INTERNATIONAL STADIUM COMPLEX, H.E.C. CAMPUS, DHURWA, RANCHI- 834004.

PART-I TENDER DOCUMENT

FOR DESIGN, ENGINEERING, MANUFATCURE, TESTING, PACKING, SUPPLY, TRANSPORTATION, UNLOADING, STORAGE, ERECTION, TESTING & COMMISSIONING OF LED BASED HIGH MAST ILLUMINATION SYSTEM FOR

OVAL GROUND AT J.S.C.A. INTERNATIONAL STADIUM AT DHURWA RANCHI.



JHARKHAND STATE CRICKET ASSOCIATION

DHURWA, RANCHI 834004,

JHARKHAND

Email: jscaranchi@gmail.com
Website: www. https://cricjharkhand.org

Tender No.: JSCA/RNC/166/61/2021

Publication Dated: 05.02.2021

Last date of submission: 01.03.2021

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SECTION - 1

NOTICE INVITING TENDER (NIT)

Sealed Tenders are invited under two bid systems (Part- I: Technical and Commercial Bid and Part –II: Price Bid) from experienced & eligible OEM & Suppliers of High Energy, High Efficiency, Luminaires for Design, Engineering, Manufacture, Testing, Packing, Supply, Transportation, unloading, storage, erection, Testing & Commissioning of High Mast Illumination System with LED Luminaires for Oval Ground at J.S.C.A. International Stadium, Dhurwa, Ranchi.

Tender document can be downloaded from the official website of JSCA, www.cricjharkhand.org. Tender carries a non-refundable tender fee of ₹ 10,000/- (Rupees Ten Thousand only) to be paid through a Demand Draft drawn on any scheduled commercial bank in India in favour of "Jharkhand State Cricket Association" payable at Jamshedpur.

SCHEDULE TO TENDER

Publication of Tender	05.02.2021			
Cost of Tender	Rs.10,000/- in the form of Demand draft (Non-refundable) to be submitted along with Techno Commercial Bid payable to Jharkhand State Cricket Association payable at Jamshedpur			
	, , ,			
Minimum Validity of tender offer	90 (Ninety) Days			
Date of Site Visit & Pre-Bid Meeting:	On 15.02.2021; 11.00 AM to 12.30 PM for visit and Pre-bid Meeting at 2.30 PM at Conference Room, First Floor, J.S.C.A. Office, International Cricket Stadium, Dhurwa, Ranchi			
Last date and time for				
l <u></u> .	01.03.2021 (up to 1500 hrs.)			
submission of Tenders:				
Tentative Date & Time of Opening of Techno Commercial Bid:	01.03.2021 (at 1600 hrs.)			
Tentative Date & Time of Opening of	Will be informed through JSCA website/mail			
Price Bid	after evaluation of Techno Commercial Bid.			
Bid Security Deposit (EMD)	Rs.5,00,000/- (Rupees Five Lakh only) to be Submitted alongwith the Bid only in the form of Demand Draft payable to Jharkhand State Cricket Association payable at Jamshedpur.			
Duration of Contract	The entire Project shall be completed within a period of 6 (six) months from the date of issue of LOI.			
Performance Security Bank Guarantee	10% of the total quoted Price			
Performance Guarantee Validity	24 (Twenty four) months after commissioning certificate date			
Bids shall be addressed and sent to	The Chief Executive Officer, J.S.C.A, Dhurwa, (Jharkhand) 834 004.			

For any update/amendments/corrigendum's please visit association website regularly www.cricjharkhand.org

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SECTION - 2

ELIGIBILITY CRITERIA FOR BIDDERS

- 1. The bidder must be a legally valid entity either in the form of a Public Limited/Private Limited company established under the Companies Act/Registered Partnership Firm/Proprietorship Firm registered under relevant Act and Original Equipment Manufacturer [OEM] & Supplier of High Energy, High Efficiency, LED Luminaires.
- 2. In case the Bidders forms a Consortium, for executing this work in the event of award, the Bidders shall submit a legally binding Agreement between the members. The Agreement will clearly indicate the division of work and the leader of the consortium be the OEM & Supplier of High Energy, High Efficiency, LED Luminaires, who will be responsible for the work and held accountable for the work by EMPLOYER (JSCA). The Leader will not be allowed to change the partner after submission of the bid and during the tenure of the contract. The partners shall collectively meet the Eligibility Criteria. Consortium Members shall be jointly and severally responsible for the execution of the work/contract.
- 3. One OEM supplier can submit only one bid either independently or as a part of a Consortium. In case, it is found that an OEM supplier has submitted more than one bid, all the bids in which they have participated will stand rejected.
- 4. The Bidder must be registered with EPFO, ESIC, and Tax Authorities as Income Tax and Goods and Service Tax for which the bidder has to submit necessary documents such as EPF, ESI Registration, PAN, TAN, and GST Registration Certificates etc.
- 5. The Bidder must have experience of having executed High Mast [30 meter high or more] Illumination systems for Stadiums hosting National Hockey, Football or Cricket events for at least three stadiums during last five years out of which at least one High Mast Illumination System shall be based on High Power, High Efficiency, LED based luminaires for National Stadiums hosting Cricket Tournaments which must be operational for a period of atleast 1 (one) year as on 31-12-2020.
- 6. The value of such work should be atleast successfully carried out with one single work order of more than or equal to **Rs. 4.00 Crore (Rupees Four Crore only)** during last five years. Photo copies of LOI and completion certificate are required to be submitted along with the bids as documentary evidence.
- 7. The bidder shall have adequate number of qualified, trained and experienced Engineers/Managers, who have independently Designed, Engineered and executed the High Mast Illumination System for Sports Stadium for its clients. The bidder shall be ready to commit such person in the bid, who in the event of the order will undertake the work on behalf of the bidder. The bidder shall submit CVs of key personnel along with the bid.
- 8. The bidder must submit Customer Satisfactory Performance Report (CSPR) from organizations for which experience certificate is being submitted in support of the eligibility for which they have provided the qualifying works. Such CSPR must be signed by the authorized signatory (with his name, designation, phone & e-mail address) of the client organization concerned.
- 9. The bidder may preferably have a branch office in Ranchi, Jharkhand.

