



## TENDER DOCUMENT

**Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical and Machenical and Plumbing Works at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi.**

**Bid Due Date: 05.07.2013 To 26.07.2013**

**Issued by:**

**Executive Director**

Sports Authority of Jharkhand

Mega Sports Complex

Hotwar, Ranchi

Jharkhand – 834 002

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**CONTENTS**

<b>Volume I:</b>	<b>Request for Qualification</b>	<b>Page No</b>
<b>Disclaimer</b>		3-5
<b>SECTION: 1</b>	Introduction	6-9
<b>SECTION: 2</b>	Instructions To Bidders	10-25
<b>SECTION: 3</b>	Fraud and Corrupt Practices	26-27
<b>SECTION: 4</b>	Pre-Bid Conference	28
<b>SECTION: 5</b>	Miscellaneous	29
	<b>Annexure</b>	
<b>Annexure I</b>	Letter comprising the Bid	30-32
<b>Annexure II</b>	Checklist	33
<b>Annexure III</b>	Details of Bidder	34-35
<b>Annexure IV</b>	Technical Capacity of Bidder	36
<b>Annexure V</b>	Financial Capacity of the Bidder	37
<b>Annexure VI</b>	Power of Attorney for signing of Bid	38
<b>Annexure VII</b>	Power of Attorney for Lead Member of the Consortium	39-40
<b>Annexure VIII</b>	Format for Joint Bidding Agreement	41-44
<b>Annexure IX</b>	Format for Financial Bid	45-46

### DISCLAIMER

1. The information contained in this Tender document (the “Tender”) or subsequently provided to interested parties (Bidders), whether verbally or in documentary or in any other form by or on behalf of Sports Authority of Jharkhand, Government of Jharkhand, (hereinafter referred to as “SAJHA”) or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided.
1. This tender document contains brief information in relation to the Annual Maintenance contract of Mega Sports Complex at Hotwar & Astro-Turf Hokey Stadium at Morabadi, Ranchi by the successful bidder selected through transparent competitive bidding process. The purpose of this tender document is to provide Bidders with information that may be useful to them in the formulation of their technical and financial bids (“Bids”) by way of two envelope submissions pursuant to this tender and for no other purpose.
2. This tender is not an agreement and is neither an offer nor invitation by SAJHA to the prospective Bidders or any other person but is merely informative in nature creating no obligation whatsoever. The terms on which the work is to be delivered and the right of the successful Bidder shall be as set out in separate definitive agreement to be entered into by the concerned parties later. This tender includes statements, which reflect various assumptions, statements and assessments arrived at by SAJHA in relation to the work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for SAJHA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements and information contained in this tender, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources. This tender is being made available by SAJHA to the interested parties on the terms set out in this tender. The possession or use of this tender in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this tender shall be construed as legal, financial or tax advice.
3. Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. SAJHA, its employees and advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. Neither the information provided in this tender nor any other written or oral information provided to the Bidder in relation to the Work or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the work and should not be relied as such.
5. SAJHA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the

tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in relation to the bidding process.

6. SAJHA, its employees and advisors accept no liability of any nature, arising from reliance of any Bidder upon the statements contained in this tender.
7. SAJHA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this tender.
8. Intimation of discrepancies in the tender document, if any, should be given to the office of the SAJHA immediately by a Bidder. If no written communication is received by SAJHA, it shall be deemed that the Bidders are satisfied that the tender document is complete in all respects.
9. The issuance of this tender does not in any way imply that SAJHA is bound to select a Bidder or to appoint the selected Bidder or the developer, as the case may be, for the work. SAJHA reserves the right in its sole discretion, to accept or reject any or all of the Bidders or Bids without assigning any reasons thereof.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SAJHA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SAJHA shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.
11. Nothing in this tender shall constitute the basis of a contract which may be concluded in relation to the work nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.
12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of SAJHA or to any other person in a position to influence the decision of the SAJHA for showing any favour in relation to this tender or any other contract, shall render the Bidder to such liability/penalty as the SAJHA may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
13. Laws of the Republic of India are applicable to this tender.

### Definitions, Interpretations & Abbreviations

**‘Applicable Laws’** shall mean all laws, brought into force and effect by the Government of India or Government of Jharkhand including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to this Work and the exercise, performance and discharge of the respective rights and obligations of the respective parties hereunder, as may be enforced and are in effect during the subsisting of this Work;

**‘Authority’** shall have the meaning ascribed to it in clause 1.1.1 hereof.

**‘Bidding Documents’** shall mean the this tender which shall include the Instruction to Bidders and condition of the contract

**‘Bid Evaluation Committee’** shall mean the committee constituted by the SAJHA/ SAJHA, for undertaking evaluation of the Bids for selection of the successful bidder;

**‘Work’** shall mean and refer the maintenance (routine and periodic) of electric, mechanical and plumbing systems in terms hereof and more particularly of the contract agreement:

- a) Mega Sports Complex at Hotwar;
- b) Astro-Turf Hockey Stadium at Morabadi;

**‘SAJHA’** shall mean Government of Jharkhand;

**“GoI”** shall mean Government of India

**“Turnover”** shall have the meaning ascribed to it in clause 2.2.2 c of this ITB

**‘Statutory Authority’** shall mean relevant Government organizations/bodies/ instrumentalities/agencies, empowered to furnish approval, permissions, licenses, recognition/affiliations in respect of maintenance work of electric, mechanical and plumbing;

**‘Successful Bidder’** shall mean the Bidder who is selected as the successful bidder, after completion of the evaluation process undertaken by the Bid Evaluation Committee on the basis on the Bid parameter specified in this tender;

## SECTION - 1: INTRODUCTION

### 1.1 BACKGROUND

- 1.1.1 Sports Authority of Jharkhand also referred to as the “SAJHA” or “**Authority**”, is a nodal agency under Department of Art, Culture, Sports & Youth Affairs (“DoACS&Y”) with a mandate to develop sports in the State of Jharkhand.
- 1.1.2 In order to organise the 34<sup>th</sup> National Games in Jharkhand, DoACS&Y, Government of Jharkhand has established following State-of-the-Art stadia:
  - 1.1.2.1 Integrated Sports Complex at Hotwar
  - 1.1.2.2 Astro Turf Hockey Stadium at Morabadi
- 1.1.3 Post National Games, DoACS&Y has transferred the entire facility to SAJHA for Development of Sports in the State
- 1.1.4 With a view to maintain and upkeep all the electric, mechanical and plumbing systems of the above mentioned facilities in good working condition, SAJHA intends to outsource this maintenance activity to a competent annual maintenance contractor.
- 1.1.5 The essence of the contract is to ensure smooth functioning of all the electrical lighting and power supply and water supply arrangement including the fire fighting water filtering and heating plant of swimming pool in order to achieve the best output and priority should be given for rectification and restoration.
- 1.1.6 SAJHA intends to undertake a single stage (two envelopes) bidding process to select a contractor for Mega Sports Complex at Hotwar and Astro-turf Hockey Stadium at Morabadi, through transparent and competitive bidding process. **Pursuant thereto, the Authority invites sealed Bids comprising Technical Bid and Price Bid from interested applicants/ Bidder for maintenance of all electric, mechanical and plumbing systems of the said sports facilities.**
- 1.1.7 The duration of the Contract shall be for five years.

1.2 **SCOPE OF WORK:** The scope of work for the job shall broadly include operation & maintenance of :

- 1.2.1 All Electrical and Mechanical systems including 3 sub-station, stadium lighting, high mask light, all internal and external lighting of the Said Sports Facilities.
- 1.2.2 HVAC system (Heating Ventilation and Air-conditioning Including Chilling Plant of the Said Sports Facilities excluding VVIP Guest House at Integrated Sports Complex, Hotwar).
- 1.2.3 Fire Fighting, Fire Detections, Fire Hydrant and Sprinkle Systems of the said Sports Facilities.
- 1.2.4 Water Filtering, heating plant of Swimming pool of the said Sports Facilities.
- 1.2.5 All plumbing work of the external infrastructure only (plumbing work of the stadium and other indoor facilities are outside the Scope of Work of the Bidder) including Sprinkle system of Play Ground Maintenance of the said Sports Facilities.
- 1.2.6 And all other work including lifts, related to Electrical, Mechanical and Plumbing system of the said Sports Facilities.
- 1.2.7 Replacement of all consumables items/ materials as required during the maintenance work subject to a maximum ceiling of Rs. 2,00,000 Lakhs/ item. Items/materials costing more than Rs. 2,00,000 Lakhs shall be provided by SAJHA. However replacement of transformer oil will be onus of the successful bidder.

1.3 The Bidder may be a single entity or a group of entities (the “Consortium”), coming together to implement the Work. A Bidder shall be a company incorporated under the Companies Act 1956. A Consortium of maximum of four entities shall be eligible to participate in the bidding process.

1.4 The statements and explanations contained in this tender are intended to provide a proper understanding to the Bidders about the subject matter of this tender and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the bidder set forth in the conditions of contract or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this tender or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this tender are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

### 1.5 Specific Information

- 1.5.1 The contractor shall undertake the work in conformity with terms of the Contract and good industry practices prevalent in similar industry.
- 1.5.2 The Authority shall receive Bids pursuant to this tender in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this tender and as modified, altered, amended and clarified from time to time by the Authority (collectively the “**Bidding Documents**”),. All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in clause 1.3 of this tender for submission of Bids (the “**Bid Due Date**”)
- 1.5.3 The Bidder shall pay an amount equivalent to Rs 10,000/ (Rs Ten thousand only) to the Authority in lieu of the tender document being provided to the Bidders, by way of a demand draft in favor of ‘**Executive Director ‘Sports Authority of Jharkhand,’** drawn on a Scheduled Commercial Bank, and payable at Ranchi. Alternatively Bidder can also download the tender document from **SAJHA** website [www.sajha.in](http://www.sajha.in), however in case of downloading of the bid documents, bidder/(s) have to submit the demand draft (non refundable) of the said amount (Rs 10,000) along with their Bid.

