

NIT No: CEO/LMC/JSSPS/K/EnM/2026-27/ 06

Date: 04.04.2026

NIT No. 01 of 2026-27

निविदा सूचना
Notice Inviting Tender

1. Tenders are invited on-line under **Two Part System** (Cover I & Cover II) on the website **<https://jharkhandtenders.gov.in>** as per the eligibility criteria defined in this tender document elsewhere.

Description of work	Location	Estimated Cost of Work (Including GST) (In Rs.)	Earnest Money (In Rs.)	Period of Completion (In Days)
Operation, Maintenance and Repair of Electrical Installations installed at Mega Sports Complex, JSSPS, Khelgaon, Ranchi for a period of 02 (Two) Years	Mega Sports Complex, JSSPS, Khelgaon, Ranchi	1,36,09,782.00	1,70,200.00	730 days

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

2. For Site visit of location of work, the prospective bidder(s) may contact:

Tender inviting authority	Contact Person(s)/Tender Dealing Officer(s)
Member (E&M), LMC, JSSPS	Member (E&M), LMC, JSSPS, 8987788600

3. Time Schedule of Tender:

Sl. No.	Particulars	Date	Time
a.	Tender e-Publication date	08.04.2026	10:00 Hrs
b.	Document download start date	09.04.2026	10:00 Hrs
c.	Document download end date	24.04.2026	17:00 Hrs
d.	Bid Submission start date	09.04.2026	10:00 Hrs
e.	Bid submission end date	24.04.2026	17:00 Hrs
f.	Start date for seeking Clarification on-line	08.04.2026	10:00 Hrs
g.	Last date for seeking Clarification on-line	13.04.2026	15:00 Hrs
h.	Date of Pre-bid meeting (if any)	NA	NA
i.	Technical Bid (Cover I) opening date	25.04.2026	17:00 Hrs
j.	Price Bid (Cover II) opening date	To be notified later	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 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 and time of bid submission but not received in the designated account within the specified period due to any reason(s) whatsoever then the bid will not be accepted. However, the EMD will be refunded back to the bidder, as per policy of the portal.

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:

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.

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 eligibility criteria and any other conditions, specified in Bid Document /NIT 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) (Eligibility Criteria):

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

S. No.	Documents
	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 the Part of Eligibility Criteria.
1	Permanent Account Number (PAN)
2	Goods and Services Tax (GST) Status of Bidder
3	Legal Status of the bidder
4	Annexure-I
5	Annexure-II

6	Work Experience
7	Financial Turnover
8	Undertaking by bidder on his/her/their Letter Head as per Annexure-III
9	Digital Signature Certificate
10	Valid Electrical Contractor's License

11.2 **DETAILS OF THE DOCUMENTS:** Following documents, in .pdf format, are required to be submitted/uploaded by Bidder(s) against the listed document above at (11.1)

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

11.2.2 **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: *If turnover of bidder exceeds exemption/threshold limit, the bidder must have GST registration as per GST Act and rules.*

11.2.3 **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 the bidder.

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

11.2.5 **Annexure-II:** The bidders have to accept unconditionally in the Undertaking in the prescribed format provided in this NIT regarding relatives as employees of company, arbitration clause (In case of partnership firm), Local Supplier Status of the bidder etc. & authenticity of the scanned copy of documents uploaded by him on-line in support of his eligibility criteria etc.

11.2.6 **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:

Installation and/or providing and fixing and/or commissioning of substation/ switchyard equipment.

Or

Electrical Annual Maintenance work of establishments having LT/HT power supply works therein.

Or

Internal/External Electrification works.

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.

11.2.7 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 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 from the end date of financial year. 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.

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.

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

11.2.9 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.

11.2.10 **Valid Electrical Contractor's License (For Electrical works only):** Valid Electrical Contractor's License issued by Electrical Licensing Board/Authority of any Indian State/UT, in accordance with IE Rule-45 or CEAR-2023. However, in the event of work being awarded; the bidder will have to comply the terms and conditions mentioned in the order issued by Ministry of Power, GOI vide Ref no: CEA-PS-16/25/2023-CEI Division (before execution of Agreement). Valid Electrical licenses of Supervisor(s) and wiremen/linemen/electrician(s) is also required.