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SECTION - 3

SCOPE OF WORK AND SERVICES OF THE CONTRACTOR AND THE BATTERY LIMITS

1.0 Scope of work and services & supplies

This Tender Specification covers entire scope of work covering the design, engineering, manufacture, testing, packing, loading, transportation, supply, storage at site, unpacking, erection, testing and commissioning, performance guarantee tests and post commissioning warranty services for a period of 2 years and 3 years Annual Maintenance Services thereafter, for the complete high mast Illumination system on turnkey basis for

- a/ Oval Cricket ground and
- b/ Replacement of 24 numbers of Halogen Luminaires on the existing High Mast of Main Stadium at the International Cricket Stadium, JSCA at Dhurwa, Ranchi.
- 1.1 The scope of services and supplies shall cover the following:
 - a. Survey and selection of suitable locations for providing High Masts in accordance with the requirements and design for the Oval Ground.
 - b. Undertaking Soil testing at the locations identified for erection of the High Masts.
 - c. Design and providing suitable civil foundations as per relevant ICC standards, Indians Standards and specifications.
 - d. Design, manufacture, testing, supply, erection of galvanized steel high mast structures along with Ladders/intermediate platforms, fall arrestor & other necessary safety devices, Top platform complete with railings, ladders, GI frame for mounting Luminaires etc. & civil foundations as per relevant ICC standards, Indians Standards and specifications all complete.
 - e. Design, manufacture, supply, erection, testing & commissioning of the following:-
 - Electric Hoists as per the specifications and applicable standards for hoisting luminaires, etc. to top platform.
 - ❖ Luminaires as per relevant ICC standards, Indians Standards and specifications.
 - Control and Protection panels, wiring/cabling, etc. as per all relevant ICC standards, Indians Standards and specifications. This shall include PLC based systems to automatically control the illumination levels of the playground.
 - ❖ L.T. Distribution Boards with necessary controls, interlocks and protections, wiring/cabling (both underground and over ground), etc. as per all relevant Indians Standards and specifications.
 - Lightning protection system for the complete system under the Contractor's scope.
 - Earthing systems [power and electronics] for the complete system under supply.
 - Aviation obstruction Lights as per relevant Indians Standards and specifications.
 - f. Carry out Liaison work and obtaining all necessary clearances from statutory bodies, Electrical Inspectorate, etc. for the Project.
 - g. Familiarize the JSCA staff with the salient features of the system and Impart Training to JSCA staff in operation, trouble shooting & basic maintenance of the system supplied.

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- h. The scope of work shall also include any other services, material or works which are not specifically included in the tender document/specification but which are essential for the completion of the Project. The bidder shall quote separately and clearly for any such additional items/services/works. In absence of any such details in the quotation by the bidder, all such items/services/works shall be deemed to be included in the quoted price of the bidder and Bidder shall carry out all these services/works/items at no extra cost to JSCA.
- i. Carry out Annual Maintenance work for the system supplied for a period of 3 years after the expiry of free warranty maintenance period of 2 years. The Bidders to note that while arriving at the Lowest Bidder [L1], the prices quoted for the Annual Maintenance for 3 years shall also be added to the prices quoted for the project.
- 1.2 The bidder will additionally undertake to replace 24 numbers halogen based lighting sub-system of existing High masts system [6 numbers] for the main stadium. The details of the same shall be furnished during the pre-bid meeting.

Dismantling the existing halogen Luminaires along with structures/cables etc., not required and transporting them to Employers stores.

1.3 Battery Limits

The power supply for the High Mast System for the Oval Ground shall be made available from 1 numbers outgoing feeder of L.T. Distribution Board located in the main Sub-station of International Cricket Stadium. The route length for the cable is approx... 300 m. The incoming cables from substation to the Main Electrical Room of the Project will be laid underground along the Boundary as per the applicable standards.

The scope of work of the present contractor shall begin from the outgoing terminals of the outgoing Circuit Breaker Feeder terminal [including cable lugs, bolts/nuts etc.] of the existing Distribution Board.

1.4 Exclusion from the Scope of the Contractor (Successful bidder)

There are no exclusions from the scope of work & Services of the Contractor for the subject Project. The bidders may please note that tenders with exclusions may be summarily rejected.