### 1.6 Brief description of the Bidding Process

- 1.6.1 SAJHA invites sealed Technical Bid and Price Bids from interested bidders for Maintenance (Routine and Periodic) of Electric, Mechanical and Plumbing systems of Mega Sports Complex at Hotwar and Astro-turf Hockey Stadium at Morabadi in Ranchi. The Authority has adopted a single stage (two envelope) process (referred to as the "**Bidding Process**") for selection of the successful Bidder for undertaking the work in terms hereof. The Technical Bid to be submitted by bidders shall inter-alia comprise Technical and Financial Capability documents. The Price Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for evaluation and selection of the successful Bidder. The Technical Bid would be evaluated based on the criteria set forth in Clause 2.2 of the tender. Only those Bidders, who's Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids.
- 1.6.2 This tender document contains information about the Work, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- 1.6.3 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date (Bid Validity Period).
- 1.6.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of Rs. 1,00,000.00 only (Rupees one Lakh only). The Bid Security shall be refundable to unsuccessful bidders not later than 60 (sixty) days from the Bid Due Date except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided the Performance Security under the Contract. The Bidders will provide Bid Security in the form of a demand draft drawn on any Scheduled Commercial Bank in India, as more particularly provided under clause 2.15. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.6.5 The Work shall be awarded to the bidder(s) who submit the least financial bid (as defined in clause 2.12 of this document) for the entire work. The other bidders will be kept in reserve and may, in accordance with the process specified in the tender, be invited to match the bid submitted by the Preferred Bidder (who has submitted the least financial offer) in a case where the Preferred Bidder withdraws or is not selected for any reason. If none of the bidders match the bid of the Preferred Bidder, SAJHA may, in its sole discretion, invite fresh bids from all bidders or annul the bidding process, as the case may be.
- 1.6.6 A contract will be entered between the Authority and the selected Contractor for undertaking the work. The Bidding Documents includes Conditions of Contract for the Work. Subject to the provisions of Clause 2.7.3, the aforesaid documents and any addenda issued subsequent to this tender Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.6.7 Any award of contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- 1.6.8 Any queries or request for additional information concerning this tender shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.11.3. The envelopes/ communication shall clearly bear the following identification/ title:

**"Queries/Request for Additional Information: tender for "Maintenance (Routine and Periodic) of electric, mechanical and plumbing systems of Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsamunda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi Schedule of Bidding Process**

SAJHA shall endeavor to adhere to the following bidding schedule:



## TENDER DOCUMENT

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SI No	Event Description	Estimated Date
1	Issue of Bid Documents	05.07.2013
2	Last date for receiving queries	15.07.2013
3	Pre Bid Meeting	16.07.2013
4	SAJHA's response to queries latest by	18.07.2013
5	Bid Due Date	5.07.2013 to 26.07.2013
6	Opening of Technical Bids	26.07.2013
7	Opening of Price Bid	Communicated later on
9	Issuance of Letter of Intent ("LoI")	Communicated later on
10	Signing of Contract	Communicated later on

## **SECTION 2. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 General Terms of Bidding**

- 2.1.1. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium.
- 2.1.2 Notwithstanding anything to the contrary contained in this tender, the detailed terms of the contract shall have overriding effect and shall prevail over the terms of this tender to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the contract.
- 2.1.3 The Price Bid shall be furnished in the format at Annexure IX. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall provide the Bid Security as per the form specified in clause 2.15 of this tender.
- 2.1.5 The Bidder shall submit a copy of the tender document, along with any amendments, duly stamped and signed by its authorized signatory. The Bidder shall submit a Power of Attorney as per the format at Annexure VI, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.6 In case the Bidder is a Consortium, the Members thereof shall furnish a Power of Attorney in favour of the Lead Member in the format at Annexure VII.
- 2.1.7 Any entity which has been barred by the [Central/ State Government, or any entity controlled by it] from participating in any Work, and the bar subsists as on the date of bidding, would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor has been expelled from any Work or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.1.8 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.10 The Bidding Documents including this tender and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.10 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.
- 2.1.11 A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Work is engaged by the Bidder in any manner for matters related to or incidental therewith to such Work during the Bidding Process.
- 2.1.12 Any award of contract pursuant to this tender shall be subject to the terms of Bidding Documents.

### 2.2 Eligibility of Bidders

2.2.1 The Bidder may be a single entity or a group of entities coming together to implement the Work. A Bidder shall be a company incorporated under the Companies Act 1956. A Consortium of maximum of Four entities shall be eligible to participate in the bidding process.

2.2.2 The Bidder shall provide all the information sought under this tender in the two envelope format. The Authority will evaluate only those Price Bids that conform to the requirement of first envelope (Technical Bid) and that are received in the required formats complete in all respects. The Bidder shall submit the Bid in two separate envelopes marked as Technical Bid and Price Bid respectively. The two envelopes marked as Technical Bid and Price Bid respectively, shall be placed inside the outer envelope marked in terms hereof.

**Qualification Criteria:** The Bidder shall be qualified on the basis of the Bidder fulfilling/meeting the qualification criteria set out hereunder:

The Bidder making an offer in respect of undertaking the maintenance (routine and periodic) of electric, mechanical and plumbing system of Mega Sports Complex at Hotwar and Astro-turf Hockey Stadium at Morabadi (as per clause 1.2: Scope of Work) shall be required to fulfill the qualification criteria in terms of the two options given in respect thereof:

a) Completed at least one annual maintenance contract of value not less than Rupees tenCrore (Rs 10,00,00,000/-) in the last Five (5) years where maintenance of electrical and mechanical systems were a component for any PSU/Corporate/Govt/Semi Govt Organisation or any other Industrial Sector.

or

Completed at least one annual maintenance of electrical and mechanical work of value not less than Rupees One hundred Fifty Lakhs (Rs 1,50,00,000/-) in the last Five (5) years for any PSU/Corporate/Govt/Semi-Govt organisation or any other Industrial Sector:

or

Successfully erected and commissioned at least one electrical / mechanical works/plants/project of cost not less than Rupees tenCrore (Rs 10,00,00,000/-) which are operating successfully for the last 3 years.

and

b) Apart from the above criteria, the Bidder shall have an average annual turnover of not less than Rupees Ten Crore (Rs. 10,00,00,000.00) in the preceding three financial years from the Bid Due Date.

In case of the Bidder being a Consortium, the lead member of the bidding Consortium shall be required to fulfill 50% of the financial & technical capability criteria as mentioned above (Clause 2.2.2 (a) and (b)).

2.2.2c. The Bidder shall enclose with its Technical Bid, relevant supporting documents from client/relevant authority in respect of the technical experience claimed as per clauses 2.2.2 above. Further, the Bidder shall enclose with its Bid relevant certificate(s) from its statutory auditors specifying/certifying the **annual turnover** of the Bidder (as the case may be), and also specifying

that the methodology adopted for calculating such average annual turnover conforms to the provisions of this clause 2.2.2 of the tender.

2.2.3 **Turnover** shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India (ICAI).

2.2.6 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request

2.2.7 Where the Bidder is a Consortium; it should comply with the following additional requirements:

- a) Consortium members would be limited to two (including the lead member).
- b) Members of the Consortium shall nominate one member as the lead member (Lead Member) who shall fulfill the financial capability criteria for and on behalf of the bidding Consortium. The nomination/authorization shall be supported by a Power of Attorney, as per the format attached at Annexure VII signed by authorized signatories of all other members of the Consortium.
- c) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Bid;
- d) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-VIII (the “**Joint Bidding Agreement**”) for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - in case the right to undertake the Work is awarded to the Consortium; clearly outline the proposed roles and responsibilities, if any, of each member;
  - include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the contractor in relation to the work in accordance with the tender; and except as provided under this tender and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority
- e) The Lead Member shall be authorized to incur liabilities and to receive instructions for and on behalf of all members of the Consortium and the entire execution of the contract including payment shall be carried out exclusively through the lead member. A statement to this effect should be included in the Joint Bidding Agreement.
- f) Performance Security, as required under this tender, will be furnished by the Lead Member for and on behalf of the Consortium or by all members, out of their accounts, in proportion to their participation in Consortium.
- g) In the event of default by the Lead Member, it shall be construed as default of the Consortium; and the Authority will take action as per the provisions of the contract.
- h) In the event of any other member leaving the Consortium, it shall be intimated to the Authority within 30 days by the other member(s). Failure to do so shall be construed as default of the contractor and the Authority may take action as per the provisions of the Contract.

- i) The Bid submitted by a Bidder in terms hereof shall include all information as required under the provisions of Sub Clause 2.12.1. Bidder shall furnish details for each member of the Consortium as per provisions of sub clause 2.12.1 (ii).
- j) Consortium must comply with the qualification criteria/requirements as set out in this clause 2.2.

2.2.8 The following conditions shall be adhered to by the Bidder while submitting the Bid:

- (i) Bidders shall attach clearly marked and referenced continuation sheets in the event of the space provided in the prescribed forms in the Annexure being insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and, unless not specifically requested, to other associated companies or firms.

2.3 No change in the composition of the Consortium shall be permitted after the Bid Due Date.

### 2.4 Bid and other costs

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 2.5 Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Work site/Work facility and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made visit to the Work facility and has ascertained the site conditions, locations, climate, availability of infrastructure, availability of personnel(skilled or unskilled) and other applicable laws and regulations of the state
- b. made a complete and careful examination of the Bid document including draft condition of contract;
- c. received all relevant information requested from SAJHA;
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bid document or furnished by or on behalf of SAJHA relating to any of the matters referred to in Clause 2.5 above; and
- e. Satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Work in accordance with the Bidding Documents and performance of all of its obligations there under.

2.5.2 SAJHA shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by SAJHA.

2.5.3 The Bidder shall also submit an affidavit acknowledging Clause 2.5.1 & 2.5.2.

**B. DOCUMENTS**

**2.6 Contents of the TENDER**

This TENDER comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.8.

**Invitation for Proposal**

<b>Volume 1:</b>	<b>Request for Qualification</b>
<b>SECTION: 1</b>	Introduction
<b>SECTION: 2</b>	Instructions To Bidders
<b>SECTION: 3</b>	Fraud And Corrupt Practices
<b>SECTION: 4</b>	Pre-Bid Conference
<b>SECTION: 5</b>	Miscellaneous
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<b>Annexure I</b>	Letter Comprising the Bid
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<b>Annexure VI</b>	Power of Attorney for signing of Bid
<b>Annexure VII</b>	Power of Attorney for the Lead Member
<b>Annexure VIII</b>	Format for Joint Bidding Agreement
<b>Annexure IX</b>	Format for Price Bid
<b>Volume 2</b>	Draft Contract Agreement

**2.7 Clarifications**

- 2.7.1 Bidders requiring any clarification on the tender may notify SAJHA in writing or by fax or e-mail in accordance with Clause 1.6.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.7. SAJHA shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by courier post and/ or fax and/ or e-mail. SAJHA will forward all the queries and its responses thereto, to all purchasers of the tender without identifying the source of queries.
- 2.7.2 SAJHA shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, SAJHA reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SAJHA to respond to any question or to provide any clarification. SAJHA shall not take any

responsibility for postal or any other delay in response.

- 2.7.3 SAJHA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by SAJHA shall be deemed to be part of the tender. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on SAJHA.

### **2.8 Amendment of Tender**

- 2.8.1 At any time prior to the deadline for submission of tender, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the tender by the issuance of Addenda.
- 2.8.2 Any Addendum thus issued will be sent in writing to all those who have purchased the tender.
- 2.8.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

### **2.9 Right to accept and to reject any or all Bids**

- 2.9.1 Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.9.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the successful Bidder gets disqualified / rejected, then the Authority reserves the right to:
    - (i) Invite the remaining Bidders to submit Bids; or
    - ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.9.3 In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, including the Contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the successful Bidder or the successful Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the Letter of Intent (referred as “LOI”) or entering into of the Contract Agreement, and if the Bidder has already been issued the LOI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by the Authority to the successful Bidder, without the Authority being liable in any manner whatsoever to the successful Bidder or Contractor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.9.4 The Authority reserves the right to verify all statements, information and documents submitted by

the Bidder in response to the tender or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

### C. PREPARATION AND SUBMISSION OF BID

#### 2.10 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English/Hindi language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English/ Hindi language. For the purpose of interpretation and evaluation of the Bid, the English/ Hindi language translation shall prevail.