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:**

a. 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.

b. 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.

c. The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.

d. 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.

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 company. In case the tenderer violates to abide by this, the Company 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 L 1, 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. 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 in cover-II. The Price-bid will be either in Item Rate or Percentage Rate or Mixed Rate [combination of Item Rate and Percentage Rate] BOQ format. The Price Bid of the tenderers shall 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/Bid 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 Company”.

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 Company”.

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.

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 company 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 company 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 company 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 company has been ascertained or at actuals, whichever is lower.

24. Opening of Technical Bid:

The Technical bid (Cover-I) will be opened on the scheduled day for opening of bid or on the extended date of opening of bid, as the case may be, 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. Technical 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 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 confirmatory 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 “Upload confirmatory 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 confirmatory 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. Evaluation and decision of L1 bidder will be done as per procedures elaborated elsewhere in this NIT/Bid Document.

27. Award of Work: -

L1 bidder (i.e. Techno commercially established L1 bidder) will be recommended for the Award of the Contract. If L1 bidder (i.e. Techno commercially established 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 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 online. On receipt of Letter of Acceptance (LOA) of the tender issued by the Company, the successful tenderer shall submit Security deposit (detailed elsewhere) and execute contract agreement in the company'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 "General Terms & Conditions", Additional Terms & Conditions, Special Terms & Conditions (if any), Technical Specifications, drawings (if any) 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.

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:

a. 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.

b. 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 Confirmatory 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 Confirmatory documents within prescribed time.

c. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

d. 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.

46. Contractor will comply with the prevailing rules and regulation of the country.

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CONDITIONS OF CONTRACT

GENERAL TERMS AND CONDITIONS

1. Definitions

- i) The word "**Employer**" or "**Company**" 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 on 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 company. 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 of GeM Portal.
 - xvii) Unless the context otherwise clearly indicates, words used in the **singular** include the **plural** and vice-versa.
2. PERFORMANCE Security Deposit: PERFORMANCE Security Deposit, which shall bear no interest, shall consist of the following:

- 2.1 Performance Security @ 05% 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:

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 validity of the BG shall be for a period of one year beyond the period of contract /extended contract period (if any).

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

- Govt. Securities, FDR (Scheduled Bank) or any other form of deposit stipulated by JSSPS and duly pledged in favour of JSSPS.
- Demand Draft drawn in favour of JSSPS on any Scheduled Bank payable at its Branch at Ranchi.
- 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.

PBG shall be released only after successful completion of the contract period, deduction of all the penalties applicable and NOC from Engineer-in-charge. Additional Performance Security shall be applicable as stipulated in NIT elsewhere.

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.

- 2.2 The Earnest Money/Bid Security deposited shall be discharged as per the policy of Jharkhand Tenders.
- 2.3 In case the successful bidder fails to submit the Performance Security within the stipulated time then the award of work may be cancelled with forfeiture of the bid security/earnest money. Additionally, the company 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. However, banning/debarment shall be done as per Guidelines for Banning of Business. In case of Partnership firm, the debarment shall also be applicable to all individual partners of Partnership firm.
- 2.4 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.
- 2.5 Performance Security should be refunded preferably within 03 months after completion of the work and release of final bill.
- 2.6 The Company shall be at liberty to deduct/appropriate from the Security Deposit such sums as are due and payable by the contractor to the company as may be determined in any terms of this 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.
- 2.7 Retention money @ 05% will be deducted from the running bill/final bill. Retention money shall be refunded after six months from the completion of the work and release of final bill.

3. Additional performance security:

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

Such Additional performance security (APS) shall be furnished by the bidder along with the normal Performance Security as stipulated in the NIT elsewhere.

