contract, which shall be renewed periodically to cover the entire duration of the contract. No reimbursement shall be made on this account by JSSPS.

In order to comply with the above provisions, contractor shall immediately on receipt of letter of acceptance/work order shall obtain group personal accident insurance in respect of all the workmen engaged in the work for payment of Rs.15.00(fifteen). But, in all cases, whether group insurance for the workmen is taken or not by the contractor, the responsibility of payment of special relief/ ex-gratia amount shall lie exclusively with the contractor only. Contractor may furnish a proof of such insurance policy, if obtained. If the contractor fails to disburse the special Relief/Ex-gratia within the due date, the JSSPS may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues in JSSPS.

12. Defects Liability Period:

In addition to the defect/s to be rectified by the contractor as per terms of the contract/ work order, the contractor shall be responsible to make good and remedy at his own expense the defect/s mentioned hereunder within such period as may be stipulated by the Designated JSSPS authority in writing:

- a) Any defect/defects in the work detected by the Designated JSSPS authority within a period of 6 (six) months from the date of issue of Defect Liability certificate / completion certificate.
- b) In the case of building works or other works of similar nature any defect in the work detected by the Designated JSSPS authority within a period of 6 (six) months from the date of issue of Defect Liability certificate/ completion certificate or before the expiry of one full monsoon period i.e. June to September whichever is later in point of time.

12.1 A programme shall be drawn by the contractor and the Designated JSSPS authority for carrying out the defects by the contractor detected within the defect liability period and if the contractor fails to adhere to this programme, the Designated JSSPS authority shall be at liberty to procure proper materials and carry out the rectifications in any manner considered advisable under the circumstances and the cost of such procurement of materials and rectification work shall be chargeable to the contractor and recoverable from any of the pending dues of the contractors.

The defect liability period can be extended by the JSSPS on getting request from the contractor only for valid reasons.

Note:- There will be no defect liability period for works like Grass Cutting, Jungle Cutting, Surface Dressing & any other work of similar nature to be decided by the Designated JSSPS authority.

13. Operating and Maintenance Manual:

1. The Contractor is responsible to facilitate for obtaining Completion/ Occupancy Certificates/ Clearances and No- Objection- Certificates (NOCs), if applicable, from the local civic authorities, for completed Work and Facilities before handing over the same to 'Procuring Entity' for putting them to functional use.
2. Before the completed work is taken over by JSSPS, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
3. The Contractor shall hand over to JSSPS the completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc. as directed by Designated JSSPS authority before submission of final bill.

14. Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution. However, if such disputes take place between the contractor and the department, effort shall be made first to settle the disputes at the JSSPS level.

The contractor should make request in writing to the Designated JSSPS authority for settlement of such disputes/claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/claims of the contractor shall be entertained by the JSSPS.

In first stage dispute shall be referred to CEO, JSSPS. If difference still persist the dispute shall be referred to a committee constituted by the CEO, JSSPS. Further action to settle the dispute, if remains unresolved, will be dealt as per rules and regulation of JSSPS and/or related Law of India.

15. **Recovery:** In the event of recovery of any claim towards LD Charges, Penalty, fee, fine or any other charges (Except EMD) from the supplier/vendor, the same will be recovered along with the applicable GST and the amount shall be adjusted with the payment to be made to the supplier/vendor against their bill/invoice or any other dues.

16. Guidelines on Debarment of firms from Bidding-

JSSPS shall follow the following guidelines for effecting 'Debarment of firms from Bidding' with a contracting entity in respect of Works and Services Contracts.