#### 2.11 Documents comprising the Bid

2.11.1 The bids shall be submitted in two envelopes which comprise the following documents:-

A. **Envelope-I Technical Bid :** The Bidder shall submit the Technical Bid in the formats specified in respect thereto

- i) Letter Comprising the Bid in the form and manner as described in Annexure I.
- ii) Checklist as described in Annexure II
- iii) Details of the Bidder in the form and manner as described in Annexure III
- iv) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- v) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- vi) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- vii) Power of Attorney authorizing the signatory of bid to commit the Bidder in accordance with Sub-Clause 2.1.5 and in the format as specified in Annexure VII
- viii) Power of Attorney by the Consortium members authorizing the Lead Member to incur liabilities and receive instructions for and on behalf of the member(s) of the Consortium in accordance with Sub clause 2.1.6 and in the format as specified in Annexure VIII
- ix) Bid Security for an amount as specified in the form specified in Clause 2.15.
- x) Joint Bidding Agreement in the form specified at Annexure X.
- xi) Other material/information required to be submitted are:
  - a. Audited books of accounts (financial Statements) report of the last three financial years of the Bidder.
- xii) Affidavit acknowledging the requirements set out in Clauses 2.5.1 & 2.5.2, hereof.
- xiii) A copy of the entire bid document (along with its addendum, if any) duly signed on each page by the authorized signatory of the Bidder. The Bid document shall



also have the Bidder's stamp on each page along with signature of the authorized representative of the bidder.

**B. Envelope-II Financial/Price Bid:** The Bidder shall submit the Financial/Price Bid in the format specified at Annexure-V.

**Each envelope shall be separately sealed and marked in accordance with the sealing and marking instruction in Clause 2.19.**

2.11.2 The Bidder shall prepare and submit one copy of the Bids (Technical Bid and Financial Bid).

2.11.3 The queries and completed tender must be submitted to the following address:

**Executive Director**

Sports Authority of Jharkhand

Mega Sports Complex

Hotwar

Ranchi

Jharkhand – 834 002

Tel. No. 0651-2273072

Fax No: 0651-2273072

E-mail : [sajha9@gmail.com](mailto:sajha9@gmail.com)

### **2.12. Financial Proposal/ Bid Variable/ Price Bid**

2.12.1 The Bidder shall be required to quote a lump sum price to undertake the Work. The lump sum price to be quoted by the Bidder shall be for the first year only. Bidder quoting the lowest lump sum price shall be selected as the Successful Bidder.

2.12.2 For subsequent years, Bidder shall be eligible to get increment at the rate of five percent (5%) per year over the payment of the previous year.

2.12.3 The prices quoted by the Bidder shall be exclusive of Service tax, which will payable by SAJHA on actual basis.

2.12.4 The price quoted by the Bidder shall include the all cost (for example: manpower, material, equipments, tools etc) associated with the Work and no extra payment shall be made by SAJHA for whatsoever reasons to the successful bidder..

### 2.13 Intentionally Left Blank

### 2.14. Bid Validity

2.14.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the **“Bid Validity Period”**) specified in Clause 2.19. A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.

2.14.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A Bidder may refuse such request for extension of bid validity period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its Bid Security for the period of the extended bid validity period, in compliance with Clause 2.15 in all respects.

### 2.15. Bid Security

2.15.1 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to an amount of Rs One Lakh (Rupees 1,00,000.00 only) for the entire work in respect of which it makes an offer in its Bid by way of a demand draft drawn on a Scheduled Commercial Bank in India in favour of **“Executive Director, Sports Authority of Jharkhand”**, and payable at Ranchi (**“Bid Security”**) refundable not later than 60 (sixty) days from the Bid Due Date, except in the case of the Successful Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Contract Agreement.

2.15.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.15.3 The Bid Security of unsuccessful Bidders, except the Bidder (L2) next to the Successful Bidder (L1), will be returned promptly without any interest, but not later than 60 days from the Bid Due Date. The Bid Security of L2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the Contractor.

2.15.4 The Bid Security of the Successful Bidder will be returned when the Bidder has furnished the required Performance Security and signed, executed the Contract Agreement.

2.15.5 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid;
- b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this tender and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 3 of this tender;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.26 hereof;

- f) In the case of the Successful Bidder, if the Bidder fails within the specified time limit to
  - i) To sign and return the duplicate copy of LOI;
  - ii) To furnish the required Performance Security within the period prescribed there;
  - iii) Sign the Contract Agreement;
- g) any other conditions, for which forfeiture of Bid Security has been provided under this tender.

### **2.16. Pre- Bid Meeting**

- 2.16.1 The official representatives of the Bidders are invited to attend a Pre-Bid meeting which will take place in the office of Executive Director, Sport Authority of Jharkhand on the address as given in clause 2.11.3 at 12.00 PM on 16.07.2013 or at the place intimated subsequently.
- 2.16.2 The purpose of the Pre- Bid meeting will be to clarify issues and to answer questions in respect of the Work that may be raised at that stage.
- 2.16.3 The Bidder is requested to submit questions in writing or by cable/fax, to reach the Authority at least 2 days before prior to the Pre-Bid meeting.
- 2.16.4 Minutes of the Pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be transmitted without delay to all the Bidders. Any modification of the bidding documents listed in Clause 2.6 which may be considered necessary as a result of the pre-bid meeting shall be made by SAJHA exclusively through the issue of an Addendum pursuant to Clause 2.8 and not through the minutes of the pre-bid meeting.
- 2.16.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

### **2.17. Format and Signing of Bid**

- 2.17.1 The Bidder shall prepare one copy (original only) of the documents comprising the Bid as described in Clause 2.11 of Instructions to Bidders.
- 2.17.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub clause 2.1.5 & 2.1.6.
- 2.17.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

## **D. Submission of Bids**

### **2.18. Sealing and Marking of Bids**

- 2.18.1 The Bidder shall submit the Bid in two envelopes as below:

Envelope I: Technical Bid

Envelope II: Financial Bid

The Technical & Financial Bid shall be sealed in separate envelopes and the sealed Technical & Financial Bid envelopes (Envelopes I & II) shall be put in an outer envelope and sealed.

All the three envelopes shall be respectively marked as follows:-

### Outer Envelope:

Bids for the **Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years**

### Envelope- I Technical Bid:

Technical Bid for **Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years**. The Envelope I marked as 'Technical Bid' shall contain the following:

- i) Bid Security in a separate sealed envelope marked "Bid Security"
- ii) Documents listed in Clause 2.11.1 A in a separate sealed envelope.

### Envelope- II Financial Bid:

The Bidder shall submit its Price Bid in the format specified at Annexure-XI, and seal it in Envelope II and mark it as "Financial Bid/ Price Bid for the **Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years.**"

The two inner envelopes (Envelopes I &II) marked as 'Technical Bid' and Financial Bid' shall be enclosed in an outer envelope and sealed.

The Bid shall be bound together in hard cover and the pages shall be numbered serially. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder.

The Original & Copy of the Bids should be clearly marked as Original and Copy, respectively.

### 2.18.2 The inner and outer envelopes shall

- a) Be addressed to the Authority at the address mentioned in sub clause 2.11.3 :
- b) Bear the following identification:

Technical and Financial Bid, as the case may be, for **Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years**

- c) Indicate the name and address of the Bidder.

### 2.18.3 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

### **2.19. Deadline for Submission of Bids (Bid Due Date)**

- 2.19.1 Bids must be received by the Authority at the address as mentioned in clause 2.11.3 on or before – 1.00 PM on 26.07.2013.
- 2.19.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.
- 2.19.3 In the event of specified date of Bid Due Date being declared a holiday for SAJHA, the deadline for submission of Bid shall be the next working day.

### **2.20. Late Bids**

- 2.20.1 Any Bid received by the Authority after the Bid Due Date prescribed in Clause 2.19 will be returned unopened to the Bidder.

### **2.21. Withdrawal of Bids**

- 2.21.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.21.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.18, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 2.21.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **E. Bid Opening and Evaluation**

### **2.22 Opening of Technical Bid**

- 2.22.1 The Authority will open the outer envelope of all the Bids received (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of (i) Bidders, and (ii) Bidders who have given notice for withdrawal of their Bids, in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the tender. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 2.22.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.21 shall not be opened and shall be returned.
- 2.22.3 Envelopes marked Technical Bid of other Bidders shall then be opened. Bidder’s names, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.22.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

The sealed envelope containing the Financial Bid shall not be opened at this stage.

### **2.23 Examination of Technical Bid and Determination of Responsiveness of the same**

- 2.23.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security.
- 2.23.2 If the Bid Security furnished does not conform to the amount and validity period as specified in this tender document and has not been furnished in the form specified in clause 2.15, the Bid shall be rejected by the Authority as non-responsive.
- 2.23.3 The Technical Bid accompanied with valid Bid Security will be taken up for determination of responsiveness of the Bid in terms hereof. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
- 2.23.4 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this tender, is accompanied by the requisite certificates, undertaking and other relevant information specified in this tender document and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.28.
- 2.23.5 If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 2.23.6 The Authority shall inform, by fax, the Bidders, whose Technical Bid is found to be responsive and who are shortlisted based on qualification criteria as detailed out in clause 2.2, the date, time and place of opening of Financial Bid. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.
- 2.23.7 The Financial Bids of those Bidders whose Technical Bids is determined to be non-responsive or not substantially responsive pursuant to this Clause 2.23 will be returned unopened to the Bidders.

### **2.24 Opening of Financial Bids**

- 2.24.1 The Authority will open the envelope marked 'Financial Bid' of only those Bidders who's Technical Bids have been determined to be substantially responsive in accordance with Clause 2.23 and have been evaluated in terms of Section 2 of this tender and determined to fulfill the qualification criteria as detailed out in clause 2.2, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.
- 2.24.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid.
- 2.24.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

### **2.25 Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

- 2.25.1 SAJHA will determine responsiveness of each Financial Bid with respect to the price quoted by the Bidder in its Price Bid in respect of the cost of the work to be charged to SAJHA.

2.25.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.

2.25.3 If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by SAJHA and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **2.26. Correction of Errors**

2.26.1 Financial Bids determined to be substantially responsive will be checked by SAJHA for any arithmetic errors. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the price quoted by the Bidder in its Financial Bid, in figures and in words, the number in words will prevail over the number in figures, to the extent of such discrepancy

2.26.2 The number stated in the Financial Bid will be adjusted by SAJHA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected number in respect of its Bid quote, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.15.