For all purposes, Additional performance security (APS) shall be dealt as for Performance Security, elaborated elsewhere in this bid document. This additional performance security will not carry any interest and shall be released after successful commissioning of the work.

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

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 analysis 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 has substantially failed to demonstrate

its capability to deliver the contract at the offered price, JSSPS may reject the bid /proposal.

4. 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 deviation/variation either by addition or omission shall not vitiate the contract and will be done as per rule of JSSPS.

JSSPS through its Engineer-in-Charge or his representative 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.

- 4.1 The contractor shall be bound to carry out the work(s) in accordance with the instructions given to him in writing by the Engineer-in-Charge or his representative on behalf of 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 EIC.
- 4.2 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.
- 4.3 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 mutually by both parties with due approval of the CEO, JSSPS.
- 4.4 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 Engineer-in-Charge shall determine the rate(s) by analysis based on prevalent market rate of material and labour and/or on standard norms of analysis of rate of CPWD / NBO.
- 4.5 In case of any difference between the contractor and the Engineer-In Charge 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.
- 4.6 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.
- 4.7 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 NIT and as per rule of JSSPS.
- 4.8 The JSSPS through its Engineer-in-Charge or his representative, 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 Engineer-in-Charge. No claim from the Contractor shall be entertained/ accepted on these grounds.
- 4.9 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 laid down hereafter.

5. 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 Engineer-in-Charge 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.

- 5.1 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 days' 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.

- 5.2 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.

5.2.1 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 above.

5.2.2 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.

5.2.3 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.

5.2.4 In the event of such termination of the contract as described in above clauses, 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.

5.2.5 **Penalty for Short Supply of Manpower:** The required manpower for execution of work at site is mentioned in BOQ. On per day basis, 5 Nos. Skilled Electricians with wireman permit from competent authority and 5 nos. Semi-skilled Helper are estimated to execute the work. It is desired to deploy requisite number of manpower by contractor at site on daily basis. For any shortfall in manpower, JSSPS will impose penalty on the contractor. For this purpose, total number of shortfalls will be calculated on monthly basis. Number of manpower on any day may vary as per instruction of Engineer-in-charge/Designated authority at JSSPS only. Such variation on any day by contractor itself will not be admissible. For monthly variation up to (-)10% will attract penalty equal to minimum wages of less manpower. For monthly shortfalls more than (-10)%, amount equal to double of minimum wages of less manpower will be imposed as penalty.

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.

5.3 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.

5.4 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 control of 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 EIC.
- 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 Engineer- in-Charge 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 elsewhere;
- 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 Engineer in Charge.
- 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 Engineer-in-Charge.
- l) Portion of Concurrent delays as decided judiciously by the EIC

F. **HINDERANCE REGISTER** shall be maintained by both department 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 EIC and or the next higher authority whose decision would be final & binding on the contractor & the decision to be communicated within 15 days.

5.4.1 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.

6. 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 material/ equipments will be supplied by the JSSPS.

- 6.1 The contractor will do procurement materials of good quality and/or as agreed/approved by EIC. 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 concerned Engineer-in-charge or any other authorized officers of the JSSPS. Contractor should draw materials from the JSSPS on the basis of actual requirement as assessed by the Engineer-in- Charge on "as and when required" basis.
- 6.2 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 Engineer-in-Charge. 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.
- 6.3 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.
- 6.4 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 Engineer-in-Charge 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.

- 6.5 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.
- 6.6 The contractor shall arrange necessary water and electricity at his own cost for execution of work as well as for his own establishment/camp, if required and nothing extra will be paid for the same. However, if available and feasible, the JSSPS may arrange water and electricity, against the written request of the contractor, 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 (maximum up to 1% of the bill value of the claim period without GST, as approved by CEO, JSSPS, if metering is not provided). Metering for this purpose shall be provided by the contractor to the extent possible. The contractor shall make his own arrangement of further distribution of water and electricity supply from main source of supply. JSSPS do not guarantee to maintain uninterrupted supply of water and electricity. No claim of damage or refund of water and electricity charges will be entertained on account of such break down.
- 6.7 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 may be made from the contractor's bills as per prevalent market rate or as mutually decided and agreed by the contractor and the JSSPS.
- 6.8 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 Engineer-in-Charge. 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.