1. Observance of Principle of Natural Justice before debarment of firm from Bidding. The bidder/contractor shall not be debarred unless such bidder/contractor has been given a reasonable opportunity to represent against such debarment (including personal hearing, if requested by the bidder/contractor).
2. The terms 'Banning of firm', 'Suspension', 'Blacklisting' etc. convey the same meaning as of 'Debarment'.
3. The order of debarment shall indicate the reasons(s) in brief that led to debarment of the firm.
4. The contracting entity may be debarred from bidding in the following circumstances: -
 - i) Withdrawal of Bid as per relevant provisions of tender document.
 - ii) If Bidder fails to submit PSD, if any and/or fails to execute the contract within stipulated period.
 - iii) If Bidder fails to start the work on scheduled time.
 - iv) Any other situation mentioned in this NIT elsewhere.
 - v) In case of failure to execute the work as per mutually agreed work schedule.
 - vi) Continued and repeated failure to meet Contractual Obligations:
 - a. In case of partial failure on performance, agency shall be debarred from future participation in tenders keeping his present contract alive.
 - b. On termination of the contract.
 - vii) Willful suppression of facts or furnishing of wrong information or manipulated or forged documents by the bidder or using any other illegal/unfair means.
 - viii) Formation of price cartels with other contractors with a view to artificially hiking the price.
 - ix) The contractor fails to maintain/ repair/ redo the work up to the expiry of performance guarantee period, when it is specifically brought to his notice.
 - x) Contractor fails to use Mobilization advance (if any) given to him for the purpose it was intended.
 - xi) Contractor fails to renew the Securities Deposited to the department.
 - xii) The contractor fails to rectify any lapse(s) in quality of the work done within defect liability period.
 - xiii) Any other breach of Contract or misdeed which may cause financial loss or commercial disadvantage to the JSSPS.

- xiv) False declarations w.r.t Make in India Order.
- xv) In case of supply of sub- standard materials, sub-standard quality of work, non-execution of work, non-supply of materials, failure to abide by bid securing declaration (if any) etc.
5. Such 'Debarment, if any when effected, shall be with prospective effect only. The effect of 'Debarment' shall be for future tenders from the date of issue of such Order. No contract of any kind whatsoever shall be placed to debarred firm after the issue of a debarment order by JSSPS if such debarment has been done before the last date of bid submission. Even in the case of risk purchase, no contract should be placed on such debarred firms.
In case, any debarred firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security/ EMD submitted by such debarred firms shall be returned to them.
The contracts concluded i.e. issue of LOA/issue of Work Order, before the issue of the debarment order shall not be affected by the debarment orders.
6. The debarment shall be for a minimum period of one year and shall be effective for the JSSPS.
7. Once a contracting entity is debarred, it shall be extended to the constituents of that entity, i.e. partners (jointly and severally) in case of Joint Venture, all the partners (jointly and severally) in case of Partnership Firm, owner/proprietor in case of Proprietorship Firm. The names of partners should be clearly specified in the Debarment Order. If such debarred owner/Proprietor/Partner make/form different Firms/entity and attempts to participate in tenders, the same shall not be entertained during the currency of such debarment. In case the contracting entity being debarred is a company then only the company shall be debarred.
8. The above 'Debarment' shall be in addition to other penal provisions of NIT/Contract document.
9. Debarment in any manner does not impact any other contractual or other legal rights of JSSPS.
10. In case of shortage of firms (less than three eligible firms) in a particular group, such debarments may also hurt the interest of JSSPS. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reforms the firm and may get a written commitment from the firm that its performance will improve.
11. **Approving Authority:** The 'Debarment' of a contracting entity shall be done with the approval of the Competent Authority as per the details below:
- a) In case the Accepting Authority of the work is CEO, LMC, JSSPS, then the Competent Authority for debarment shall be President, Executive Council, JSSPS.
- b) In case the Accepting Authority of the work is up to the level of CEO, LMC, JSSPS, then the Competent Authority for debarment shall be President, Executive Council, JSSPS.
12. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that period and it shall not be necessary to issue a specific formal order of revocation. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.
13. In all cases, Executive Council, JSSPS shall be Appellate Authority.
14. Any change on the above may be done with approval of President, EC, JSSPS.
15. All the orders of debarment or orders passed in appeal shall be marked to Member (Secretary), JSSPS. Member (Secretary), JSSPS shall maintain the master data of such banned firms which shall be made available in the public domain (i.e. on the website of JSSPS/e-procurement portal of Jharkhand i.e. <https://jharkhandtenders.gov.in>).

