

NIT No: CEO/LMC/JSSPS/K/EnM/2025-26/599

Date : 14.08.2025

NIT No. 01 of 2025-26

निविदा सूचना
Notice Inviting Tender

1. Tenders are invited on-line under **Two Part System** 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)
Replacement of 2x400W Metal Halide Light Fittings (Existing) with Supplied 400W±5%, LED Flood Light Fittings suitable for Sports Lighting including 05(Five) Years CAMC-cum-Warranty/ Guarantee at 03 (Three) nos. of Indoor Stadiums (Harivansh Tana Bhagat Indoor Stadium, Thakur Vishwanath Shahdeo Indoor Stadium & Ganpat Rai Indoor Stadium) at Mega Sports Complex, JSSPS, Khelgaon, Ranchi.	Mega Sports Complex, JSSPS, Khelgaon, Ranchi, Jharkhand	13478432.00 (Rupees One Crore Thirty Four Lakhs Seventy Eight Thousand and Four Hundred Thirty Two)	168500.00	90 days for Supply, Installation, Testing & Commissioning + 05 Years (1826 days) for CAMC cum Warranty / Guarantee

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	20.08.2025	03:00 PM
b.	Document download start date	20.08.2025	03:00 PM
c.	Document download end date	05.09.2025	05:00 PM
d.	Bid Submission start date	21.08.2025	10:00 AM
e.	Bid submission end date	05.09.2025	05:00 PM
f.	Start date for seeking Clarification on-line	20.08.2025	03:00 PM
g.	Last date for seeking Clarification on-line	25.08.2025	05:00 PM

h.	Date of Pre-bid meeting (if any)	NA	NA
i.	Technical Bid (Cover I) opening date	06.09.2025	05:00 PM
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:

Only Original Equipment Manufacturer (OEM), in his own capacity (not through their any channel partner), is allowed to participate in this tender. Further, OEM will submit only one offer on their behalf.

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) in Cover I (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
A. Non-Recyclable Documents: No recycling will be done for these documents i.e. no further clarification will be sought from bidders. These documents are the Part of 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
B. Recyclable Documents: If there is some deficiency in uploaded documents corresponding to the information furnished online, the same could be asked from the bidders as shortfall documents, further elaborated elsewhere. These documents are the Part of Eligibility Criteria.	
1	Work Experience
2	Financial Turnover
3	Undertaking by bidder on his/her/their Letter Head as per Annexure-III
4	Digital Signature Certificate
5	Valid Electrical Contractor's License
6	Proof of OEM
7	Details of Make & Model of the Offered LED Flood Light Fittings suitable for Sports Lighting.
8	Miscellaneous Document
9	LM-79 & LM-80 Test report and Type Test Certificate from NABL accredited-Laboratory and BIS (For both Luminaire & Driver)

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: Supply, Installation/fixing, Testing and Commissioning of LED Flood/Sports Lights in a Sports Stadium (Indoor or Outdoor) anywhere in India.

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

Experience for those works only shall be considered for evaluation purposes, which match eligibility requirement stipulated above, on or before the last day of month previous to one in which tender has been invited (publication date of NIT). The experience of incomplete/ongoing works as on last date of eligibility period will not be considered for evaluation. If the referred work includes construction as well as maintenance and/ or operation after construction, the experience of such work may be considered as 'acceptable' if the construction part is completed as on the last date of 'eligibility period', even if maintenance work is ongoing, and the certificate issued clearly stipulates the same.

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

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

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

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

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

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

11.2.7 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.

11.2.11 **Proof of OEM:** - Any one of the following valid documents.

- a) Factory license/Manufacturing license.
- b) BIS license/certificate of quoted item showing OEM name and Factory address

11.2.12 **Details of Make & Model of the Offered LED Flood/Sports Light Fittings:-** Make and Model of the offered LED Flood/Sports Light fittings on the OEM's letterhead. The bidder must ensure that the Technical Specifications of LED Flood Light fittings as given in the NIT match the offered product supplied upon award of the contract.

11.2.13 **Miscellaneous Document:-** Technical compliance of all the required technical parameters as **given in the NIT elsewhere** of LED Flood Light fittings suitable for Sports Lighting on OEM's letterhead duly sealed and signed by the OEM.

11.2.14:- The bidder must submit the following test reports and certificates along with their offer:

- a. **LM-79 Test Report**
- b. **LM-80 Test Report**
- c. **Type Test Certificate** of the offered item from a NABL-accredited laboratory of last five years.
- d. **Valid BIS Certification** (complete license) for both Luminaire and Driver in respect of tendered/quoted LED Flood Light

These documents must be in compliance with relevant standards.

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 (Not applicable for this NIT): 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 and GST component (to be paid by JSSPS and/or the bidder) will appear as a separate entity. The component of GST will be taken by the system based on the status of bidder selected by the bidder during bid submission and with the pre-defined business logic given in the BOQ file by the department. This file will be digitally signed and uploaded by the bidder after ascertaining the correctness of facts and figures.