7. Measurement and Payments

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 Engineer-in-Charge.

- 7.1 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.
- 7.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative and by the contractor or his authorized representative.
- 7.3 Before taking measurements of any work, the Engineer-in-Charge 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.
- 7.4 The measurement of the portion of work/items of work objected to, shall be re-measured by the Engineer-in-Charge 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 Engineer-in-Charge or his representative 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 Engineer-in- Charge 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 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.

- 7.5 No work shall be covered up or put out of view without the approval by the Engineer-in-Charge and recording of measurements and check measurement thereof duly accepted by the contractor. The contractor shall provide full opportunity to the Engineer-in-Charge or his representative 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 Engineer-in-Charge whenever such works or foundations are ready for examination and the Engineer-in-Charge 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.

- 7.6 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.

- 7.7 **Payments:** The clear/error-free Running on Account (RA) Payments may be made at intervals of monthly, quarterly or as 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.

Extra items of work executed, if any with prior approval of Competent JSSPS Authority, will be paid on specific written authorization of CEO, LMC, JSSPS as per existing rule and regulation at JSSPS.

Any certificate given by the 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 JSSPS Authority by any subsequent certificate or by the final certificate.

On expiry of the contract, the Contractor shall submit the following certificate along with final bill:

“Certify that I/We have made all payments towards wages as defined under the prevailing Acts, applicable during the currency of contract, in respect of manpower engaged/employed for the execution of work awarded”.

Besides this, the contractor will submit a no claim certificate in his letter head certifying that “It is to certify that all dues to us have been settled by JSSPS and we have no claim against JSSPS for the services provided under the Contract/Agreement/PO NO.....dated..... except refund of security deposit/retention money. We will not raise any claim in future under the contract/agreement/PO or any dispute against JSSPS”

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.

No interest shall be payable on the amounts withheld, under the terms of the Contract Agreement.

8 Termination, Cancellation, Suspension and Foreclosure of Contract:

- 8.1 The company 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 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 Engineer-in-Charge, 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 Engineer-in-Charge, then on the expiry of the period as may be specified by the Engineer-in-Charge in a notice in writing.

Or

c) obtains a contract with the company 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 company 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 company.

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 company, then on the expiry of the period as may be specified by the Engineer-in-Charge 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 Engineer-in-Charge. JSSPS 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.

8.2 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. In the case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's 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.

b) 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.

c) 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 company 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 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.

8.3 On cancellation of the contract (except action as per clause 8.1 of GCC) or on termination of the contract, the Engineer-in-charge shall have powers:

a. carry out balance work through any means or through any other agency.

b. 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 the event of above course being adopted by the Engineer-in-charge, 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 engineer-in-charge 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 company shall not however arise in the case of termination of the contract for death/demise of the contractor as stated elsewhere.

8.4 Suspension of Work:

The JSSPS shall have power to suspend the work. The contractor shall on receipt of the order in writing of 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.

8.5 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 company, 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 the contractor at the contract rates full amount for works executed and measured at site up to the date of such abandonment.

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 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.

In the event of above course being adopted by the JSSPS, 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: JSSPS will issue Completion Certificate to the contractor, on his demand, after the successful completion of work and payment of final bill.

11 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, surplus materials, temporary structures etc. In case of contractor's failure to clear the site, the EIC shall have right to get the work done. The cost thereof shall be recovered from the final bill of the contractor.