1.5 Employers Responsibilities

- 1.5.1 The Employer will provide the site for construction of civil works and erection testing & commissioning of High Masts, Luminaries, Electrical & Automation system and all associated systems and works.
- 1.5.2 The Employer will provide construction water and construction power supply at one point near the work site. It will be the responsibility of the contractor to draw water and power from this point.
- 1.5.3 The Employer will be making the applications required for the various statutory approvals required for the Project and pay the associated fees. The contractor shall carry out all the liaison work and obtain the approvals according to the requirement of the Project.

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SECTION - 4

INSTRUCTIONS TO BIDDERS

1. ONE BID PER BIDDER:

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2. The bidder shall bear all costs associated with the preparation and submission of his bid and JSCA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3. VISIT TO THE STADIUM: Site Visit & Pre-Bid Meeting:

- A/ On 15.02.2021; 11.00 AM to 12.30 Pm for visit and Pre-bid Meeting at 2.30 Pm. A soft copy of the presentation shall also be made available to JSCA. 20 minutes slot will be allotted to each interested bidder who wish to make presentation from 2.30 pm onwards.
 - B/ The pre-bid meeting will be held on 15.02.2021 at Conference Room, First Floor, Office Block, JSCA for interaction and seeking clarifications on the tender conditions, if any after presentation. Participation in the Site Visit & Pre-Bid Meeting is optional but desirable. A maximum of two authorized persons per bidder shall be allowed to participate in it. The Bidders may seek any clarification regarding the Tender during the meeting. The clarifications will be compiled and sent by e-mail to all the bidders and put on the JSCA web-site.

4. THE TENDER DOCUMENT

- A) The Bidder is expected to examine all Instructions, Forms, Terms and Conditions stipulated in the Tender document. Failure to furnish all information specified in the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the Bidder's risk and may result in rejection of his bid.
- B) The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

5. PREPARATION OF BIDS

- A) The Bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
- B) One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- C) All the pages of the bid must be serially numbered and duly signed and sealed by the Authorized signatory giving detail of the page numbers in the index of the bid.
- D) Self-Attested copy of Memorandum of Understanding (MoU) shall be provided in case the Bidder comprises of Consortium/Partnership or relevant document about sole proprietorship. The bidder shall furnish a letter of binding association from an OEM supplier of High Mast manufacturer for the Project along with his credentials, if the High Mast Manufacturer is not a member of Consortium. The bidder shall be bound to supply the High Masts form this OEM supplier in the event of an order and will not be allowed any change after the placement of order.

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E) The bidder must submit an undertaking in non-judicial stamp paper (Rs. 100/-) duly notarized that they have not been blacklisted and no case is pending with the police or in court of law against their name.

6. SUBMISSION OF BIDS

A) The bidder shall submit their offer in three separate to the following address:

The Chief Executive Officer,

Jharkhand State Cricket Association,

Dhurwa,

Ranchi - 834004, Jharkhand

B) The sealed cover of Bid must consist of the following documents:-

Part -1:- Techno-commercial Bid

- (a) Envelop No. 1: Tender Fee & EMD
- (b) Envelop No. 2: Techno Commercial Bid as per the prescribed format in original with copies of documents as per the Checklist and Eligibility Criteria

Part -2 :- Price Bid

(c) Envelope No. 3: Price Bid as per the prescribed format in original

The three envelopes shall be placed in a 4 Envelope and sealed and super scribed as "Tender for Design, Engineering, Manufacture, Testing, Packing, Transportation, supply, unloading, storage, erection, Testing & Commissioning of LED based Luminaires High Mast Illumination System for Oval Ground at J.S.C.A. International Stadium, Dhurwa, Ranchi"

Note - Conditional bids/offers will be summarily rejected.

7. BID SECURITY/EMD (Non-Interest Bearing):

- A) The contractor shall deposit Bid Security for an amount of Rs.5.00 lakh (Rupees Five lakhs only) by a Bank Draft only issued by a Nationalized Bank in favour of the Jharkhand State Cricket Association, payable at Jamshedpur along with the Tender document. Bid securities of the unsuccessful bidders will be returned to them within 30 days from the date of award of contract. Any Tender not accompanied by Bid Security shall be rejected.
- B) Bid security of the successful bidder may be adjusted against the Performance Security. And for remaining amount of Performance Security separate BG/DD shall be collected from the successful bidder.
- C) Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.
- D) Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by JSCA.
- 8. **VALIDITY OF TENDER:** The tender must remain valid and open for acceptance for a period of 90 (Ninety) days from the date of opening of Technical Bid.

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9. LATE AND DELAYED TENDERS:

- 9.1.1 Bids must be received in the JSCA office at the address specified above not later than the date and time stipulated in the NIT. Bids received after due date and time will not be considered.
- 9.1.2 JSCA may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of JSCA and the Bidder will be the same.

10. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-

- 10.1 JSCA is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.
- 10.2 JSCA may terminate the contract if it is found that the contractor is black listed on previous occasions by any Government Body/Institutions/Local Bodies / Municipalities/Public Sector Undertakings, Corporate House etc.
- 10.3 JSCA may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.
- 10.4 Price bids of only the techno commercial bid qualified bidders will be opened for evaluation.