### **2.27. Evaluation and Comparison of Financial Bids**

2.27.1 SAJHA will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.25.

2.27.2 In evaluating the Financial Bids, SAJHA will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 2.26.

### **2.28 Clarification of Bids**

2.28.1 To assist in the examination, evaluation and comparison of Bids, SAJHA may, at his discretion, ask any Bidder for authentication the correctness of the information/details furnished by him in his Bid. Such request by SAJHA and the response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by SAJHA in the evaluation of the Bids in accordance with Clause 2.26.

2.28.2 Subject to Sub Clause 2.28.1, no Bidders shall contact SAJHA on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

2.28.3 Any effort by the Bidder to influence SAJHA in the SAJHA's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

### **2.29. Process to be Confidential**

2.29.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.



### F. Award of Contract

#### 2.30. Award Criteria

- 2.30.1 Subject to Clause 2.31, SAJHA will award the contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the **least Bid Price** pursuant to Clause 2.27, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.2;
- 2.30.2 In the event that the lowest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may in its sole discretion, either annul the bidding process or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid lowest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the lowest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said least Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Successful Bidder.
- 2.30.3 In the event that no Bidder offers to match the lowest Bidder in the second round of bidding as specified in Clause 2.30.2, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.
- 2.30.4 In the event that two or more Bidders quote the same Bid Price (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

#### 2.31. Authority's Right to Accept any Bid and Reject any or all Bids

- 2.31.1 Notwithstanding anything contained in Clause 2.30 above, SAJHA reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SAJHA 's action.

#### 2.32. Letter of Intent

- 2.32.1 After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Successful Bidder to acknowledge the LOI, and the Authority may initiate the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of



the aforesaid lowest Bidder or may annul the bidding process and take steps to start a fresh bidding process.

- 2.32.2 After acknowledgement of the LOI as aforesaid by the Successful Bidder, it shall cause the Contractor to execute the Contract Agreement within the period as prescribed in the LoI. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

### SECTION 3. FRAUD AND CORRUPT PRACTICES

- 3.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 3.2 Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Contract Agreement, or otherwise if a Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or tender issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 3.3 For the purposes of this Section 3, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SAJHA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SAJHA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the work, the LOI or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of SAJHA in relation to any matter concerning the Work;
  - (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
  - (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by SAJHA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

### **SECTION 4. PRE-BID CONFERENCE**

- 4.1 SAJHA may convene a Pre-Bid conference of the interested parties on the date given at Clause 2.16 hereinabove. Only those persons who have purchased the tender document shall be allowed to participate in the Pre-Bid conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of SAJHA. SAJHA shall endeavor to provide clarifications and such further information as it may be, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

### SECTION 5. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 SAJHA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to SAJHA by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases SAJHA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 Words and Phrases not defined in this tender shall have the meaning as specified in the Contract Agreement.

### Annexure I: Letter Comprising the Bid

Ref.

Date:

**Executive Director**

Sports Authority of Jharkhand

Mega Sports Complex

Hotwar

Ranchi

Jharkhand – 834 002

Tel. No. 0651- 2273072

Fax No: 0651-2273072

**Subject: Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years;**

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the **"Bidder"**), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the **"Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi for 5 years"** ('Work').

We are enclosing our Bid, in conformity with the terms of the tender, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We confirm that the application is valid for a period of 120 (one hundred and twenty) days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_ [...] (*name of the Bidder/ Consortium Members (with Lead Member .....)*), in accordance with the conditions stipulated in the tender.
2. We have examined in detail and have understood the terms and conditions stipulated in the tender Document issued by SAJHA (hereinafter referred as the **"Authority"**) and in any subsequent communication sent by Authority.
3. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the tender or in any of the subsequent communications from Authority.

4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the tender, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Work, in the event that we are selected as the Successful Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any Work or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/ We do not have any conflict of interest in accordance with the tender document; and
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the tender document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the tender, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Work, without incurring any liability to the Bidders
10. I further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of community.
11. I further certify that in regards to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Work and the terms and implementation thereof.
14. In the event of me being declared as the Successful Bidder, I agree to enter into a Contract Agreement in line with the requirement of the tender document that has been provided to me prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I have studied all the Bidding Documents carefully and also surveyed the details. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or

## TENDER DOCUMENT

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title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.

16. The Bid Variable as quoted by me/ after taking into consideration all the terms and conditions stated in the tender, Contract Agreement, our own estimates of costs and after a careful assessment of the identified locations of the work and all the conditions that may affect the Bid.
17. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Contract is not awarded to me or our Bid is not opened or rejected
18. I agree and undertake to abide by all the terms and conditions of the tender document in the manner provided in respect thereof in the tender.
19. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Bid Due Date.
20. I agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, I submit this Bid under and in accordance with the terms of the tender document.

Thanking You,

Yours Sincerely,

**For and on behalf of** : (name of the Bidder and the Company Seal)

**Signature** : (Authorised Representative & Signatory)

**Name of the Person** :

**Designation** :



**.Annexure II: Checklist of Submissions**

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Technical Capacity (Experience) of the bidder		
4	Turnover (Financial Capacity) of the bidder		
5	Statement of Legal Capacity		
6	Power of Attorney for signing of Bid		
7	Bid Security		
8	Bid document along with addendum duly signed by Authorised signatory and stamped.		
9	Price Bid Letter and submissions in line with the tender requirements		

**Annexure III: Details of Bidder**

1.
  - (a) Name:
  - (b) Registration Details of the Bidder:
  - (c) Country of incorporation:
  - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (e) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/ communication for SAJHA:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
4. In case of a Consortium:
  - a. The information above (1-4) should be provided for all the members of the Consortium.
  - b. A copy of the Jt. Bidding Agreement, as envisaged in the tender document should be attached to the Bid.
  - c. Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			

- \* *The role of each member, as may be determined by the Bidder should be indicated.*

The following information shall also be provided for each member of the Consortium

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any Bidding/Work[s].		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized to any other reason in relation to execution of a contract, in the last three years?		

5. A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past Works, contractual disputes and litigation/ arbitration in the recent past are given below (Attach extra sheets, if necessary):

**Annexure IV: Experience (Technical Capacity) of Bidder**

(Refer Clause 2.2.2 (a) & (b))

**A. Details of Work Pertaining to Eligible Works executed by the Bidder**

Sl No	Name of the Work with Value of the Contract	Address of the organization under whom the work has been executed	Date of award and original completion period	Actual Date of Commencement and actual date of completion	Final Value of Contract	Brief Scope of Work	Documentary proof of completion of work
1	2	3	4	5	6	7	8

**Note:**

- In case of Bidder using strength of Associates, Bidder has to provide documentary proof of Association as per the definition of Associates in the tender Document and the same shall be certified by Statutory Auditor of the Bidder.**

**Annexure V: Financial Capacity of the Bidder**

(refer Clause 2.2.2 (c))

**(In Rs. Lakhs)**

S. No.	Applicant Type	Annual Turnover for preceding three Financial Years (Rs. In Lakhs)		
		2011-12	2010-11	2009-10
<b>1</b>	Single Member/ Lead Member of the Consortium			
<b>Certificate from the Statutory Auditor for Turnover</b>				
This is to certify that .....(name of the Applicant) an Annual turnover (as the case may be) as shown above.				
Name of Authorized Signatory:				
Designation:				
Name of firm:				
(Signature of the Authorized Signatory)				
Seal of the Firm				

**Instructions:**

1. The Bidder shall attach copies of the financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a. Bidder qualifying on the basis of Technical Capability, needs to fill the Annual Turnover for preceding three financial years.
  - b. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - c. be audited by a statutory auditor; Bidder to provide copy of the last 3 years Audited Financial Statement
  - d. be complete, including all notes to the financial statements; and
  - e. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

### Annexure VI: Power of Attorney for signing of Bid

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the \*\*\*\*\* Work[s] undertaken by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/responses to SAJHA, representing us in all matters before SAJHA, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with SAJHA in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with SAJHA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*

For -----

(Signature)

(Name, Title and Address)

Witnesses:


1 1. [Notarized]


2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

#### Notes:

 The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

 Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## TENDER DOCUMENT

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### Annexure VII: Power of Attorney for Lead Member of Consortium

Whereas the \*\*\*\*\* (“SAJHA”) has invited Bids from interested parties for the \*\*\*\*\* **Work** (“the work”).

Whereas, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Work[s] in accordance with the terms and conditions of the tender document, TENDER and other connected documents in respect of the work, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the work and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Work, during the execution of the Work and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid of the Consortium and submission of its bid for the work, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with SAJHA, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the work and/ or upon award thereof till the Contract Agreement is entered into with SAJHA.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_ 2013

For \_\_\_\_\_ (Signature)

(Name & Title)

For \_\_\_\_\_ (Signature)

(Name & Title)

Witnesses:

## TENDER DOCUMENT

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1

2

(Executants)(To be executed by all the Members of the Consortium)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*



### Annexure VIII: Joint Bidding Agreement

This Joint Bidding Agreement (JBA) entered into this .....day of .....2013 at .....

#### Among

M/s ....., a ....., having its registered office at .....(hereinafter referred to as the Lead Member/First Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### And

M/s ....., a ....., having its registered office at ..... (hereinafter referred to as the Other Consortium Member/Second Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### And

M/s ....., a ....., having its registered office at ..... (hereinafter referred to as the Other Consortium Member/Third Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

#### And

M/s ....., a ....., having its registered office at ..... (hereinafter referred to as the Other Consortium Member/Fourth Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned Parties of the First, Second, Third and Fourth Part shall collectively be referred to as “the Parties“ and individually as “the Party”

WHEREAS Sports Authority of Jharkhand, (hereinafter referred as the “**Authority**”) intends to outsource the maintenance of electric, mechanical and plumbing systems within the Mega Sports Complex at Hotwar and Astro-Turf Hockey Stadium at Morabadi in Ranchi in state of Jharkhand and pursuant to said objective has invited tender No....., dated .....(the tender) for qualification and shortlisting of bidders for selecting the successful Bidder to undertake the maintenance of electric, mechanical and plumbing systems within the Mega Sports Complex at Hotwar and Astro-Turf Hockey Stadium at Morabadi in Ranchi (herein after called the “**Work**”)

AND WHEREAS the Parties are interested in jointly bidding for the work as members of a Consortium and in accordance with the terms and conditions of the tender document and other bid documents in respect of the work, and

AND WHEREAS it is a necessary condition under the tender document that the members of the Consortium shall enter into a JBA and furnish a copy thereof with the Bid.

#### **NOW IT IS HEREBY AGREED as follows:**

##### **1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Contract Agreement.

##### **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Work.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Work, either directly or indirectly or through any of their Associates.

### 3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium {Financial Member} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Contract Period under the Contract Agreement when all the obligations of the Contractor shall become effective; The lead member shall have ...% stake in the Partnership
- (b) Party of the Second Part shall be the Member of the Consortium, who will hold ..% stake in the Partnership;
- (c) Party of the Third Part shall be the Member of the Consortium, who will hold ..% stake in the Partnership
- (d) Party of the Fourth Part shall be the Member of the Consortium, who will hold ..% stake in the Partnership

### 5. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Work and in accordance with the terms of the tender and the Contract Agreement, till contract Period for the Work under and in accordance with the Contract Agreement.