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SAFETY CODE

The Contractor must ensure safety of workmen as well as safety for the general public during construction in and around work-site. The contractor must follow the laws, codes and standards laid down in this regard. The work-men must be trained and provided protective gear, life-saving equipment and appropriate tools for their jobs. Special precautions must be used if hazardous chemicals are used or stored at workplace (lead, silica, asbestos and wood/stone that will be cut and generate dust, construction materials containing zinc, cadmium, beryllium and mercury). Besides protection from noise and environmental pollution, public must also be safeguarded from falling through dug-up area, electrocution, flooding, falling objects, bridge-span dropping/ failures, crane falling/ overturning and damage to building from vibrations/ cave-ins from construction activities. Engineer must ensure that contractor does not adopt any short-cut in this regard. Appointment of site safety engineer by the contractor is a mandatory requirement (in case estimated cost is Rs 100 Cr or more). In tenders with estimated cost is less than Rs 100 Cr, site in-charge of the contractor will also act as safety engineer. In case estimated cost of Rs 100 Cr or more, the engineer shall engage safety experts to carry out frequent safety audits and mandate correct measures.

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).

2. Scaffolding of staging more than 3.6 m (12ft). above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm (3ft) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft) above ground level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.

4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm (3ft).

5. Safety means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m (30ft) in length while the width between side rails in rung ladder shall in no case be less than 20 cm (11 $\frac{1}{2}$ "") for ladder upto and including 3 m (10ft) in length. For longer ladders, this width should be increased at least $\frac{1}{4}$ " for additional 30 cm (1ft.) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.

6. Excavation and Trenching : All trenches 1.2 m (4ft) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or fraction thereof. Ladder shall extend from bottom of the trench to at least 90 cm (3ft) above the surface of the ground. The side of the trenches which are 1.5 m (5ft) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m (5ft) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

7. Demolition : before any demolition work is commenced and also during the progress of the work,

i. All roads and open areas adjacent to the work site shall either be closed or suitably protected.

ii. No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.

iii. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Designated JSSPS authority should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned:- The following safety equipment shall invariably be provided.

i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.

- ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to:-
 - a) Entry for workers into the line shall not be allowed except under supervision of the Engineering Assistant or any other higher officer.
 - b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
 - d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
 - e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
 - f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
 - g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
 - h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
 - i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Designated JSSPS authority may decide the time up to which a worker may be allowed to work continuously inside the manhole.
 - j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
 - k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 meters away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
 - l) The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
 - m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
 - n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - p) The extents to which these precautions are to be taken depend on individual situation but the decision of the Designated JSSPS authority regarding the steps to be taken in this regard in an individual case will be final.
 - vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken:-
 - a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - c) Overalls shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
 - d) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - e) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.
 - f) Overall shall be worn by working painters during the whole of working period.
 - g) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
9. When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:-
- i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.

(b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.

ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.

iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

iv) In case of departmental machines, the safe working load shall be notified by the Electrical Designated JSSPS authority. As regards contractor's machines the contractors shall notify the safe working load of the machine to the Designated JSSPS authority whenever he brings any machinery to site of work and get it verified by the Electrical Engineer concerned.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Designated JSSPS authority or their representatives.

15. Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the Republic of India.

TECHNICAL SPECIFICATIONS

Technical Specifications to be followed

Civil Engineering Works

JSSPS's approved SOR specification or Latest CPWD specification shall be adopted.

Tennis court works

All works to be executed must be as per specifications approved by AITA or ITF.

Materials to be used for Tennis court relaying must be approved by AITA or ITF and the contractor will submit the certificate/ authentic document regarding approval of the materials used for tennis court.

Defect Liability period for this work (Tennis court related works including supply of goods) shall be 01 year. So, defect liability period of six months mentioned elsewhere in NIT shall not be applicable.

If within the period of defect liability, the goods/installation(Tennis court surfaces) are reported to have failed to perform as per specifications, the contractor should attend the problem within 07 days of after communication of the same to the contractor and rectify/ replace the same free of cost within a maximum period of 20 days of receipt of complaint. In case the contractor fails to rectify/ replace the defects, JSSPS reserves the right to forfeit the security deposit.

Guarantee period of goods/installation(Tennis court surfaces) will be of 05 Years after defect liability period. Guarantee of 05 years under the following tropical conditions:-

Minimum Temperature:- 05 Degree Celsius

Maximum Temperature:- 55 Degree Celsius

Average Humidity:- 90%

If within the period of guarantee, the goods/installation(Tennis court surfaces) are reported to have failed to perform as per specifications, the contractor should attend the problem within 07 days of after communication of the same to the contractor and rectify/ replace the same free of cost within a maximum period of 20 days of receipt of complaint. For covering the guarantee period, 10% of money will be deducted from the bill and will be refunded after completion of guarantee period. In case the contractor fails to rectify/ replace the defects, JSSPS reserves the right to forfeit the 10% of the money already deducted from the bill.