11. PEFORMNACE SECURITY (PS) (Non-Interest Bearing):

The successful bidder shall be required to furnish a Performance Security (PS) within 21 days of receipt of 'Letter of Intent" from JSCA for an amount equal to 10% of the Total quoted price [including taxes & Duties] in the form of an Account Payee DD, or Bank Guarantee from a Nationalized Bank in the format prescribed by JSCA.

The Performance Security shall remain valid for a period of twenty four (24) months beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

12. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

13. LANGUAGE

The Tender shall be submitted in English Language. Any document, catalogue in any other language must be accompanied with an English translation, duly certified to be true.

14. PRICE

14.1. The tenderer shall quote for all the works/items indicated in the tender and also those required for completion of the subject Project, even if these are not listed in the tender document. The Bidder shall clearly bring out a list of work/items considered and included by him.

14.2 Escalation/ Price Variation

The prices quoted by the bidder shall be firm and binding during the entire duration of the contract and extension thereof.

No claim on account of any price variation/ escalation on whatsoever grounds shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ) quoted by contractor shall be firm and fixed for entire contract period as well as extended period for

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completion of the works.

15. CAPACITY OF THE TENDERER

15.1 Technical Capacity

The Tenderer shall satisfy the Employer that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modem facilities and Staff to ensure that he can undertake the work to the best of quality and workmanship. The Tenderer shall furnish necessary particulars in this regard with the Tender.

16. **CONFIDENTIALITY**

Tenderer shall note that all data/drawings/specifications enclosed with Tender documents are confidential. Tenderer shall keep all data/drawings/specifications in strict confidence and shall not copy or pass on any tender papers, etc. to any third party. Tenderer shall return the tender document along with the Tender.

17. NOTICE ON BEHALF OF THE EMPLOYER:

Notice and Certificate on behalf of the Employer in connection with the Contract may be given by duly authorized officers of the Employer.

18. Applicable Laws and Jurisdiction

- 18.1. The Contract shall be construed and governed in accordance with the Indian Laws.
- 18.2 The courts at Ranchi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this Contract between the parties.

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SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINATIONS

EMPLOYER: Jharkhand State Cricket Association [JSCA], Jamshedpur

CONTRACTOR: Successful Bidder/Tenderer

PRE-COMMISSIONING: Means the checking, testing including conducting of

integrated trial runs and meeting other requirements specified in the Technical Specifications (TS) that are to be carried out by the Contractor in preparation for

Commissioning as provided in T.S.

PRELIMINARY ACCEPTANCE: Means that the Facilities have been completed operationally

and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities have been completed. In other words, that the Facilities are fit for Start-up & Commissioning. However, there may be minor defects and shortfalls, which the Contractor will be required to attend/complete before taking up the commissioning and FAC shall be issued only after these have been attended to the satisfaction of the Employer.

COMMISSIONING: Means operation of the Facilities by the Contractor to a level

of output as provided in Technical Specification

(Commissioning).

COMMISSIONING CERTIFICATE: The Certificate to be issued by the Employer on

commissioning,

PERFORMANCE GUARANTEE

CERTIFICATE:

The Certificate is to be issued by EMPLOYER (during the maintenance period of 24 months) on completion of Performance Guarantee Tests as specified in the agreement

between EMPLOYER & Contractor.

FINAL ACCEPTANCE

CERTIFICATE: The Certificate is to be issued by EMPLOYER, which

certifies that Contractor have fulfilled all the obligations of the project as per agreement between EMPLOYER & the Contractor, except the defect liabilities arising out of Equipment and system guarantees agreed by the

Contractor.

2.0 CONTRACT PRICE

The contract Price shall be as per the price bid, rebates offered by the bidder and finally accepted by the Employer.

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3.0 TAXES & DUTIES

All duties, levies and taxes, including Goods & Service Tax [GST], etc., as applicable shall be payable by the contractor, The contractor shall submit to the employer necessary documentary proof of deposit of GST, ESI, EPF, etc. to the concerned department from time to time as and when required. JSCA shall be making deductions of Income tax from the bills as per the requirement of the Income Tax laws.

4.0 TIME SCHEDULE - COMPLETION PERIOD

- 4.1 The Project shall be commissioned within 6 (six) months of date of issue of LOI by the Employer.
- 4.2 Time is essence of the Contract. The agreed schedule of completion shall be firm and binding.
- 4.3 The contractor shall be required to take up the whole work assigned to it in an orderly and sequential manner. The soil testing/survey, design, engineering, manufacture, supply, erection, testing and commissioning shall be carried out in accordance with the PERT furnished by the bidder and forming part of the contract.

5.0 TERMS OF PAYMENT

Subject to any deductions, which EMPLOYER may be authorized to make under the Contract, the Contract Price shall be payable as follows:

5. 1 For survey, soil investigation, Design & Engineering

a) Ten (10)% of the total contract price on completion of site survey, soil investigation, design & engineering of the system.

5.2 For Civil works

a) 10% of the total contract price on completion of the civil works and structural erection.