### 6. Representation of the Parties

Each Party represents to the other Parties as of the date of this JBA that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- (b) The execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:
  - (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - (iv) violate any clearance, permit, contract, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or

assets are bound or that is otherwise applicable to such Party; or

- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;
- (c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this JBA.

### 7. Termination

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Contract Period for the Work under and in accordance with the Contract Agreement, in case the Work is awarded to the Consortium. However, in case the Consortium is either not qualified for the Work or does not get selected for award of the Work, the JBA will stand terminated.

### 8. Miscellaneous

8.1 This JBA shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this JBA shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
MEMBER by:

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD  
SECOND PART by:

(Signature)

(Name)

(Designation)

(Signature)

(Name)

(Designation)

## TENDER DOCUMENT

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(Address)

(Address)

In the presence of:

1.

2.

## TENDER DOCUMENT

### Annexure IX: Format for Price Bid

#### FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER

To,  
The Executive Director  
Sports Authority of Jharkhand  
Mega Sports Complex, Hotwar  
Ranchi - 834002.  
Jharkhand, India

**Sub: Financial Bid for “Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi.**

**Dear Sir,**

As a part of the Bid for **Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi** we offer our Price Bid for the first year to Sports Authority of Jharkhand for the subject work as follows:

Sl No	Name of the Work	For the First Year	
		(in figure)	(In words)
	<b>Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work at Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi.</b>		

Note:

- The quote is a lumpsum price for first year only. For subsequent years, there shall be an increment at the rate of 5% per year over the previous year payment.

## TENDER DOCUMENT

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- b. The prices shall includes transportation of machines from the place of installation, if required, to workshop and back to installation point at its own cost of reinstallation.
- c. The quote is inclusive of the manpower cost , service cost, all taxes, tools and tackles & all other costs and no extra payment shall be made by SAJHA except as mentioned by the Bidder in its quote plus applicable service tax;
- d. Bidder to quote lump sum figure. The figure as quoted by the Bidder shall be exclusive of Service Tax, which shall be paid by SAJHA to the successful Bidder, in addition to and along with the payment made to the successful Bidder at rates applicable as per the prevailing law in India, as modified from time to time. All payments to the Successful Bidder shall be made by SAJHA after deducting income tax at source, at the rate(s) prevailing from time to time.

We further confirm the following:

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_



# TENDER DOCUMENT

## Volume II: Draft Contract Agreement

**Selection of Suitable Annual Maintenance Contractor for Maintenance (Routine and Periodic) of all Electrical, Mechanical and Plumbing work Mega Sports Complex Hotwar Astro-Turf Hockey Stadium, Birsa Munda Football Stadium at Morabadi, Ranchi and Football Stadium Silli, Ranchi.**

### **Issued by:**

#### **Executive Director**

Sports Authority of Jharkhand

Mega Sports Complex

Hotwar

Ranchi

Jharkhand – 834 002

Tel. No. 0651-2273072

Fax No: 0651-2273072

E-mail : [sajha9@gmail.com](mailto:sajha9@gmail.com)

## DEFINITIONS AND INTERPRETATION

### Definitions

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the tender.

**“Accounting Year”** means the financial year commencing on 1<sup>st</sup> April in each calendar year and ending on 31<sup>st</sup> March in the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the date of signing of Agreement to the immediately following, 31<sup>st</sup> March. In the last year of subsistence of this Agreement, it means the period from 1<sup>st</sup> April to the Transfer Date.

**‘Applicable Approvals’** shall mean all approvals, clearances, consents, permissions, licenses, authorizations, no objection certificates, exemptions required to be obtained by the concerned party, under the Applicable Laws from the relevant Statutory Authorities in connection with maintenance work;

**‘Appointed Date’** shall mean the date by which the agreement has been signed between the parties and shall be deemed to be the date of commencement of the Contract Period

**‘Applicable Laws’** shall mean all laws, brought into force and effect by the GoI or SAJHA including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under and judgments, decrees, injunctions, writs and orders of any court, applicable to this Work and the exercise, performance and discharge of the respective rights and obligations of the respective parties hereunder as may be enforced and are in effect during the subsistence of this Work;

**‘Assets’** shall mean movable and immovable property which is installed/built by SAJHA at the Work Site and which has been provided to the contractor for maintenance shall also include movable and immovable property that may be obtained, purchased and/or acquired by the Contractor for the maintenance of electric, mechanical and plumbing systems under the Work; this will be limited to the following premises

- i) Mega Sports complex at Hotwar
- ii) Astro-Turf Hockey Stadium at Morabadi

**‘Change in Law’** shall mean occurrence of any of the following events after the execution of this Contract Agreement:

**Sports Authority of Jharkhand**



- a) enactment of any new Indian law;
- b) the repeal modification or re-enactment of any existing Indian law;
- c) the commencement of any Indian law which has not entered into effect until the date of Bid ;
- d) change in interpretation or application of any Indian Law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the date of Bid; or
- e) any change in the rates of any of the taxes that have a direct effect on the Work. provided however that a change in the rate of tax or duty that was in existence on the Appointed Date shall not be considered a change in law for the purposes of this definition clause;

**‘Contract’** shall mean the exclusive, authority, permission and authorization to use the Work Site and the Work Facility to maintain (routine and period) of electric, mechanical and plumbing systems ;

**‘Contractor Event of Default’** shall have the meaning as ascribed to it in clause 16 of this Contract Agreement;

**‘Contract Fee’** shall mean a fee payable monthly by SAJHA to the Contractor in respect of the performance of the work as specified in clause 14 of this Contract Agreement;

**‘Contract Period’** shall have the meaning as ascribed to it in clause 11 of this Contract Agreement;

**‘Contractor’** shall mean a contractor, with whom the SAJHA has entered into agreement for maintenance (routine and periodic) of the electric, mechanical and plumbing system in terms hereof;

**‘Cure Period’** shall mean the period specified in this Contract Agreement for curing any breach or default of any provision of this Contract Agreement by the Party responsible for such breach or default and failing which this Contract Agreement may be terminated by the other Party at the expiry of such cure period;

**‘Work Facility/work site’** shall mean and refer individually to the immoveable infrastructure asset created by SAJHA in respect of the corresponding sports complexes mentioned hereunder, maintenance (routine and period) of electric, mechanical and plumbing systems with respect to which, shall be granted by SAJHA, to the Contractor in terms of the contract agreement entered into:

- a) Mega sports complex at Hotwar
- b) Astro-Turf Hockey Stadium at Morabadi

**‘Encumbrances’** shall mean, in relation to the Work Facility, Work Site, Assets,  
**Sports Authority of Jharkhand**

any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Work;

**‘Good Industry Practice’** shall mean the practices, methods, techniques, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Approvals/permits in reliable, safe, economical and efficient manner;

**‘GoI’** shall mean Government of India;

**‘BIS’** shall mean Bureau of Indian Standards.

**“Insurance Policy (ies)”** shall mean the contracts and policies of insurance taken out and maintained by the Contractor with respect to the Work Site, Work Facility, and Assets in terms hereof;

**‘Material Adverse Effect’** means circumstances which may or does (a) render any right vested in a Party by the terms of this Contract Agreement ineffective or (b) adversely affects or restricts or frustrates (i) the ability of any Party to observe and perform in a timely manner its obligations under this Contract Agreement or (ii) the legality, validity, binding nature or enforceability of this Contract Agreement;

**‘Material Breach’** means a breach of the obligations or terms and conditions of this Contract Agreement by a Party, which has a Material Adverse Effect;

**‘Person’** shall mean any natural person, firm, company, governmental authority, Statutory Authority, society, trust or any legal entity;

**‘Work Agreements’** shall mean (i) this Contract Agreement, or agreement(s) entered into by the Contractor with any person in connection with matters relating to, arising out of or incidental to the Work, after taking a prior written approval of SAJHA;

**‘Proprietary Material’** shall mean such the material that has been conceived, designed, written, produced or developed by the Party himself or through an external agency for a consideration and on which the Party enjoys and can establish proprietary rights under the Applicable Laws and for this Contract Agreement shall include Drawings;

**‘Work Site’** shall comprise of the land upon which the Work Facility has been

constructed by SAJHA and in respect of which the maintenance work of the electric, mechanical and plumbing system granted by the SAJHA to the Contractor as a contract under and in accordance with this Agreement;

**Work Facility'** the built up space constructed by SAJHA on the Work Site in respect of the Sports Stadium and sports complex.

**'Statutory Authority'** shall mean relevant Government organizations/bodies/instrumentalities/agencies, empowered to grant approval, permissions, in respect of maintenance (routine and periodic) of electric, mechanical and plumbing systems;

**"Termination/Expiry Date"** means the date on which this Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a termination notice issued in respect thereof by the concerned party, forthwith which the Contractor shall hand over /transfer the work facility along with the Work Site and Assets to SAJHA free from any Encumbrances;

### Interpretation

1.2.1 In this Contract Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of State of Jharkhand, laws of India or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the operation or interpretation of this Contract Agreement;
- d) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- e) references to "clause" and "Schedules" herein shall mean reference to the Clause and Schedules to this Contract Agreement
- f) this Contract Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with herein and supersedes any previous agreement, Bid documents between the Parties in relation to the Work.

## CONDITIONS OF CONTRACT

### OBJECTIVE

The objective of this work and service is to maintain and upkeep all the mechanical and electrical systems and machineries in working condition and functional. The essence of the contract is to ensure smooth functioning of all the electrical lighting and power supply and water supply arrangement including the fire fighting water filtering and heating plant of swimming pool in order to achieve the best output and priority should be given for rectification and restoration.

### SCOPE OF THE WORK

The scope of the Work (the “**Scope of the Work**”) shall mean and include the following during the Contract Period.