12 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 work and the contractor/contractors shall co-operate in the works for the introduction and stores and materials and execution of his/their works.

ii) 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 JSSPS of such discoveries and carry out his instructions for dealing with him.

iii) The contractor shall in additions to any indemnity provided by the relevant clauses of the agreement or by law, indemnify and keep indemnified JSSPS 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, 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 work under the contract and against all claims/demands proceedings/damages, cost charges and expenses whatsoever in respect of or in relation thereto.

iv) The contractor is under obligation to hand over to the JSSPS the vacant possession of the site after completion of the work failing which 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 site after giving a 15 (fifteen) days' notice to the contractor.

b) **Insurance** – Contractor is advised to take insurance for the goods, site and other related in relation to the works required under this contract. Failing to do so, contractor will be sole responsible for any damage occurred to them. For all purposes, contractor will indemnify JSSPS for these losses. Due to the act of the contractor, if any loss is occurred to JSSPS, the contractor will compensate for the same. This is also required to safeguard the interest of JSSPS and to minimise any financial impact on contractor in adverse situations. The contractor is also advised to ensure that the insurance policy/policies is/are kept alive till full expiry of the contract. The cost of premium, if any, shall be borne by the contractor and it shall be deemed to have been included in the tendered rate.

v) After receipt of Letter of Acceptance of Tender, 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. This will form the part of Contract Agreement.

vi) 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 is advised, on receipt of letter of acceptance/work order, to obtain group personal accident insurance in respect of all the workmen engaged in the work for payment of Rs.15.00 (fifteen) lakhs or as per Govt.'s rules and regulations. 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.

13 Settlement of Disputes.

It is incumbent upon the contractor to avoid litigation and disputes during the course of execution of work. 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 Engineer-in-charge 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.

14 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.

15 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 Company.
 - 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 reform 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, EC, 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. 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 Tenders.

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SAFETY CODE

The Contractor must ensure safety of workmen as well as safety for the general public 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. Designated JSSPS Authority must ensure that contractor does not adopt any short-cut in this regard. 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. All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion. 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 Contractor shall not employ men and women below the age of 18 years on the work. Suitable face masks, hair masks, hand gloves etc. should be supplied for use by the workers by the contractor. Overalls & Adequate facilities shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the workers to wash during and on the cessation of work. Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by cooking materials. When the work is done near any place where there is risk of burning, all necessary equipment's 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. 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. 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 Labor Officer or Designated JSSPS Authority or their representatives. Notwithstanding the above points, 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.

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e-Tender Portal User Agreement

In order to create a user account and use the e-Tender portal you must read and accept this e-Tender portal User Agreement.

A. UNDERTAKINGS TO BE FURNISHED ONLINE BY THE BIDDER

I DO HEREBY UNDERTAKE

1. That all the information being submitted by me/us is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period, I/We will be liable to the following penal actions apart from other penal actions prescribed elsewhere in the tender document.
 - a. Cancellation of my/our bid/contract (as the case may be)
 - b. Forfeiture of EMD
 - c. Punitive action as per tender document
2. That I/we accept all terms and condition of NIT, including General Terms and Condition and Special/Additional Terms and Condition as stated there in the tender document as available on the website.
3. That I/we accept the Integrity Pact as given in the tender document (if applicable).
4. That I/we, am/are giving my/our consent for e-payment and submitting/ shall submit the mandate form for e-Payment in the format as prescribed in the document in case, the work is awarded to us.
5. That I/we do authorize JSSPS for seeking information/clarification from my Bankers having reference in this bid.
6. That I/we will upload original/certified photo/scanned of all the relevant documents as prescribed in the tender document in support of the information and data furnished by me/us online.
7. I/We confirm that I/We have not been banned or de-listed by any Govt. or Quasi Govt. agencies or PSUs. In case We are banned or delisted this information shall be specifically informed to the tender issuing authority.
8. That I/We accept all the undertakings as specified elsewhere in the tender document.
9. That this online agreement will be a part of my bid and if the work is awarded to me/us, this will be a part of our agreement with JSSPS.

B. TERMS AND CONDITIONS OF E-TENDER SERVICES AGREEMENT

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www.jharkhandtenders.gov.in is an e-procurement portal of Jharkhand.