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

System for decision of L1 bidder

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

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

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

27. Award of Work: -

- a) Techno-commercially established L1 bidder will be recommended for the Award of the work.
- b) If L1 bidder backs out (i.e. Techno commercially established L1 bidder), the EMD will be forfeited and the bidder will be debarred for minimum one (1) year from participating in tenders in JSSPS. In such case, the case may be re-tendered (if required) (with the same or different quantity, as per the instant requirement at that time).

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.

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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 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 @10% 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/debarring 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 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.

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.

The company 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. The company 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 the company. 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.

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

Period of the present contract will have two parts. During first 90 days, the bidders have to complete & commission the work and thereafter comprehensive AMC (CAMS) cum Warranty/Guarantee will start for the period of 5 (Five) years on 24 Hrs. x 7 Days basis. However, the period of 5 years will be counted from the date of successful commissioning of work (including any extension for the work for commissioning beyond 90 days, if any), also mentioned elsewhere in this bid document. For the starts of CAMS cum Warranty/Guarantee period, a formal communication will be issued by Engineer-in-charge. Normally, extension of time is not considered for this contract, however, extension of time till successful commissioning of work could be considered in special circumstances. There will be no extension for the period of CAMS cum Warranty/Guarantee.

6. **Payments:** The clear/error-free Running on Account (RA) Payments may be made at intervals of 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.

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.

PAYMENT SCHEDULE

1. 75% payment of contract value shall be made after successful Supply, Installation, Testing & Commissioning.
2. Out of the above 50% payment of contract value will be made after supply and acceptance of the materials. Rest 25% payment of contract value shall be made after successful Installation, Testing & Commissioning.
3. Remaining balance i.e. 25% of contract value will be paid on quarterly basis during the 05 years CAMC-cum-Warranty/Guarantee period.
4. No retention money will be deducted from the bills. However, deduction of amount on account of Performance security/Additional Performance security will be dealt as per this bid document, mentioned elsewhere, if required.
5. During CAMC period, if breakdown persists for more than 48 Hrs, Penalty will be deducted as per applicable clause.

PENALTY: For unsatisfactory performance during CAMS cum Warranty/Guarantee period will be as below:

Formula for calculation of Penalty when Breakdowns rectified after 48 Hrs. during CAMC-cum-warranty/Guarantee period.

- a) Penalty upto 48 Hrs : NIL
- b) If Breakdown exceeds 48 Hrs., the exceeded Hrs. may be converted into days. E.g. 24 Hrs. and Part of 24 Hrs. shall be treated as 1 (One) day.
- c) Formula: $P \text{ (Penalty in Rs.)} = (\text{No of exceeded days after 48 Hrs.} + 1) * (5\% \text{ of the Contract value i.e. for 1 year CAMC}) / 365 \text{ days}$
- d) Example for Calculation of Penalty: Let Total B/D Hrs. is 128 i.e. B/D exceeds 80 Hrs. after first 48 Hrs. of exemption.
Hence, No. of exceeded days after 48 Hrs. will be $(3 * 24\text{Hrs}) + 8 \text{ Hrs.} = 4 \text{ days}$
Let, 01 year CAMC Value is Rs. 5,00,000.00
Hence, $P \text{ (Penalty in Rs.)} = (4 + 1) * 500000.00 / 365 = 5 * 1369.86 = \text{Rs } 6849.32$

7. Termination, Cancellation, Suspension and Foreclosure of Contract:

7.1 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.

7.2 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.

7.3 On cancellation of the contract (except action as per clause 6.1 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.

7.4 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.

7.5 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.

8. 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.

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

10. 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.

11. Additional Responsibilities of the Contractor(s):

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

i) The JSSPS reserves the rights to let other contractors also work in connection with the 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. But, in all cases, whether group insurance for the workmen is taken or not by the contractor, the responsibility of payment of special relief/ex-gratia amount shall lie exclusively with the Contractor only. Contractor may furnish a proof of such insurance policy, if obtained. If the contractor fails to disburse the special Relief/Ex-gratia within the due date, the JSSPS may make payment to the eligible dependent as mentioned herein above. However, such amount shall be recovered from the Contractor from his dues in JSSPS.

12. 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.

13. 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.