1. The selected bidder shall be responsible for Maintenance (Routine & Periodic Maintenance), which includes but not limited to the following, at Mega sports Complex Hotwar and Astro Turf Hockey Stadium Morabadi, Ranchi for 5 years contract.
  - e. All Electrical, Mechanical (excluding VVIP Guest House at Integrated Sports Complex at Howar) and Plumbing system of external infrastructure (plumbing work of the stadium and other indoor facilities are outside the Scope of Work of the Bidder) including 3 sub-station, stadium lighting, high Mast light, all internal and external lighting.
  - f. HVAC system (Heating Ventilation and Air-conditioning Including Chilling Plant).
  - g. Fire Fighting, Fire Detections, Fire Hydrant and Sprinkle System.
  - h. Water Filtering, heating plant of Swimming pool.
  - i. All plumbing work (plumbing work of the stadium and other indoor facilities are outside the Scope of Work of the Bidder) including Sprinkle system of Play Ground Maintenance.
  - j. And all other work except lifts, related to Electrical, Mechanical and Plumbing system.
  - k. Replacement of all consumables items/ materials as required during the maintenance work subject to a maximum ceiling of Rs. 2,00,000 Lakhs/ items. Items/materials costing more than Rs. 2,00,000 Lakhs shall be provided by SAJHA.
2. Towards the maintenance of the above activities, the scope includes:

**Sports Authority of Jharkhand**

- I.** Maintenance of Electrical Wiring
- II.** Maintenance of Electrical Earthings
- III.** Maintenance of Street Lighting including High Mask Lights
- IV.** Maintenance of DG Set
- V.** Maintenance of all stadium lights, score boards, Electrical Control Rooms/ Electrical Panels and other electrical gadgets in the stadiums
- VI.** Maintenance of all switches/ sockets/ MCB's/ electrical fittings including lights fans etc.
- VII.** Maintenance of Air conditioners/ HVAC Units in the Project facility
- VIII.** Maintenance of all pumps
- IX.** Maintenance of Electrical Sub Stations
- X.** Maintenance of Transformers including replacement of Transformer oils
- XI.** Maintenance of underground cables/ overhead lines
- XII.** Maintenance of Heating Plant & filtration plant of the Swimming Pools
- XIII.** Maintenance of water filtration plant
- XIV.** Maintenance of all public address system
- XV.** Maintenance of water distribution systems
- XVI.** Maintenance of Water sprinkling systems

**3. Desired performance Standards:**

Sl No	Items	Desired Maintenance Parameters	Periodicity of maintenance activity
1	<u>Maintenance of Electrical Wiring</u>	Regular preventive maintenance to ensure regular power supply. At no point of time the power supply shall be disconnected for more than 6 hours. During any sports event, the bidder has to ensure continuous power supply. Major Breakdown: to be rectified within 24 hours	Regular check once in 15 days and daily during sporting events
2		Periodical checks & tests of all earth electrodes should be carried out and ensure that proper connectivity continuity and	Half yearly & as per requirement

		resistance.	
3		Regular preventive maintenance to ensure functioning of at least 95% of <u>Street Lighting including High Mask Lights</u> at all times.	Regular check once in 15 days and daily during sporting events
4		Regular maintenance in line with maintenance standard specified by the OEM of the DG Set	Monthly
5	Maintenance of all stadium lights, score boards and other electrical gadgets in the stadiums	Regular preventive maintenance to ensure functioning of all the stadium lights, score boards and other electrical gadgets in the stadiums. Cases where display boards, score boards, flood lights are of OEMs, maintenance shall be as per the OEMs manual.  The Bidder has to ensure smooth functioning of all the gadgets during any event organized in the facility.	Fortnightly During events, daily
6	Maintenance of all switches/ sockets/ MCB's/ electrical fittings including lights fans etc.	Regular preventive maintenance to ensure functioning of at least 95% of the switches/ sockets/ MCB's/ electrical fittings including lights fans etc at all time.	Weekly
7	Maintenance of Air-conditioners/ HVAC Units in the Project facility	Regular preventive maintenance to ensure functioning of at least 85% Air-conditioners/ HVAC Units in the Project facility etc at all time. The maintenance shall be as per the guidelines of OEMs	Monthly Special attention shall be given during events
8	Maintenance of all pumps	Regular preventive maintenance to ensure working of 75% of the pumps at all time.  At no point of time the pumps shall be disconnected for more than 6 hours.  During any sports event, the bidder has to ensure continuous supply of water.  Major Breakdown: to be rectified within 24 hours.	Monthly

		The maintenance shall be as per the guidelines of OEMs. In case where materials to be provided by SAJHA, the same shall be rectified within 12 hours of receipt of material from SAJHA.	
9	Maintenance of Electrical Sub Stations	Regular inspection, testing and rectification of malfunctioning of equipments.	Monthly
10	Maintenance of Transformers including replacement of Transformer oils	Regular maintenance to minimize any breakdowns and smooth functioning of all the transformers at all times. Any Breakdown be rectified within 24 hours. The maintenance shall be as per the guidelines of the OEMs	Monthly
11	Maintenance of underground cables/ overhead lines		Fortnightly
12	Maintenance of Heating Plant & filtration plant of the Swimming Pools		Monthly
13	Maintenance of water filtration plant		Monthly
14	Maintenance of all public address system		Fortnightly
15	Maintenance of water distribution systems		Daily
16	Maintenance of Water sprinkling systems		Weekly

The agency will carry out daily/weekly checking for the equipment as per the maintenance schedule as given above & to the full satisfaction of the SAJHA, any other checking required will also be done by the contractor as per the direction of the SAJHA and agency will submit weekly

and monthly report to the SAJHA.

4. Testing of the transformer oil for dielectric strength and acidity is to be carried out yearly. The replacement of transformer oil has to be carried out by the contractor even if that costs more than Rs.2,00,000/-(two lakhs). The contractor is advised to include this in its financial proposals.
5. Manpower Deployment: The Minimum deployment of manpower at site by the Selected Bidder shall be:

Sl.	Type	“A” Shift (6 AM to 2 PM)	“B” Shift (2 PM to 10 PM)	“C” Shift (10 PM to 6 AM) – During Event Days only
1	Electrician	6	6	3
2	Plumber	3	3	2
3	Helper	4	4	2
4	Supervisor	1	1	1
	Total	14	14	8

**Note :** Above is minimum indicated requirement, nos of personnel may differ in view of the requirement of work. However it is the responsibility of contractor to keep sufficient backup of manpower to ensure as and when required services. He may engaged additional manpower at his own cost.

6. Cost to be incurred by the Selected Bidder
  - a. The Selected Bidder shall be responsible for all cost towards the Work, which includes but not limited to the following:
    - i. Manpower
    - ii. Cost of spare parts/consumable up to Rupees two Lakhs (Rs. 2, 00,000/-) at a time. If the cost of any single item/spare part/ consumable costing more than Rupees two lakhs, then the same shall be informed to SAJHA by the Contractor and SAJHA shall procure and provide such item/spare part/ consumable to the contractor for replacement. In case, if the item/spare part/ consumable costing more than Rs 2 lakhs is warranted due to negligence of the Contractor/ Selected Bidder or its employees, in such case, the Contractor/ Selected Bidder shall have to procure such item/spare part/ consumable at its own cost. The decision of SAJHA in this regard



shall be final. Any delay beyond the performance indicator as mentioned in the scope shall be treated as Event of Default of the Contractor by SAJHA.

- iii. Insurance
- iv. Tools, Equipments, materials, fuel etc
- v. All other costs associated with the Work.

**7. Obligation of SAJHA:**

- a. Handing over the site for Maintenance within 15 days of signing of Contract Agreement.
- b. Provide storage area of 2000 Sq. ft within the Work Site or in close proximity.
- c. Provide space to the Contractor to enable them to open a Site Office within the Project Boundary.
- d. Make monthly payment along with applicable Service Tax within 15 days of receipt of Invoice from the Contractor.
- e. Procure & Supply to the Contractor spare/ item/ consumable costing more than Rs 2 lakhs, as & when the same are requested by the Contractor within.
- f. Constitute a Project Monitoring Committee (PMC) for monitoring of the Work.

**8. Obligation of Contractor:**

- a. To open a Site office within the Project Facility within 15 days of SAJHA providing space for the same.
- b. To depute minimum manpower for the Project as mentioned in Clause 4 of the Conditions of Contract. The contractor must ensure that staff engaged by him are technically sound. Also contractor must provide one qualified Project Manager. He will supervise and monitor all the works and other work. He will co-ordinate and report to SAJHA for day-to-day activity.
- c. To undertake the Work in line with the Tender Document and Good Industry Practices.
- d. The contractor shall supervise and maintain the equipment list stadium/ area wise through his trained staff.
- e. The contractor must ensure round the clock telephonic contact at his residence and workshop etc. The complaints will be lodged by the SAJHA. The contractor shall ensure immediate rectification/ attend of such complaints.
- f. The contractor will keep store of minimum spares, lubricants, tools & plant at the worksite at all time to minimize the repair time. SAJHA will provide the store

facility.

- g. All old/unserviceable items required by the contractor due to replacement by New Items will be retained by the contractor and can be taken out of the premises only after obtaining written consent of the SAJHA.
- h. The contractor's workmen or employees shall under no circumstances be deemed to be the employees of SAJHA/ government and the Contractor should hold himself fully responsible for any claim or claims which they or their heirs/dependents or personnel, representatives may have to make for damages or compensation for anything done or omitted to be done in the course of carrying out the work whether arising in Company's premises or elsewhere.
- i. The contractor shall take out and keep in force, a policy and policies of insurance against all liabilities and recognized risks in respect of accidents to persons employed including contract labours by the contractor for carrying out the works of this contract.
- j. In respect of all staff engaged by him, the contractor shall be solely responsible against all claims under workmen's compensation Act and Labour contract Act etc. besides these the contractor shall also ensure for observance of the norms as spelled out in the Indian Electricity Act 2003.
- k. A First-Aid Box equipped with the prescribed contents, shall be provided and maintained by the Contractor so as to be readily accessible during all working hours, at every place where Contract Labour is employed by him.
- l. The erection of all equipments according to the specification will be done by the contractor at his cost. For this purpose, the contractor shall place and keep on the works at all times efficient and competent representatives to give necessary directions to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workman and labors in or about the execution of any of the works as are careful and skilled in their various trades and callings. The said representative shall be present at site during work in hours and any written orders or instructions, which the Engineer may give to the said representatives of the Contractor, shall be deemed to have been duly given or communicated to the Contractor.
- m. The contractor shall furnish the name and address of his agent or representatives for the purpose of this clause. The contractor or his agent or representative will

accompany the Engineer/s on inspection and/or proceed to their offices whenever called upon to do so.

- n. The Contractor shall at once remove from the works any representative, permitted sub- contractor, supervisor, workmen or laborer who shall be objected to by SAJHA and he shall submit a correct return showing the names of all staff and workers employed by him. In the event of SAJHA being of the opinion that the Contractor is not employing on the works a sufficient number of staff and worker as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by SAJHA within seven days of being so required.
- o. Failure on the part of the contractor to comply with the above instructions will entitle SAJHA to rescind the contract of the conditions hereof.
- p. The contractor shall be responsible for storing and handling with reasonable for quality. Efficiency and/or performance of any of the trial/equipments/items. The store facility will be provided by SAJHA.
- q. All old items replaced during the course of execution of the work, to be handed over to SAJHA and maintain the record.
- r. The Contractor shall not in any circumstance take on or subcontract the entire Work to any other contractor. Any sub contracting of part of the work can only be done with prior approval of SAJHA.
- s. The contractor shall take adequate and necessary precautions regarding the safety of the men and materials. The contractor is to ensure that his labour force uses all safety gear as laid down in Industrial & labour Regulations while working on jobs entrusted on this contract. In case any incident/accident happen, then contractor will take necessary action.
- t. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement.
- u. The Contractor shall indemnify, defend and hold harmless the SAJHA during and after the term of this Contract Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and

expenses, suffered by the SAJHA or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Contract Agreement and failure to perform obligations hereunder of or by the Contractor and its employees, agents, representatives and Contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the SAJHA.