THIS E-TENDER PORTAL AND RELATED SERVICES TO YOUR COMPLIANCE WITH THE USER'S TERMS AND CONDITIONS SET FORTH BELOW:

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY. YOU MAY NOT COMPLETE YOUR REGISTRATION AND USE THE E-TENDER PORTAL WITHOUT AGREEING TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW.

BY REGISTERING THE USER'S NAME AND PASSWORD, YOU AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW:

Bidder Registration, Password and Security:

Upon successful completion of Registration online, User ID and Password will be registered. You can login, only by giving valid User ID and Password and then signing with your valid Digital Signature Certificate.

The Online registration/enrolment of bidder on the portal should be done in the name of the bidder.

The person whose DSC is attached to the Registered Bidder should be either the bidder himself Or, duly authorized by the Bidder.

User ID and password are strictly personal to each Authorised User and non-transferable. The User shall ensure that its Authorised Users do not divulge or disclose their user ID or password to third parties. In the

event that the Authorised User comes to know that the User ID/Password has been/ might have been divulged, disclosed or discovered by any third party, user or its authorized user shall immediately modify the password using "Change Password" option. JSSPS will have no responsibility or obligation in this regard.

At the time of enrolment in the e-Tendering portal of JSSPS, the Bidders should ensure that the status of DSC is active on this site. The activation of newly issued DSC may take 24 hrs or more. Hence Bidders who are obtaining new DSC should register at least 24 hrs before the submission of Bid.

By registering in this portal, you forthwith assume the responsibility for maintaining the confidentiality of the Password and account, and for all activities that occur under your Password or Account. You also agree to (a). immediately notify by e-mail to Application Administrator/Nodal officer, of any unauthorized use of your Password or Account or any other breach of security, and (b) ensure that you log-out from your account at the end of each session. JSSPS shall not be liable for any loss or damage caused to you due to your failure to comply with the foregoing.

Registered user can modify or update some of the information in their profile as and when required at their own discretion. However, some information such as "User ID" are protected against changes by Bidder after enrolment and some other information such as "Bidder Name" etc. are protected against changes by Bidder after bid submission.

Modification of software:

With consent of Project Advisory Committee, e-procurement portal of Jharkhand, the Administrator of e-Tender portal, reserves the right to modify, add, delete and/or change the contents, classification and presentation of the information on the market place at any time as it may in its absolute discretion find to be expedient and without giving any notice. It is the user's responsibility to refer to the terms and/or any change or addition to the same while accessing the site.

JSSPS reserves right to interrupt/suspend the availability of the e-Tender system without any notice to the users.

System Requirements:

It is the user's responsibility to comply with the system requirements: hardware, software, Internet connectivity at user premises to access the e-Tender portal as mentioned in the home page in the link "Resources Required".

Under any circumstances, JSSPS shall not be liable to the Users for any direct/indirect loss incurred by them or damages caused to them arising out of the following:

- (a). Incorrect use of the e-Tender System, or;
- (b). Internet Connectivity failures in respect of the equipment used by the Users or by the Internet Service Providers, or;
- (c). Inability of the Bidder to submit their bid due to any DSC related problems, hardware, software or any other factor which are personal/ special/local to the Bidder.

Contents of Tender Information:

Tenders shall be published by the authorized Tender Inviting Authorities of the respective Tendering entities of JSSPS. In case of any clarifications arising out of the tenders, the users have to contact the respective Tender Inviting Authority.

Bid Submission Acknowledgement:

The User should complete all the processes and steps required for Bid submission. The successful Bid submission can be ascertained once acknowledgement is given by the system through Bid Submission number i.e. Bid ID, after completion of all the processes and steps. JSSPS is not responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and so the same will not be available to the Tender Inviting Authority for processing.

The acknowledgment is the only confirmation of submission of bid, which the bidder can show as a proof of participating in the tender. Other than this acknowledgement, no proof will be considered as a confirmation to the submission of a bid. If the bidder fails to produce this acknowledgement required for verification in case of dispute, his claim for submission of bid may not be considered.