5. 3 For Supply of Materials & Equipment

- a) Fifty (50)% of the contract price on supply of material and equipment shall be payable against submission of following complete and correct documents to the EMPLOYER, Ranchi after receipt of items at Site Stores of the EMPLOYER.
 - Dispatch clearance issued by EMPLOYER.
 - Copies of Receipted Lorry Receipt/Consignment Note.
 - Copies of Packing List & Delivery Challan including originals.
 - Copies of Inspection Wavier/Certificate including originals.
 - GST Invoice
 - Material Test Certificate
 - Certificate from the contractor that the contents in each case are not less than those
 entered in the invoice and packing list and the quality of goods are guaranteed as new
 and as per the relevant technical specification.

5. 4 For Electrical works, erection testing and commissioning

a). 10% of the total contract price on issue of Preliminary Acceptance Certificate [PAC] consequent to completion of the erection and testing of electrical works, erection of all other equipment of the High Mast based Illumination system as per the detailed billing schedule approved by Employer.

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- b) 5% of the Total contract price on successful commissioning of the system.
- c) 10% of the total contract price on successful achievement of Performance Guarantee parameters and issuance of Final Acceptance test and after adjusting any claims [LD] of the employer arising out of delayed completion/shortfall in performance.

5.5 On completion of warranty period.

Last five percent [05%] of the total contract price on successful completion of warranty period of 2 (two) years from the date of FAC. The payment may be released against a Bank Guarantee of the full amount valid for 3 (three) years from the date of completion of warranty period.

- 5.6 Payments terms for the replacement of halogen lamps on High Masts of the main stadium shall be as under:
- I. 10% on site survey, design & engineering of the LED luminaires, supporting brackets on the Top platform as required and cables with clamps, switches etc.
- II. 80% on complete supply of the Luminaires, cables, erection accessories, etc. after dismantling the existing halogen Luminaires and transporting them to Employers stores and on erection testing and commissioning of the Luminaires.
- III. 10% on completion of 2 (two) years Warranty period.
- 5.7 All Bank Guarantees shall be in Employers Performa.
- 5.8 All payments to the CONTRACTOR shall be made by Account Payee Cheque/RTGS and all Bank charges shall be borne by the CONTRACTOR.
- 5.9 EMPLOYER shall deduct Taxes at source as per the prevailing statutes from the payments to be made to the CONTRACTOR. EMPLOYER shall deposit amounts thus deducted with the concerned authorities and issue necessary certificates to the CONTRACTOR to this effect.
- 5.10 All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work completed and shall not preclude defective / imperfect / incomplete Facilities to be removed.
- 5.11 EMPLOYER will not be responsible for delay/nonpayment if Despatch Instructions are not followed or equipment is dispatched without receipt of Despatch clearance.

6.0 SECURITY DEPOSIT

The contractor will furnish a Security Deposit in form of a Bank Guarantee for a value of 10% of the Contract Price in favour of the EMPLOYER in the prescribed Performa within three (3) weeks from the receipt of order along with acceptance of order, The Security deposit shall remain valid for a period of 24 months beyond scheduled completion period. In case there is delay in completion of the work for any reason whatsoever, the Bank Guarantee shall be extended by the contractor by the said period without demur.

6.0 LIQUIDATED DAMAGES

6.1 Liquidated damages for delay in execution

The Contractor shall pay liquidated damages to the employer at the rate one percent of Total Contracted Price per week (or part thereof) for the period that the completion date is later (delayed) than the scheduled completion date. The total amount of liquidated damages shall not exceed 10 percent of the contract price. Payments of liquidated damages shall not affect the contractor's other responsibilities.

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6.2 Liquidated damages for excess Energy Consumption

The Contractor shall pay liquidated damages to the employer at the rate of one percent of the Total Contract Price for every one percent (or part thereof) of Energy Consumed in excess of the guaranteed value. The total amount of liquidated damages shall not exceed 10 percent of the contract price.

6.3 Liquidated damages for shortfall in Illumination (lux) level

The Contractor shall pay liquidated damages to the employer at the rate of one percent of Total Contract Price for every one percent (or part thereof) of shortfall in LUX [illumination level] of the guaranteed levels. The total amount of liquidated damages shall not exceed 10 percent of the contract price.

6.4 Total Liability due to Liquidated Damages

The total liability of Contractor under Liquidated damages under the contract shall be limited to 15% of the Total Contract Value.

6.5 EMPLOYER may recover the |Liquidated damages Payable by the contractor from any amount due to him or which may subsequently become due to him under this are any other contract.

7.0 PACKING AND PROTECTIVE PAINTING

The Contractor shall include and provide for securely protecting and packing the equipment in accordance with the best practices so as to protect from damage during transit from point of manufacture till arrival at site under conditions which may involve multiple handling, transport by ship rail and road, re-shipment, Storage, exposure to heat, moisture, rain etc. and possibility of pilferage. The Packing standard will have to be approved by EMPLOYER. EMPLOYER may check the packing before dispatch and may ask for modifications to the extent considered necessary to be carried out in the packing and the Contractor shall carry out the same free of charge.