The colour of playing and non playing area will be discussed & decided after award of the work and decision of Engineer-in-Charge/ Designated JSSPS authority will be final.

Note:- After the successful completion of work, the court has be certified by AITA or ITF, else no payment will be released. The cost of certification by AITA or ITF will be borne by the contractor and no separate charges will be paid for this.

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ANNEXURES

**PROFORMA FOR LETTER OF BID TO BE ACCEPTED UNCONDITIONALLY & UPLOADED BY BIDDER/S
(ON THEIR LETTER HEAD) DURING SUBMISSION OF BID ONLINE:**

FORMAT OF “Letter of Bid”

To,

The Tender Inviting Authority
Jharkhand State Sports Promotion Society

Sub.: Letter of Bid for the work **“Recoating of 07 nos. Tennis Courts and civil works at Tennis practice arena at Mega Sports Complex, Khelgaon, Hotwar, Ranchi under JSSPS.”**

Ref.: 1. NIT No.: **“03 of 2025-26(Civil Works)”**

2. Tender ID: **“2025_JSSPS_106087_1”**

Dear Sir,

This has reference to above referred bid. I/we have read and examined the conditions of contract, Scope of Work, technical specifications, BOQ and other documents carefully.

I /We am/are pleased to submit our bid for the above work. I/We hereby unconditionally accept the bid conditions and bid documents as available in the website/e-Procurement portal, in its entirety for the above work and agree to abide by and fulfill all terms and conditions and specifications as contained in the bid document.

I/we here by submit all the documents as required to meet the eligibility criteria as per provision of the bid notice/document.

I/We hereby confirm that this bid complies with the Bid validity, Bid Security and other documents as required by the Bidding documents.

If any information furnished by me/us towards eligibility criteria of this bid is found to be incorrect at any time, penal action as deemed fit may be taken against me/us for which I/We shall have no claim against Jharkhand State Sports Promotion Society.

Until a formal agreement is prepared and executed, this bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us and Jharkhand State Sports Promotion Society.

Should this bid be accepted, we agree to furnish Performance Security within stipulated date and commence the work within stipulated date. In case of our failure to abide by the said provision Jharkhand State Sports Promotion Society shall, without prejudice to any other right or remedy, be at liberty to “cancel the letter of acceptance/ award and to forfeit the Earnest Money and also debar us from participating in future tenders for a minimum period 12 months” OR to act as specified in the NIT.

ANNEXURE- II

PROFORMA FOR UNDERTAKING TO BE ACCEPTED UNCONDITIONALLY & UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) FOR GENUINENESS OF THE INFORMATION FURNISHED ONLINE AND AUTHENTICITY OF THE DOCUMENTS UPLOADED ONLINE IN SUPPORT OF HIS ELIGIBILITY:

FORMAT OF UNDERTAKING

We solemnly declare that:

1. I/We am/are submitting Bid for the work work **“Recoating of 07 nos. Tennis Courts and civil works at Tennis practice arena at Mega Sports Complex, Khelgaon, Hotwar, Ranchi under JSSPS.” NIT 03 of 2025-26(Civil Works) Dated 22/10/2025 (Tender ID- 2025_JSSPS_106087_1)** and I/we offer to execute the work in accordance with all the terms, conditions and provisions of the bid.
2. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Bid is complete, correct and true.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I/ We hereby authorize department to seek references / clarifications from our Bankers.
5. We hereby undertake that we shall register and obtain license from the competent authority under the contract labour (Regulation & Abolition Act) as relevant, if applicable.
6. I/We do not have business relationship with any other participating Bidders, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another Bidder.
7. I/We or any of my/our affiliate has/have not participated as consultant in the preparation of the design or technical specification of the contract that is the subject of the bid.
8. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc. from Bidding, as per the tender document.