- v. The Contractor hereby undertakes to indemnify the SAJHA against any liability arising out of any non-payment of tax liability till the Contract Period.

**9. Obligation of Both the Parties:**

- a. Preparation of Asset Register: A joint survey will be carried out by the representative of SAJHA and the Contractor to formulate a Register for the Asset for which the Work to be undertaken.

**10. Replacement of Items/ Materials/ Consumables etc:** The Contractor shall ensure that all such Items/ Materials/ Consumables etc that will be replaced by it during the course of the Work shall be of the same specification of equivalent brand or superior brand.

**11. The SAJHA or his representative will have the right to inspect the existing work of the contractor or incase found any deviation then appropriate actions may be initiated by SAJHA.**

**12. Contract Period:** The contract period shall commence from the commencement date till the penultimate date of the fifth Year of the contract.

**13. Commencement Date:** Commencement date shall be the date fifteenth day (15<sup>th</sup> day) from the date of handing over the work site to the contractor.

**14. Damages to property and assets of the stadia and SAJHA due to negligence:** Any damage, deterioration, loss caused to the property of SAJHA including the stadia mentioned in this document or assets therein due to negligence or carelessness on the part of the staff/workmen employed by the contractor shall be made good by the contractor at his own cost, if the contractor fails to do this, SAJHA will be within their rights to effect necessary recoveries from the contractors bills or appropriate from the performance security or through any other means as per the law

**15. Payment Terms**

- a. In Consideration for work carried out by the contractor under this Contract Agreement, the Contractor shall, with effect from the commencement date, in each calendar month during the Contract Period receive payment from SAJHA an monthly “**Contract Fee**” equivalent to an amount of {amount quoted by the bidder divided by twelve} in respect of the work; Bidder will be eligible to get payment monthly on pro-rata basis.
- b. The Contract Fee shall be increased at the rate of 3% every year till the expiry of the Contract Period over the previous year’s payment.
- c. The fees shall cover supply of all consumable stores including items like waste cotton, black tape and other insulation tapes and fuse wires etc., which are required for day to day maintenance including tools and plants and other equipments required in connection with execution of works.
- d. The fees shall cover transportation of machines from the place of installation, if required, to workshop and back to installation point at his own cost of reinstallation.
- e. The fees shall cover all the manpower cost , service cost, all taxes except service tax which will be paid by SAJHA, tools and tackles or any other cost;
- f. Only the undisputed amount will be payable to the contractor; The payable amount will be net of fines and penalties imposed on the contractor due to the deficiency in the performance of its services;
- g. The Contract Fee shall be deposited by the SAJHA in the designated bank account of the contractor, details of which will be provided by the Contractor to SAJHA from time to time;

**16. SAJHA Event of Default:**

- a. Each of the following events or circumstances, shall be considered for the purposes of this Contract Agreement as events of default of the SAJHA (“the SAJHA Event of Default”) which, if not cured within the time period permitted, if any, shall provide the Contractor with the right to terminate this Contract Agreement:
  - i. Breach by SAJHA of its obligations under this Contract Agreement which is not remedied within 90 days of receipt of written notice from the Contractor specifying such breach and requiring the SAJHA to remedy the same;
  - ii. Non payment of fees by SAJHA for more than 180 days to the contractor against its work and services under this Contract Agreement which is not remedied within 90 days of receipt of written notice from the Contractor specifying such breach and requiring the SAJHA to remedy

the same; provided that the non-payment is due to any dispute between the parties or any event of default on the part of the contractor;

- iii. a breach of any express representation or warranty by the SAJHA which has a Material Adverse Effect and such breach is not remedied within 90 (Ninety) days of receipt of written notice from the Contractor specifying such breach and requiring the SAJHA to remedy the same.

**17. Contractor's Event of Default:**

- a. Each of the following events or circumstances shall be considered for the purposes of this Contract Agreement as Events of Default of the Contractor ("Contractor's Event of Default") which, if not cured within the time period permitted by SAJHA, shall provide the SAJHA, with the right to terminate this Contract Agreement:
  - i. A breach of any express representation or warranty by the Contractor which has a Material Adverse Effect and such breach is not remedied within 30 (Thirty) days of receipt of written notice from the SAJHA specifying such breach and requiring the Contractor to remedy the same;
  - ii. The contractor has failed to perform as per the scope of work of this contract which has not been cured within the time period specified by SAJHA or thirty(30) days if not specified in the notice to that effect after receiving the notice of breach;
  - iii. Dissolution of the Contractor pursuant to Applicable Law, except for the purpose of a merger, consolidation or reorganization that does not affect the ability of the resulting entity to perform all the obligations of the Contractor under this Contract Agreement and provided further that such resulting entity expressly assumes all such obligations;
  - iv. Declaration of insolvency or the appointment of a liquidator in a proceeding for dissolution of the Contractor after lawful notification and due hearing, which declaration or appointment has not been set aside within 60 (Sixty) days thereof;
  - v. During the Contractor's Event of Default the SAJHA's obligations under this Contract Agreement shall be suspended and the SAJHA shall have no liability hereunder during the cure periods;
  - vi. Abandonment of the Work by the Contractor;
  - vii. SAJHA notifies the Contractor of a failure in performance by the Contractor or its employees or agents or sub-contractor(s) to rectify or replace the fault/failure/breakdown/malfunction of machines/systems in accordance with the terms and conditions of this Contract Agreement and further issues a

- notification to the Contractor of the failure to remedy such non-compliance within the time frame as may reasonably have been specified for rectifying the same; and
- viii. Contractor creates or permits to subsist any Encumbrance, or otherwise transfers or disposes of all or any of its rights and benefits under this Agreement to a third party without the approval of SAJHA.
  - ix. Persistently disregard the instructions of SAJHA, or contravene any provision of the contract.
  - x. Fail to take steps to employ competent or additional staff and labour as required for supervision of these conditions.
  - xi. Fail to afford SAJHA proper facilities for inspection the works or any part thereof as required.
- b. The pace of the execution of the contract is found to be slow, or workmanship at any stage is found to be substandard.

**18. Penalty:** Organizing on one side the General Maintenance of Electrical system as enumerated at scope of work and other side attending/responding to break-down calls as enumerated scope of work is the sole responsibility of contractor. Any deficiency in organizing the these works will not be allowed and therefore SAJHA will recover from the contractor, damages, by the way of penalty of one (1%) percent of the total value of the contract for the year per week subject to a maximum of five (5%) percent for each week's delay in the event of any non compliance of break-down calls. After five (5%) percent, contractor's event of default will occur.

**19. Termination for Event of Defaults:**

- a. In the event the SAJHA terminates this Contract Agreement for a Contractor's Event of Default, the Contractor shall hand over the Work Sites along with all asset, materials, equipments as per the asset register to the SAJHA. However, the SAJHA shall not be obliged to compensate or make any payment to the Contractor in any manner whatsoever once the decision of termination has been taken by SAJHA.
- b. In the event of termination under this clause, SAJHA shall forfeit the Performance Security, the Work Site and Work Facility.
- c. Notwithstanding anything contained in this Agreement, Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Contractor in connection with the Work.

- d. Whenever this Contract Agreement is terminated in terms hereof and insurance proceeds are available in connection with the Insurance Policies to which the Contractor is entitled or should be entitled pursuant to this Contract Agreement with respect to the Work, such proceeds shall, if not used to effect a restoration or to make repairs to the Work, shall be used to set off any outstanding dues whatsoever payable by the Contractor to the SAJHA.

**20. Survival of obligations:**

- a. Notwithstanding anything to the contrary contained in this Contract Agreement any termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, performance security, and other rights and remedies, which it may have in law or contract. All obligations of Contractor under this Agreement, shall survive the termination to the extent such survival is necessary for giving effect to such obligations;

**21. PERFORMANCE SECURITY:**

- a. For due and faithful performance of its obligations during the Contract Period under this Contract Agreement, the Contractor has in terms of the tender and the LoI, furnished to, Sports Authority of Jharkhand(SAJHA) within a period of 15 days from issuance of LoI , a performance security in the form of an **irrevocable and unconditional Bank Guarantee (Performance Security), bearing No. \_\_\_\_ [...], issued from the \_\_\_\_ [...] (Nationalized/Scheduled) bank, having validity period of \_\_\_\_ [...] years**, for an amount equivalent to 5% of the value of the contract (as per the price bid) for the work. The Contractor shall provide the Performance in the format as given in Schedule I of the Draft Contract Agreement.
- b. The Performance Security shall be maintained and kept valid and subsisting by the Contractor at all times till the contract period and will be returned to the Contractor within 45 days of expiry of the Contract.
- c. In case of Contractor's Event of Default, the SAJHA shall without prejudice to its rights specified herein and under law, shall have the right to invoke the Performance Security by giving 30 days notice to the Contractor.
- d. Upon occurrence of a Contractor's Event of Default, the Government shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such Contractor Default. Upon such encashment and appropriation from the Performance Security, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance



Security provide a fresh Performance Security, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which SAJHA shall be entitled to terminate this Agreement in accordance with the term hereof. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional cure period of 15 (fifteen) days for remedying the Contractor Default, and in the event of the Contractor not curing its default within such Cure Period, SAJHA shall be entitled to en cash and appropriate such Performance Security as damages, and to terminate this Agreement in accordance with the terms hereof.

e. No interest will be payable on the performance security.

**22. Liquidated Damages:** In case negligence or carelessness on the part of the contractor is detected in the works carried out by the contractor, the consequential damages thereof shall be quantified by SAJHA in a reasonable manner and recovered from the contractor by way of liquidated damages apart from any penalty imposed by SAJHA.

**23. Representations and Warranties of the Contractor**

a. The Contractor represents and warrants to the Authority that:

- i. It is duly organised and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- ii. It has taken all necessary corporate and other actions under Applicable Laws to authorise the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- iii. it has the financial standing and capacity to undertake the Work in accordance with the terms of this Agreement;
- iv. this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- v. it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- vi. the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this

Agreement;

- vii. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- viii. it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- ix. no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Agency/instrumentality in relation to Applicable Approvals contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty
- x. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith; and
- xi. all information provided by the Successful Bidder in response to the tender or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects.