14. 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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SCOPE OF WORK

FOR CONTRACTOR:

1. Time of Completion of the Contract: 90 days for Supply, Installation, Testing & Commissioning + 05 Years (1826 days) for CAMC cum Warranty/Guarantee.
2. Disconnecting & Dismantling Existing 2x400W MH Light Fittings and storing them to the Store Room in safe manner without damaging.
3. Suppling, Designing, Fixing and Alignment of 400W±5% New LED Light fitting including Mounting & Electrical connections as required for homogeneous distribution of lumens.
4. Providing all the Manpower, Loading, Unloading, Transportation, Tools & Tackles, MCBs, Nuts & Bolts, Screws, Safety Devices, Winches, Ropes, Ladders, Connecters, Cables, Wires, Glands, Ferules and other accessories as required for proper and safe execution of work.
5. Testing and Commissioning of installations for achieving desired results.
6. After successful Testing and Commissioning and certification by Engineer-in-charge, 05 (Five) years Comprehensive Annual Maintenance Contract (CAMC) cum Guarantee / Warranty period will start.
7. During CAMC period minimum 02 monthly service visits will be mandatory even if there is no Breakdown reported. In the case of Breakdowns, any number of service visits may be required.
8. During rectification of breakdowns, providing all the manpower & tools required for all the necessary jobs e.g. dismantling, hoisting, repairing, refixing, safety devices, tools and transportation to & from the workshop etc. will be responsibility of contractor.
9. Repair action of the Breakdown shall be completed within 48 (Forty-Eight) Hrs. of Reporting of Breakdowns, otherwise, Penalty will be applicable.
10. Service Reports in Printed format will be prepared after every Service visit in triplicate. Service reports will also indicate B/D and Rectification Dates & times. Service reports will be signed by Service representative of contractor and representative of JSSPS.
11. First copy of the Service report will be submitted to Member (E&M), JSSPS, second copy will be kept by the contractor and the Original will be submitted with the bills for payment.
12. It is preferably for the contractor to maintain his service office at Jharkhand after award of the work for speedy, smooth operation and attending the breakdowns. Contractor will provide address of their service office including two working Mobile Nos. and E-mail address for reporting any breakdown after award of work.
13. The contractor will keep & maintain sufficient quantities of spare Light Fixtures, Spares, Service personals including tools & tackles, 5% spare drivers to be kept at site so that breakdowns could be rectified well below the 48 Hrs. limit.
14. The contractor will clean the workplace every day at the end of completion of days work.
15. As LED is fast changing technology. If any fixture needs to be replaced subject to manufacturing defect or other technical reasons as per warranty conditions and if the same model is not available in OEM's product range, then the fixture may be replaced with another Model having equivalent technical specifications.
16. Before bidding, bidder may visit to locate lighting points as per tender requirement.
17. Survey may be done by the bidder before bidding to find quantity required for various accessories and electrical components like MCBs, MCCBs, wires, cables etc.
18. Lux level survey to be done after final installation and commissioning and it should match with Tender requirement and design submitted by bidder during bidding.

FOR JSSPS:

1. JSSPS will provide temporary space for storing new light fixtures till installation.
2. JSSPS will provide Store room for safe keeping of Old Light fixtures.
3. JSSPS may provide one room to the contractor at the campus for storing the spares, tools & tackles only for the contract period, on request.
4. Providing electricity free of cost will be responsibility of JSSPS for execution of work including testing, commissioning and normal operation.
5. JSSPS shall maintain a Register indicating Date & Time of Breakdowns and its rectifications.

TECHNICAL SPECIFICATIONS OF LUMINAIRE

Sl. No.	Technical Parameters	General Specifications
1	Luminaire Housing	Die cast Aluminium with manufacturer emblem/logo embossed into the housing (No Sticker allowed) .
2	Lens & Optical cover	Poly Carbonate
3	Beam Angle	As per Lighting Design, Optics should be glare free
4	System Wattage	400 W \pm 5%
5	System Lumen Output	\geq 48000 lumens
6	System Efficacy	Minimum 120 lm/w
7	CRI, TLCI	>90, TLCI >90
8	Powder Coating material	Housing should be corrosion resistant Nano Technology powder coated. 5/7 tank dip process is not allowed
9	CCT	5700K +/- 355K As per ANSI C78:377A
10	SDCM	<5
11	Input Voltage	140-270V
12	Frequency	50Hz \pm 5%
13	Power Factor	>0.95
14	Driver Type	Integral
15	Surge protection	10KV (integrated in LED driver) + 20kV External
16	Luminaire life time	Min 50k hours (L70B50)
17	Operating temperature	Outdoor: 0°C < Ta < 50°C
18	IP	min IP66
19	IK	min IK08
20	Make of LED	CREE/ NICHIA/ Lumileds/ OSRAM
21	Approbation	BIS Compliance for Luminaire and Driver
22	Sustainability	RoHS Complied
23	Flicker	<1%
24	Serviceability	Class B
25	Test Reports	LM-79 and LM-80 test report, Type Test Certificate from NABL accredited Laboratory, BIS (For both luminaire & driver) should be submitted along with the offer
26	Safety Features	IEC 60598, IS 10322-5, IS 161-03/05/06/07 Surge: IEC 61000-4-5, EMC: EN 55015 Mis Wiring, Short Circuit, Over Voltage & Under Voltage, Thermal Protections, Open Circuit & Output failure protections, Line-Line 440VAC Withstand capacity up to 4Hrs.
27	Mounting	To be mounted from Indoor catwalk (Harivansh Tana Bhagat Indoor Stadium ~13 Mtrs, Thakur Vishwanath Shahdeo Indoor Stadium ~14 Mtrs and Ganpat Rai Indoor Stadium ~ 12 Mtrs)
29	THD	<10%

Lighting Design requirements

The Lighting system should be designed to cater Competitions of National level Indoor sports.