ANNEXURE- III

PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF JSSPS, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM/JV), LOCAL SUPPLIER STATUS OF THE BIDDER ETC.:
PROFORMA FOR UNDERTAKING

(To be uploaded by the Bidder on his Letter Head during submission of bid online)

I / We,, Proprietor/Partner/Legal Attorney/Director/Accredited Representative of M/s., solemnly declare that:

1. Myself/Our Partners/Directors don't has/have any relative as employee of Jharkhand State Sports Promotion Society

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OR

The details of relatives of Myself/Our Partners/Directors working as employee of Jharkhand State Sports Promotion Society is as follows:

a) Name of the employee

b) Place of posting

c) Department

d) Designation

e) Type of relation - Wife/Husband/ Father/ Step-Father/Mother / Step-Mother/ Son/Step-son/ Son's wife / Daughter / Daughter's Husband / Brother/ Step-Brother/ Sister / Stet-Sister.

2. *I/We hereby confirm that we have registration with EPF Authorities. We shall make necessary payments as required under law.

Or

*I/We hereby undertake that we shall take appropriate steps for registration as relevant under EPF authorities, if applicable. We shall make necessary payments as required under law.

* Delete whichever is not applicable.

3. ** I/We have not been debarred or banned or delisted by any Govt., or Quasi Govt. Agencies or PSUs.

Or

**I / We have been debarred or banned by the organization named “_____” for a period of..... year/s, effective from to.....

** Delete whichever is not applicable.

4. We..... (Name of Partners of Partnership Firm/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) hereby consent to abide by the relevant provisions of General Terms and Conditions of NIT and/ or rules and regulations of Jharkhand State Sports Promotion Society and/or related law of India pertaining to arbitration.

(Applicable in case of Partnership firm/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “**Recoating of 07 nos. Tennis Courts and civil works at Tennis practice arena at Mega Sports Complex, Khelgaon, Hotwar, Ranchi under JSSPS**” against NIT No. 03 of 2025-26(Civil Works) dt. 22/10/2025 (Tender ID- 2025_JSSPS_106087_1), meet the minimum local content requirement and has local content:

* Equal to or more than 50% (Select this, in case of Class-I Local Suppliers) i.e..... % (indicating the percentage of local content) * More than 20% but less than 50% (Select this, in case of Class-II Local Suppliers) i.e.% (indicating the percentage of local content)

*Delete whichever is not applicable.

Note: If the estimated value of procurement is more than Rs. 10 crores, all the Bidders shall submit along with this Undertaking, a certificate (with UDIN) from the statutory auditor or cost auditor of the JSSPS (in case of companies) or from a practicing cost accountant or practicing chartered account (in respect of suppliers other than companies) giving the percentage of local content.

6. Certificate regarding compliance to order no.F.No.6/18/2019-PPD dt 23/7/2020 as amended from time to time of Ministry of Finance, Dept of Expenditure, Public Procurement Division with respect to restrictions on procurement of goods, services or works from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries - I/we have read the Clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that I am/ we are not from such a country or, if from such a country, has/have been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that I/we fulfil all requirements in this regard and I am/ we are eligible to be considered.

Note: Where applicable, evidence of Competent Authority shall be attached along with this Undertaking.

7. **I/We have not been debarred by any procuring entity for violation of Preference to Make in India (as applicable) vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time.

OR

**I / We have been debarred by..... (name of procuring entity) for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time for a period of.....year/s, effective from to....

**Delete whichever is not applicable.

Note: A bidder who has been debarred by any procuring entity for violation of Preference to Make in India vide Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by Govt. of India as amended from time to time shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of debarment.

8. I/we abide the Code of Integrity for Public Procurement (CIPP) as given in the tender document.

9. *I/we do not have any previous transgression of CIPP in last three years with any entity in any country.

Or

*I / We have been debarred by..... (name of procuring entity) for violation of Code of Integrity for Public Procurement (CIPP), for a period of..... year/s, effective from to.....

*Delete whichever is not applicable

10. If any information and document submitted is found to be false/ incorrect at any time, department may cancel my/our Bid and action as deemed fit may be taken against me/us, including termination of the contract, forfeiture of all dues and Debarment of our firm and all partners of the firm etc. from Bidding, as per the tender document.

PROFORMA FOR EXECUTION OF AGREEMENT.**STAMP PAPER****(of appropriate value as per Stamp Act)**

This agreement is made on day of between Jharkhand State Sports Promotion Society having its registered office at Ranchi (hereinafter called the 'JSSPS' which expression shall, unless repugnant to the subject or context, include its successors and assignees) of the one part and (Name of the Contractor) carrying on business as a (partnership/proprietorship/ Ltd. Co. etc.) firm under the name and style (Hereinafter called the 'said Contractor' which expression shall, unless the context requires otherwise include them and their respective heirs, executors, administrators and legal representatives) of the other part.