8.0 FORCE MAJEURE

- 8.1 Should at any time during the continuance of the Contract, the performance in whole or in part of any obligations by either party under this Contract be held up for any reasons of any war, hostility, , act of foreign enemy, civil commotion, Sabotage, fires, floods, earthquakes, explosions, epidemics, cyclones, quarantine restrictions, Governmental regulations, law & order and other proclamation, etc., (hereinafter referred to as "Events") then, provided notice of happening of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof neither party shall by reason of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and the work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- 8.2 Should one or both the parties be prevented from fulfilling their contractual obligations by a State of force majeure, lasting continuously for a period of at least 2 months, the two parties should consult each other regarding the further implementation of the Contract with the provision that if, no mutually satisfactory arrangement is arrived at within a period of 1month from the expiry of 2 months referred to above, the Contract shall be deemed to have expired at the end of the aforesaid 2 months. Such expiry of the Contract will not relieve the parties from the obligations to reach agreement regarding winding up and financial settlement of the Contract.

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8.3 The above mentioned force majeure conditions/ clause shall also apply in the works of sub-contractors/ suppliers of the contractor.

9.0 TERMINATION, SUSPENSION AND FORECLOSURE

9.1 EMPLOYER may at any time on breach of this order by the Contractor give him, a written notice of such breach. If the Contractor does not remedy that breach within a period of 30 days after receiving such notice, then EMPLOYER may terminate this order at any time thereafter stating therein the date of termination. The Contractor shall be liable to refund any money which he is obliged to do so under the order.

In addition to above, the Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstance by giving a notice of Termination and its reasons therefore to the Contractor-

- a. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, a receiver is appointed over any part of its undertaking or assets, or if the Contractor suffers analogous action in consequence of debt.
- b. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, a receiver is appointed over any part of its undertaking or assets, or if the Contractor suffers analogous action in consequence of debt.
- c. If the Contractor assigns or transfers the Contract or any of its right or interest in violation of the provisions of the agreement.
- d. If the Contractor has
 - i. abandoned or repudiated the Contract
 - ii. without any reason failed to commence work promptly as per stipulation in this Tender Document.
 - iii. fails to execute the work in accordance with the Contract or persistently neglects to carry out its obligations under the Contract, hereof,
- 9.2 The Contractor shall stop the performance of the ordered work from the effective date of termination and hand over all the drawings, documents, plant, equipment, supplies, material etc. including transfer of all the rights of work to EMPLOYER. No consequential damages shall be payable by EMPLOYER to the Contractor in the event of termination.
- 9.3 EMPLOYER may suspend the work in whole or in part at any time by giving Contractor notice in writing of such effect stating the nature, the date and the anticipated duration of such suspension.
- 9.4 On receiving the notice of suspension as per contract, the Contractor shall stop all such work, which EMPLOYER has directed to be suspended with immediate effect. The Contractor shall continue to perform other work in terms of the order which EMPLOYER has not suspended. Contractor shall protect and secure the suspended work in so far as is necessary in the opinion of EMPLOYER's site engineer.
- 9.5 The EMPLOYER may at any time cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such notice.
- 9.6 In the event of suspension of work, EMPLOYER will not be liable to pay to the Contractor for any damage or loss or idle labour caused by such period of suspension of work. EMPLOYER shall not be liable to Contractor for any payment towards watch and ward and any other expenditure.

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9.7 The Work Order shall be terminated, if due to any unforeseen circumstances which may lead to the foreclosure of the project for reasons such as resource crunch, non-availability of funds, and for other administrative resource etc. EMPLOYER shall, however, give 60 days prior written notice to the contractor of the effective date of termination. Contractor will be compensated only for the quantum of work/services they have rendered till effective date of foreclosure. Any other claims like compensation for loss of profit, compensation for loss of reputation etc. or any other consequential damages claimed by the Contractor will not be admissible and given by the EMPLOYER.

10.0 CONCILIATION & ARBITRATION

- 10.1. Any dispute, question, claim or difference arising out of or concerning this contract between the parties relating to this contract shall be resolved through mutual discussions by the parties and parties shall make all endeavors to settle this matter amicably.
- 10.2 Conciliation:- In case an amicable settlement is not possible, parties shall take recourse to the Conciliation proceedings to resolve such dispute.
- 10.3 However, if the disputes are not resolved even by Conciliation, then these shall be referred to Arbitration by a sole arbitrator to be appointed by mutual written consent of both the Parties and the arbitration shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996 including any statutory modification or re-enactment thereof, and for the time being in force.
- 10.4 The Venue of Arbitration proceedings shall be Ranchi.

11.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE

- 11.1 If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by the EMPLOYER in Contract, EMPLOYER may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, EMPLOYER without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the Contractor liable for the damages that EMPLOYER may sustain in this regard.
- 11.2 Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, EMPLOYER shall have the option and shall be at liberty to take the work wholly or in part out of the Contractor's scope and may complete the work envisaged in the Contract themselves or may re-contract to any other person or persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractors risk and cost. This shall be without prejudice to EMPLOYER'S rights under other clauses of this Contract,
- 11.3 EMPLOYER shall have the right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking the Bank Guarantees.
- 11.4 If the cost of executing the work as foresaid exceeds the balance due to the Contractor and the Contractor fails to make good the deficit, any property of the Contractor as may not have been used up in the completion of the works, may be sold by EMPLOYER and the proceeds applied towards the payment of such differences. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by EMPLOYER to the Contractor when all expenses, costs and charges incurred in the completion of the work are paid by the Contractor.
- 11.5. If the Contractor performs any work in a manner contrary to the Contract, without the approval of EMPLOYER, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to EMPLOYER arising there from.