Upload files:

The bidders have to ensure that the files being uploaded by them are free from all kinds of viruses and contain only the relevant information as stated by the Tender Inviting Authorities for the particular tender. It is not obligatory on the part of JSSPS to read each and every document uploaded by the Bidder. If any bidder/Company has uploaded/attached irrelevant data, bogus or fabricated certificates towards his qualification requirements to the respective tender then their user account will be liable for termination permanently or temporarily by JSSPS without any prior notice.

User Conduct:

You agree that all information, data, text, software, photographs, graphics, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from

which such Content is originated. This means that you are entirely responsible for all Content that you upload, post, email or otherwise transmit via the e-Tender portal.

JSSPS does not control the Content posted via the e-Tender portal and, as such, does not guarantee the accuracy, integrity or quality of such Content. Hence under no circumstances, JSSPS is liable in any manner for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Site.

Amendments to a tender published:

You agree that the JSSPS companies reserves the right to re-tender /cancel a tender or extend the closing date or amend the details of tender at any time by publishing corrigendum as applicable.

Special Admonitions for International Use:

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online content and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data to and from India or the country in which you reside.

Links:

The Site may provide, links to other World Wide Web sites or resources. Because JSSPS has no control over such sites and resources, you acknowledge and agree that the JSSPS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources.

You further acknowledge and agree that the JSSPS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, Goods or Services available on or through any such site or resources.

Miscellaneous:

This Agreement shall all be governed and construed in accordance with the laws of India & applicable to agreements made and to be performed in India. The e-Tender portal's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. JSSPS may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

Governing Law:

Terms shall be governed by, and construed in accordance with, Indian law. The parties agree that the principal civil court of the place where the registered office of JSSPS is situated shall have non-exclusive jurisdiction to entertain any dispute with JSSPS

JSSPS reserves the right to initiate any legal action against those bidders violating all or any of the above-mentioned terms & conditions of e-Tender services agreement.

Modification of terms of Agreement:

JSSPS reserves the right to add to or change/modify the terms of this Agreement. Changes could be made by us after the first posting to the Site and you will be deemed to have accepted any change if you continue to access the Site after that time. JSSPS reserves the right to modify, suspend/cancel, or discontinue any or all services/ make modifications and alterations in any or all of the content, at any time without prior notice.

Policy and Security:

General Policy:

JSSPS is committed to protecting the privacy of our e-Tender site visitors. JSSPS does not collect any personal or business information unless you provide it to us voluntarily when conducting an online enrolment, bid submission etc. or any other transaction on the Site.

Information Collected:

When you choose to provide personal or business information to us to conduct an online transaction, we use it only for the purpose of conducting the specific online transaction that you requested. The information is also used for the purpose of vendor searches. For each online transaction, we require only a minimum amount of personal and business information required to process your transaction.

When you visit our portal to browse, read pages, or download information, we automatically collect and store only the following information:

The Internet domain and IP address from which you access our portal;

The date and time you access our portal;

The pages you visit

This information would help us to make our site more useful to visitors and to learn about the number of visitors to our site and the types of technology our visitors use.

We do not give, share, sell or transfer any personal information to a third party unless required to do so by law. If you do not want any personal or business information to be collected, please do not submit it to us; however, without this required information we will be unable to process your online bid submission or any other online transaction. Review, update and correction of any personal or business information can be done directly on the Site.

Use of Cookies:

When you choose to enter into an online transaction, we use cookies to save the information that you input while progressing through the transaction. A cookie is a very small amount of data that is sent from our server to your computer's hard drive. By enabling this feature, the cookie will remember the data entered by you and next time when you visit this site, the data stored in the cookie will be available in future.