Whereas the JSSPS invited tenders for the work of "....." and whereas the said Contractor/ Firm submitted tender for the said work and deposited a sum of Rs as Earnest Money and whereas the tender of the said contract has been accepted by the JSSPS for execution of the said work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender papers hereinafter referred to.

2) The following documents which are annexed to this agreement should be deemed to form and be read and construed as part of this agreement viz.

- i) Annexure-A Tender Notice (Page to)
- ii) Schedule –A General Terms & Conditions, Special Conditions and General Technical Specification (Page to ...) and Safety Code.
- iii) Schedule-B The probable Quantities and Amount (Page ... to ...)
- iv) Schedule-C Negotiation letters –
- iv) Schedule-D Letter of Acceptance/Work Order (Page to)
- v) Schedule-E Drawings (Page to)

3) In consideration for the payment of the sum of Rs..... (W/O Value; both in words and figures) or such other sum as may be arrived at under the clause of the specification relating to Payment by items measurements at unit prices by the JSSPS, the said Contractor shall, subject to the terms & condition contained herein execute and complete the work as described and to the extent of probable quantities as indicated in Schedule B with such variations by way of alteration, addition to or reduction from the said works.

4) The JSSPS has received a sum of Rs.....towards Performance Security Deposit (1st part of Security Deposit) in the form of B.G./NEFT/RTGS *other form (details to be furnished).*

5) The said contractor hereby covenants with the JSSPS that the JSSPS shall deduct at 5% of R/A Bills as Retention Money (2nd part of security deposit) to make the total Security as 10% (ten percent) of contract value, as per the terms & condition of the tender/ contract.

IN WITNESS WHEREOF THE parties herein have set their hands and seals the date and year above written

1 Partner

Signature

2 Partner

Signature

On behalf of M/S.....

The Contractor, as one of the constituted attorney,

In the presence of –

1. Name _____ Signature

Address:

Occupation:

Signed by Sri on behalf of

Signature

Jharkhand State Sports Promotion Society in presence of -

1. Name:

Signature

2. Address:

Code of Integrity for Public Procurement (CIPP):

1. Introduction

Public procurement is perceived to be prone to corruption and ethical risks. To mitigate this, the officials of Procuring Entities involved in procurement and the bidders/ contractors must abide by the following Code of Integrity for Public Procurement (CIPP). All Procuring Officials shall give an undertaking to abide by the Code of Integrity of Public Procurement (CIPP) in ERP while processing PR in SAP ERP. The undertaking shall be put in format of PR itself in ERP. However, if estimate is processed outside ERP, then separate undertaking in this regard shall be given by all procuring officials. The bidders/ contractors should be asked to sign a declaration about abiding by a Code of Integrity for Public Procurement (including sub-contractors engaged by them) during submission of bid, with a warning that, in case of any transgression of this code, it would be liable for punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

2. Code of Integrity for Public Procurement

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) **“Coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- v) **“Conflict of interest”**: Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of procuring entity who are directly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the procuring entity with an intent to gain unfair advantage in the procurement process or for personal gain.
- vi) **“Obstructive practice”**: materially impede the procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the procuring entity’s rights of audit or access to information;

3. Obligations for Proactive Disclosures

- i) Procuring authorities as well as bidders, contractors and consultants, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declares any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the procuring entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder’s actions in the tender and subsequent contract.

4. Punitive Provisions

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of CEO, LMC, JSSPS, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

SECURITY

To

.....
.....

Re: Bank Guarantee in respect of Contract No....., Dated.....Between Jharkhand State Sports Promotion Society and (Name of the Contractor)

WHEREAS

..... (Name and address of the Contractor) (herein after called “the Contractor”) has entered into a contract made as per letter of acceptance..... Dated..... (herein after called the said contract) with Jharkhand State Sports Promotion Society (hereinafter called “JSSPS”) to execute..... (name of the contract and brief description of work) on the terms and conditions contained in the said contract.

It has been agreed that the Contractor shall furnish a Performance Security in the shape of Bank Guarantee from a Schedule bank for a sum of Rs.....as security for due compliance and performance of the terms and conditions of the said contract.