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12.0 CORRESPONDENCE

All correspondences shall be made in duplicate to the following address:-

Mr. A. K. Singh Chief Executive Officer International Cricket Stadium Jharkhand State Cricket Association Dhurwa, Ranchi 834004.

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SECTION – VI ADDITIONAL CONDITIONS OF CONTRACT

Execution of work: Agency's Responsibilities

- 1. The Contractor shall ensure best quality work in a planned and time bound manner. Any substandard material used and work beyond set out tolerance limits shall be summarily rejected by the Officer-in-Charge.
- 2. The work shall be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Officer-in-Charge and nothing extra shall be paid on this account.
- 3. The Contractor shall dump garbage from the campus at a place designated by the Institute/Local Body.
- 4. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the Contractor at his own expense. The Contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operations of such services.
- 5. The Contractor shall execute his work in such manner that no damage is made to the existing structure or any property of JSCA.
- 6. The Contractor shall be responsible to arrange at his own cost all necessary tools, plants & machinery and all other materials/consumables etc. required for execution of the work as per the contract.
- 7. No assistance of any kind shall be made available by JSCA for the purchase of equipment, plants, machinery, consumables, material of any kind or any other items required for execution of the work.
- 8. Samples, brand, and other specifications of all materials required for execution of the work shall be got approved from the Officer-in-Charge.
- 9. The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information regarding JSCA (including but not limited to the Assignment instructions, Schedules and other subsequent Arrangements). The obligation is not limited to any scope and the Contractor shall be held responsible in case of beach of the confidentiality of information regarding JSCA.
- 10. If the Contractor receives enquiries from Press/Media/Radio / Television or other bodies / persons, the same shall be referred by the Contractor to JSCA immediately on receipt of such queries.
- 11. The contractor shall ensure the compliance of the Contract Labour (Regulation and Abolition) Act 1971 and all other Labour Laws including EPF and ESI compliance
- 12. The Contractor's Site-in-charge and all its employees (including those of its sub-contractor, if any) will be competent to carry out the work assigned to them, maintain decorum and behave in appropriate manner.
- 13. JSCA may by notice to the Contractor object to any person employed by the Contractor in the execution of the Contract who in reasonable opinion of JSCA, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site rules & regulations. The Contractor on receipt of such notice shall remove such person (s) from the Campus of JSCA. If any representative or person employed by the Contractor is removed in accordance of the Notice of JSCA, the Contractor shall promptly appoint a replacement.

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14. Indemnification

The Contractor shall indemnify normally and hold harmless the Employer and its employees from and against any and all law suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property, arising out of the negligence

15. Insurance

The Contractor shall take out necessary & adequate Insurance to cover Third Party Liability, Automobile Liability, and any other Liabilities, required for the work assigned to the Contractor. The Insurance shall be for the entire period of the Contract.

16. Subcontracting

- 16.1 The Contractor shall normally will not be allowed to sub-contract either in full or part, work contracted by him.
- 16.2 However, in exceptional circumstances, the Contractor may be allowed to engage a subcontractor with the written prior Approval of JSCA (The Employer).
- 16.3 Such approval, by the Employer for any of the Sub-Contractor(s) shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.
- 16.4 On the written request of the Contractor, the Employer may make direct payment in respect of supplies/work of the Contractor on certification by the Contractor.

17. Assignment

17.1 The Contractor shall not without express prior written consent of the Employer assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the contractor shall be entitled to assign under the Contract.

18. STORAGE AND CUSTODY OF MATERIALS:

The store for the material shall be provided by the JSCA. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the JSCA.

19. CARE OF THE BUILDINGS:

Care shall be taken by the contractor while handling and installing the various equipment and components of the work to avoid damage to the buildings. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.

20. GUARANTEE & WARRANTY

All equipment shall be guaranteed for a period of 24 months from the date of taking over the installation by the JSCA against unsatisfactory performance and /or break down due to defective design, workmanship or material. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the JSCA at the risk and cost of the contractor. The decision of the JSCA/Consultant in this regard shall be final.

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The LED Luminaires shall be guaranteed for a period of 5 years from the date of taking over the installation by the JSCA against unsatisfactory performance and /or failure due to defective design, workmanship or material. The Luminaires shall be replaced free of cost. No repair of Luminaire shall be accepted.

21. POWER SUPPLY

Electric service connection of 415 V, 3 phase, 4 wire, 50 Hz, AC supply shall be provided by JSCA for carrying out the site work and installation purpose free of charge. However, no fabrication work shall be allowed at site.

22. WATER SUPPLY

Water supply shall be made available by the JSCA at one point near the periphery of the ground. The contractor shall make own arrangements to take the water further as per his requirement.

23. EXTENT OF WORK

The work shall be done as per the technical specifications. The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation and such tests and adjustments and commissioning as may be required by the JSCA. The term complete installation shall not only mean major items of the high mast lights and panels covered by specifications but all incidental sundry components necessary for complete execution and satisfactory performance of installation with all layout charts whether or not those have been mentioned in details in the tender document in connection with this contract.

24. COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS

- a. All work shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specifications. In particular, the equipment and installation will comply with the following:
 - (i) Factories Act
 - (ii) Indian Electricity Rules
 - (iii) IS, & BS Standards as applicable
 - (iv) Workmen's compensation Act
 - (v) Statutory norms prescribed by National, State & Local Bodies.
- b. After completion of the installation, the same shall be offered for inspection by the Electrical Inspector Jharkhand State. The contractor will extend all help including test facilities to the Electrical Inspector. The observations of Electrical Inspector will be attended by the contractor. The installation will be commissioned only getting clearance from Electrical Inspector.
- c. The Contractor shall arrange for compliance with statutory provision of safety regulations and JSCA requirements of safety requirement would make the tenderer liable for penalty of Rs.50/- for each default. In addition, the JSCA will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

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25. INDEMNITY

The Contractor shall at all times indemnify the JSCA, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the JSCA shall not be responsible for any accident or damage Incurred or claims arising there from during the period of erection, construction and putting Into operation the equipment and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible, The successful tenderer shall also provide all insurance including third party insurance as may be necessary to cover the risk. No extra payment would be made to the successful tenderer due to the above.

26. ERECTION TOOLS

No tools and tackles either for unloading or for shifting the equipment for installation purposes would be made available by the JSCA. The Contractor shall make his own arrangement for all these facilities.

27. CO-OPERATION WITH OTHER AGENCIES

The Contractor shall co-ordinate with other contractors and agencies engaged in the construction of building, if any, and exchange freely all technical information so as to make the execution of this works contract smooth, No remuneration should be claimed from the JSCA for such technical cooperation, If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and redone for want of cooperation and coordination by the successful tenderer during the course of work, such expenditure incurred with be recovered from the successful tenderer of the restoration work for the original condition or specification of the dismantled portion of the work was not undertaken by the successful tenderer himself,

28. INSURANCE AND STORAGE

- 28.1 All consignments shall be duly insured up to the destination from source to site at the cost of the supplier. The insurance covers shall be valid till the equipment is handed over duly installed, tested and commissioned.
- 28.2 The Contractor shall be required to take out a comprehensive Insurance policy to
 - i. cover loss against loss or damages to plant and machinery,
 - ii. Insurance required under Workmen's compensation Act, 1923 &
 - iii. Third Party Liabilities,

And bear the cost of all policies.

29. TRAINING

The scope of works includes on job technical training of two persons at site. Nothing extra shall be payable on this account.

30. INTERPRETING SPECIFICATIONS

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- a) Schedule of quantities
- b) Technical specifications
- c) Drawings (if any)
- d) Relevant IS or other international code is case IS code is not available.

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ANNEXURE-I

CONFIRMATION OF PARTICIPATION & ACKNOWLEDGEMENT OF RECEIPT OF TENDER

Ref. No.	Date
Sub: Acknowledgement of receipt of Tender No	dated 05-02-2021
Dear Sir,	
We acknowledge with thanks above tender No	oading, storage, erection, Testing &
We confirm that we shall be participating in the subject Tender submit the Tender by due date.	r, participate in pre-bid meeting and
	Signature of the Tenderer
	Name
	Designation
	Company Seal

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Annexure-II

SUMMARY OF TENDER

(Confirmation by Bidder)

The Tenderer shall fill up the answers to the following questions. The answers are to be given only as "Yes" or "No". No deviation on the clauses listed below shall be considered.

SI. No.	Question	Yes/ No
1	Demand draft for Tender Fee enclosed	
2	Demand draft for EMD enclosed	
3	All items quoted are as per Schedule of quantities	
4	All applicable taxes, duties & levies are included in the	
	Contract Price	
5	Prices quoted are inclusive of charges towards packing,	
	forwarding, freight, insurance, unloading, storage, etc.	
6	Quoted prices shall remain firm during the tenure of the	
	contract/completion of the work.	
7	Bidder is agreeable to Security Deposit clause of Tender.	
8	Bidder is agreeable to "Liquidated Damages" clause of	
	the Tender.	
9	The Bid is valid for acceptance for a period of 90 days	
10	from the date of "Bid Opening".	
10 11	Copy of PAN is enclosed.	
12	Copy of GST Registration is enclosed Copy of Registration of Company is enclosed.	
13	Original of the "Consortium Agreement", if applicable is	
13	enclosed.	
14	Certified copies of Audited Balance Sheets for last 3	
	years are enclosed.	
15	Original certificate from a Chartered Accountant for	
	Turnover from High Mast Business enclosed.	
16	Power of Attorney or Authority letter from Company	
	Secretary indicating that the signatory to the Tender is	
17	authorized for signing is enclosed.	
17.	Technical Bid includes complete details about the	
	System covering, High Mast, Luminaires, PLC/control system, etc.	
18.	The bid is based on the design/engineering of the system	
10.	to provide the required LUX levels and computer print	
	outs are enclosed.	
19.	The Foundation design has been carried out for soil load	
10.	bearing capacity of 1.5 T/m2	
20.	Confirmation of Submission of tender:	
۷٠.	Committation of Cabinission of tenaci.	

Signature of the Tenderer

Name

Designation

Company Seal

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Annexure-IV

BANK GUARANTEE

(shall be furnished to successful bidder)