Design Maintenance factor should be considered as 0.90 only.

The Lighting design should meet minimum below criteria as per below:

Lux level should meet the criteria as per AGFIS National level competition standards given below:

	Average	Uniformity min/Avg	Uniformity Min/max
Horizontal Illuminance	1000-2000Lux	0.70	0.50
Fixed Camera Vertical Illuminance	1000 Lux	0.60	0.40

Glare Calculation

Detailed glare calculations to be submitted in the design as per below parameters

- Calculation for GR values should as per CIE 112 Standards.
- Minimum 40 Observer positions for field of play.
- For each observer glare to be calculated for 360 degree viewing angle with step width of 15-degree, slope angle +5 degree and maximum value to be evaluated.
- The maximum value of GR should be <50 for all Observer positions for each of the field and should be submitted in the bid.

1. Harivansh Tana Bhagat Indoor Stadium.

Parameter	Details
Field Of Play	72 X 46 Mtrs
Mounting Height	Around 13Mtr
System Wattage	400 W \pm 5%
Calculation/Measurement Grid	2.5Mtr X 2.5Mtr
Camera Position Coordinates	Standard camera positions to be considered for design purpose

2. Thakur Vishwanath Shahdeo Indoor Stadium

Parameter	Details
Field of Play	81 X 39 Mtrs
Mounting Height	Around 14Mtr
System Wattage	400 W \pm 5%
Calculation/Measurement Grid	2.5Mtr X 2.5Mtr
Camera Position Coordinates	Standard camera positions to be considered for design purpose

3. Ganpat Rai Indoor Stadium

Parameter	Details
Field Of Play	53 X 45 Mtrs
Mounting Height	Around 12Mtr
System Wattage	400 W \pm 5%
Calculation/Measurement Grid	2.5Mtr X 2.5Mtr
Camera Position Coordinates	Standard camera positions to be considered for design purpose

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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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YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE.

You may print and download portions of material from the different areas of the website solely for your own non-commercial use provided that you agree that you shall not change or delete any copyright or proprietary materials from the site.

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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 “Replacement of 2x400W Metal Halide Light Fittings (Existing) with Supplied 400W±5%, LED Flood Light Fittings suitable for Sports Lighting including 05(Five) Years CAMC-cum-Warranty/ Guarantee at 03 (Three) nos. of Indoor Stadiums (Harivansh Tana Bhagat Indoor Stadium, Thakur Vishwanath Shahdeo Indoor Stadium & Ganpat Rai Indoor Stadium) at Mega Sports Complex, JSSPS, Khelgaon, Ranchi.”

Ref. : 1. NIT No.- 01 of 2025-26
2. Tender ID No. 2025_JSSPS_103854_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/Joint Venture), partners of(Name of Partnership Firm/Joint Venture) 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/Joint Venture)

5. We certify that the works/services offered by us against the tender for the work “Replacement of 2x400W Metal Halide Light Fittings (Existing) with Supplied 400W±5%, LED Flood Light Fittings suitable for Sports Lighting including 05(Five) Years CAMC-cum-Warranty/ Guarantee at 03 (Three) nos. of Indoor Stadiums (Harivansh Tana Bhagat Indoor Stadium, Thakur Vishwanath Shahdeo Indoor Stadium & Ganpat Rai Indoor Stadium) at Mega Sports Complex, JSSPS, Khelgaon, Ranchi.” against NIT No./Tender ID: 2025_JSSPS_103854_1 Dated: 14.08.2025 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 “Replacement of 2x400W Metal Halide Light Fittings (Existing) with Supplied 400W±5%, LED Flood Light Fittings suitable for Sports Lighting including 05(Five) Years CAMC-cum-Warranty/ Guarantee at 03 (Three) nos. of Indoor Stadiums (Harivansh Tana Bhagat Indoor Stadium, Thakur Vishwanath Shahdeo Indoor Stadium & Ganpat Rai Indoor Stadium) at Mega Sports Complex, JSSPS, Khelgaon, Ranchi” against Tender ID No. 2025_JSSPS_103854_1 dated: 14.08.2025 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

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

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE
SECURITY

To

.....

.....

Re: Bank Guarantee in respect of Contract No....., Dated..... Between
..... (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