We..... (name of the Bank) having its branch/Office at.....have, at the request of the Contractor, agreed to furnish this bank Guarantee by way of performance Security.

NOW, THEREFORE, we the..... Bank (herein after called The Bank) hereby, unconditionally and irrevocably, guarantees and affirms as follows:

The Bank do hereby irrevocably guarantees and unconditionally agree with the JSSPS that if the contractor shall in any way fail to observe or perform the terms and conditions of the said contract or shall commit any breach of its obligation there under, the Bank shall on its mere first written demand, and without any objection, demur and without any reference to the contractor, pay to the JSSPS the said sum of or such portion as shall then remain due with interest without requiring JSSPS to have recourse to any legal remedy that may be available to it to compel the Bank to pay the sum, or failing on the JSSPS to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to JSSPS and as regards the amount payable by the Bank under this Guarantee. The Bank shall not be entitled to withhold payment on the ground that the Contractor has disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between JSSPS and the Contractor regarding the claim.

The Bank further agree that the Guarantee shall come into force from the date hereof and shall remain in force and effect till the period that will be taken for the performance of the said Contract which is likely to beday of but if the period of Contract is extended either pursuant to the provisions in the said contract or by mutual agreement between the contractor and the JSSPS, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the JSSPS the said sum of or such lesser amount of the said sum of..... as may be due to the JSSPS and as the JSSPS may demand.

This Guarantee shall remain in force until the dues of the JSSPS in respect of the said sum ofand interest are fully satisfied and the JSSPS certifies that the Contract has been fully carried out by the Contractor and discharged the guarantee.

The Bank further agrees with the JSSPS that the JSSPS shall have the fullest liberty without consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of the said contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the JSSPS against the contractor and to forbear to enforce any of the terms and conditions relating to the said Contract and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to the Contractor or to any forbearance, act or omissions on the part of the JSSPS or any indulgence by the JSSPS to the Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the Guarantor.

The Bank further agrees that in case this Guarantee is required for a longer period and it is not extended by the Bank beyond the period specified above, the Bank shall pay to the JSSPS the said sum of or such lesser sum as may then be deemed to the JSSPS and as the JSSPS may require.

Notwithstanding anything contained herein the liability of the Bank under this Guarantee is restricted to Rs..... The guarantee shall remain in force till the day* of* and unless the guarantee is renewed or claim is preferred against the bank on or before the said date all rights of the JSSPS under this guarantee shall cease and the Bank shall be relieved and discharged from all liabilities hereunder except as provided in the preceding Clause.

*** The validity of the Bank Guarantee shall be for a period of “one year” or “ninety days beyond the period of contract/extended period of contract (if any)”, whichever is more.**

Any notice by way of request, demand or otherwise hereunder maybe sent by post/e-mail/Fax addressed to the bank branch/operative branch, which shall be deemed to be a sufficient demand notice. Bank shall effect payment thereof forthwith.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

The Bank has under its constitution power to give this Guarantee and Sri... who has signed it on behalf of the Bank has authority to do so.

Signed and sealed this..... day of.....at.....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature) (Name)

(Designation)

(Code number)

(address)

“The Bank Guarantee as referred above shall be operative at our branch at..... payable at.....
(NIT shall specify town/city of the operative Branch. Bank Guarantee shall specify name of the branch with address of the specified town/city)”

NOTE: - The department shall ensure extension of guarantee period in case of extension of time.

MANDATE FORM FOR ELECTRONIC FUND TRANSFER / INTERNET BANKING PAYMENT.

1. Name of the Bidder:

2. Address of the Bidder:

.....
 City..... Pin Code.....
 E-mail Id
 Permanent Account Number

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(Digital Code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your Bank for ensuring accuracy of the Bank Name, Branch Name and Code Number.			
RTGS CODE			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book.			

4. Date from which the mandate should be effective.

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information. I shall not hold JSSPS responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through NEFT / RTGS transfer. I agree to discharge responsibility expected of me as a participant under the scheme. Any bank charges levied by the bank for such e-transfer shall be borne by us.

Place:

Date:

Signature of the Party / Authorized Signatory

.....
 Certified that particulars furnished above are correct as per our records.

Banker's Stamp

Date:

Signature of the Authorized official from the Bank