Security:

The Site has security measures in place to protect against the loss, misuse and alteration of information under our control.

e-Mail/ SMS Notifications:

The GePNIC eProcurement Server has functionality of automatically sending e-Mail / SMS alerts at various events as per the bidder's preference. There is no manual intervention while sending these pre-defined e-Mail / SMS alerts. All events for which e-Mails / SMS being sent is also available to users on the Dash Board / the user login of the Bidder. Although all efforts will be made to ensure timely delivery of e-Mail / SMS, due to dependency in various other external factors, the delivery of e-Mail / SMS may not be assured and bidders are requested to check the portal on a periodic basis for any such events. Non receipt of e-Mail / SMS cannot be quoted as a reason for failure of service as this is an added facility being provided to users.

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ANNEXURES

PROFORMA FOR LETTER OF BID**FORMAT OF “Letter of Bid”**

To,
The Tender Inviting Authority
Jharkhand State Sports Promotion Society

Sub. : Letter of Bid for the work “Operation, Maintenance and Repair of Electrical Installations installed at Mega Sports Complex, JSSPS, Khlegaon, Ranchi for a period of 02 (Two) Years”

Ref. : 1. NIT No.- 01 of 2026-27
2. Tender ID No. 2026_JSSPS_112431_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 JSSPS.

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.

**PROFORMA FOR UNDERTAKING TO BE UPLOADED BY BIDDER/S (ON THEIR LETTER HEAD) REGARDING RELATIVES AS EMPLOYEES OF COMPANY, ARBITRATION CLAUSE (IN CASE OF PARTNERSHIP FIRM), 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.

OR

The details of relatives of Myself/Our Partners/Directors working as employee of JSSPS 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 / Step-Sister.

2. *I/We hereby confirm that we have registration with CMPF / 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 CMPF / 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 / Wehave 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), partners of(Name of Partnership Firm) hereby consent to abide by the relevant provisions of General Terms and Conditions of CMM/MCEW pertaining to arbitration.

(Applicable in case of Partnership firm)

5. We certify that the works/services offered by us against the tender for the work “Operation, Maintenance and Repair of Electrical Installations installed at Mega Sports Complex, JSSPS, Khlegaon, Ranchi for a period of 02 (Two) Years” against NIT No./Tender ID: 2026_JSSPS_112431_1 Date: 06.04.2026 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 company (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 / Wehave 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 UNDERTAKING
FORMAT OF UNDERTAKING**

We solemnly declare that:

1. I/We am/are submitting Bid for the work “Operation, Maintenance and Repair of Electrical Installations installed at Mega Sports Complex, JSSPS, Khlegaon, Ranchi for a period of 02 (Two) Years” against Tender ID No. 2026_JSSPS_112431_1 date: 06.04.2026 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 fulfilment 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.

PROFORMA FOR EXECUTION OF AGREEMENT.

(Specimen to be vetted by Legal Department))

STAMP PAPER

(of appropriate value as per Stamp Act)

This agreement is made on day of between (Name of Company) having its registered office at (hereinafter called the ‘COMPANY’ 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 Company 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 Company 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 Company, 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 company 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)* .

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 Srion behalf of
(Name of Company) in presence of -

Signature

1. Name :
2. Address: .

Signature

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 regards 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~~

~~e) 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;~~

~~e) 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 of JSSPS, with the Competition Commission of India.~~

~~e) 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
..... (Name of the company) 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 (name of the Company) (hereinafter called “the Company”) 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 Company 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 company the said sum of or such portion as shall then remain due with interest without requiring the Company 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 company to compel such payment by the contractor.

Any such demand shall be conclusive as regards the liability of the Contractor to the company 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 the company 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 be day 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 company, the Bank shall renew the period of the Bank Guarantee failing which it shall pay to the company the said sum of or such lesser amount of the said sum of as may be due to the company and as the company may demand.

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

The Bank further agrees with the company that the company 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 Company against the contractor and to forebear 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 company or any indulgence by the Company 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 company the said sum of or such lesser sum as may then be deemed to the Company and as the Company 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 Company 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 date of guarantee shall cover a period of minimum one year or 90 days beyond the date of completion 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 Company 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 SBI Net / 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