**24. Representations and Warranties of SAJHA:** The Authority represents and warrants to the Contractor that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- b. it has taken all necessary actions under the Applicable Laws to authorize the **Sports Authority of Jharkhand**

- execution, delivery and performance of this Agreement;
  - c. it has the financial standing and capacity to perform its obligations under this Agreement;
  - d. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof,.
  - e. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
  - f. it has complied with Applicable Laws in all material respects;
  - g. it has good and valid right to the Work Site, and has power and authority to grant a license in respect thereto to the Contractor
- 25. Disclosure:** In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.
- 26. Additional Information:** The Contractor hereby agrees and undertakes to provide to the SAJHA/ PMC such further information as the SAJHA/ PMC may reasonably request on a monthly basis in order to monitor the progress and performance of the Work.
- 27. Transfer of Work:**
- a. The Contractor shall also deliver to the SAJHA on such date such operating/maintenance manuals, plans, design drawings and other information for the work by the Contractor as may reasonably be required by the SAJHA to enable it to continue the Maintenance of the stadia;
  - b. All service contracts/Work Agreements of the Contractor shall specify the termination/expiry date & its corresponding effect. Failure to specify the same & its corresponding effect in the service contracts shall not adversely affect SAJHA and the Contractor shall be solely responsible for handover of the Work Site and Assets on the Transfer Date at its own risk & cost.
- 28. Right to SAJHA to choose Insurance and Contractor Warranties:** The SAJHA shall on the expiry/termination Date have the right to chose and retain all or any of the unexpired

Insurance Policies, contractor warranties in relation to the works. The Contractor shall ensure that any rights which are to be so assigned are capable of assignment and such assignment has been approved under the terms of the relevant contract by the counterparty to the Contractor.

- 29. Assignment of Contracts :** The SAJHA may, in its sole and absolute discretion, have the right to choose and retain on the termination/expiry Date all or any of the contracts, equipment contracts, supply contracts and all other contracts except service contracts with the Staff, entered into by the Contractor and subsisting as on the Transfer Date;
- 30. Condition of the Facility upon Transfer:** On the termination/expiry Date the all the facilities, material, equipments, systems shall be in fair, usable/habitable and in a state of good working conditions as per Good Industry Practices, subject to normal wear and tear, having regard for the nature, construction and life span of the assets.
- 31. Passing of Risk:** Until the Transfer Date, all risks shall lie with the Contractor for loss of or damage to the whole or any part of the equipments/systems used by the contractor for the work during the Contract Period. On and from the Transfer Date all risks, if any, in relation to the systems, equipments and assets used by the Contractor during the Contract Period shall be deemed to have been transferred to and lie with the SAJHA.
- 32. Liability to Third Parties :**
- a. A Party shall promptly inform the other Party of any claims or proceedings or anticipated claims or proceedings against the other Party in respect of which the other Party is entitled to be indemnified under this Article 21 as soon as a Party becomes aware of the same. Each Party shall give reasonable assistance to the other in defending such claims and the Party giving such assistance shall be entitled to be indemnified to the extent of the costs incurred by it in this regard;
  - b. None of the Parties shall permit any claim or proceedings referred to in clause 76 above to be settled without the prior written consent of the other Party;
  - c. The SAJHA shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Contractor for the work during the Contract Period and for the Contractor's contracts with Third Parties.
- 33. Indemnification :** The Contractor shall indemnify, defend and hold harmless the SAJHA during and after the term of this Contract Agreement from and against all liabilities, damages, losses, expenses, deaths, demands, actions, proceedings, costs and claims of any nature whatsoever, including without limitation legal fee and expenses,

suffered by the SAJHA or any Third Party as a result of or arising out of or in any way connected with the acts, omissions, negligence, nuisance, breach of this Contract Agreement and failure to perform obligations hereunder of or by the Contractor and its employees, agents, representatives and Contractors, including the use or violation of any copyright work or literary property or patented invention, article or appliance, except to the extent that such injury, damage or loss is attributable to a negligent or willful act or omission of the SAJHA.

**34. Risk and Liability:** Except as expressly provided in the Contract Agreement, the Contractor shall carry out and perform its rights and obligations under the Contract Agreement at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Work and all its rights and obligations under or pursuant to the Contract Agreement.

**35. INSURANCE :** The Contractor shall, on and from the date of taking over the possession of the Work Site and Work Facility if any, up to the end of Contract Period, maintain or cause to be maintained, at its own expense, the following insurance policies:

- a. Fire & Theft;
- b. Loss or damage to property, Work Site and Assets created by the SAJHA and the Contractor, due to negligence and carelessness on the part of the contractor or its employees or subcontractor's appointed by it.; and
- c. In respect of claims for personal injury to or death of any person employed by the Contractor its subcontractors and arising out of such employment.

The premiums payable on insurance coverage as indicated above, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Contractor.

**36. Evidence of Insurance Coverage :** The Contractor shall furnish to the SAJHA copies of certificates of insurance in respect of the Insurance Policies referred to in clause above as soon as reasonably practicable after they are received by the Contractor and from time to time shall furnish evidence to the SAJHA that all premiums have been paid, and that the relevant policies remain in existence. In the event that the Contractor fails to maintain the Insurance Policies as required under this Contract Agreement as certified by the Independent Expert, the SAJHA may take such required policies and recover the costs and expenses incurred in this regard from the Contractor.

**37. Confidentiality :** No Party shall, without the prior written consent of the other Party, at any

time divulge or disclose or suffer or permit its servants or agents to divulge or disclose to any Person or use for any purpose unconnected with the Work any information which is, by its nature or is marked “Proprietary Material,” concerning the other (including any information concerning the contents of this Contract Agreement) except to their respective officers, directors, employers, agents, representatives and professional advisors or as may be required by any law, rule, regulation or any judicial process for period of five years after the termination/expiry Date; provided, however, that a Party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Work. This clause shall not apply to information:

- (a) already in the public domain, otherwise than by breach of this Contract Agreement;
- (b) already in the possession of the receiving Party before it was received from the other Party in connection with this Contract Agreement and which was not obtained under any obligation of confidentiality; and
- (c) obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality.

**38. Labour regulations:**

- a. **Contract labour Act:** Contractor should obtain license under section 12 and 13 of the contract labour (Regulations & Abolition) and act rules made there under by the Central Govt. of India and the same should be kept valid at least until the expire of contract with SAJHA. The license should be shown as and when demanded by the concerned authorities. Xerox copies of the valid licenses should be produced to the SAJHA. Failure to obtain the license, acceptance of the tender is liable to be withdrawn. The contractor shall carry out his obligations and duties under the Contract labour (R&A) Act. 1970 and the rules framed hereunder.
- b. **Payment of Wages:** The contractor shall pay to be employee not less than the minimum wages and allowances applicable to the Engineering Industries as notified from time to time by the Jharkhand state Govt. under the minimum wages Act. The contractor has to follow the SAJHA’s appropriate circular for payment of wages time to time. Contractor shall be responsible for timely payment of wages of all employees engaged in not less than the prescribed minimum wages in each case

and without any deductions of any kind except specified by Government of permissible under the payment of Wages Act

- c. It shall be the duty of the Contractor to ensure that timely disbursement of wages is made.
- d. PF. ESI Act. & Scheme: The Contractor wherever applicable shall cover all his eligible employees engaged on SAJHA jobs, under the Employees State insurance Act & scheme and Employees State Insurance Act & Scheme, by furnishing necessary returns to appropriate authority and pay both employees and employers contributions in respect of these employees to the concerned authorities. He shall also give us an undertaking that he will not engage anyone our duly covered under the said Act..
- e. ESI & PF Registration Certificate in original to be produced before the Retainer Dept and a copy to be submitted before/at the time of commencement of work. ESI Challans against deposit of monthly contributions of workmen be submitted every month, 10th day of the subsequent months, to ESI Authorities and copies be made available to SAJHA along with ESI empanelment of all employees engaged by them latest by 20th day of each month. Contractor to ensure that Half/yearly Returns are submitted to ESI Authorities, endorsing a copy to SAJHA. The contractor must submit valid labour license from appropriate authority.

**39. SECURITY:**

- a. The contractor shall be responsible to ensure that all persons, employed by him to execute any work in connection with this contract, are fully aware of the provision of the official secrets act 1923 and its connection with any other statutory act/law/amendment in force and have undertaken to comply with the same.

**40. RISK AND COST:**

- a. Any job in the scope of work which is not undertaken by the contractor, would be offloaded by the SAJHA on the risk and cost of the contractor and the cost of the repairs along with penalty charges shall be deducted from the bill.

**41. ENVIRONMENTAL POLICY:**

- a. The Sports Complex is committed to continually improve upon environmental performance through pollution prevention and resource conservation. Contractors should strive to:
  - i. Minimize the generation of dust and noise

- ii. Have effective utilization of utilities like water, electricity etc.
  - iii. Educate, train and motivate employees to execute their tasks in an environmentally responsible manner.
42. All disputes arising out of or in any way connected shall be deemed to have arisen in Ranchi only the courts in Ranchi shall have jurisdiction.
43. Amendments: Except as otherwise provided herein, no modification, amendment or waiver of any provision of this Contract Agreement shall be effective unless such modification, amendment or waiver is approved in writing by each of the Parties.
44. Severance of Terms: Whenever possible, each provision of this Contract Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Contract Agreement is held to be invalid, illegal or unenforceable in any respect under any Applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Contract Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.
45. Language : All notices, certificates, correspondence or other communications under or in connection with this Contract Agreement shall be in English.
46. Notices: Any notice to be given hereunder shall be in writing and shall either be delivered personally or sent by registered post, telex, facsimile transmission, electronic mail or other means of telecommunication in permanent written form. The addresses and numbers for service of notice shall be given to the Parties at their respective addresses set forth below:

Contractor : \_\_\_\_\_

The SAJHA : \_\_\_\_\_

or such other address, telex number, or facsimile number as may be notified by that Party to any other Party from time to time, and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number. In case any Party changes its address,



communication numbers, or directed attention as set forth above, it shall notify the other Parties in writing prior to the adoption thereof.

47. **Governing Law:** This Contract Agreement shall be governed by and construed in accordance with the Laws of India and the courts at Ranchi shall have jurisdiction over the disputes arising between the Parties.
48. **Relationship :** Nothing in this Contract Agreement shall constitute or be deemed to constitute a partnership between the Parties or confer on any Party any authority to bind the other or to contract in the name of the other or to incur any liability or obligation on behalf of the other or make or deem to be the agent of the other in any way.
49. **Survival :** The provision relating to liability and indemnification, intellectual property and confidentiality and dispute resolution contained in this Contract Agreement shall survive the termination or expiry of this Contract Agreement.
50. **Authorized Representative :** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract Agreement may be taken or executed
- (a) on behalf of the Governor of Jharkhand by [.]
  - (b) on behalf of the Contractor by [.]

Each Party hereto undertakes and agrees that in case of replacement of its authorized representative, it shall notify the other Party hereinabove of its name and title at least five days prior to his taking office. In the event of default of this undertaking, all the notices, instructions, correspondences, received from or addressed to the last recorded authorized representative shall be deemed valid for all purposes.

51. **Waiver:** The failure of any Party to insist upon strict adherence to any term of the Agreement on any occasion shall not be considered a waiver of any right hereunder nor shall it deprive such Party of the right thereafter to insist upon strict adherence to that term or any other of the Agreement.
52. **Others:** Prior to executing this Contract Agreement, the Contractor has conducted a due diligence audit to its satisfaction in respect of the SAJHA, contractual structure for implementing the Work, technical and financial feasibility of the Work, the Applicable Laws and Applicable Approvals and all matters concerning or related to the Work. The Contractor is entering into this Contract Agreement on the basis of its own satisfaction based on its due diligence.

53. The contractor shall provide all the required service included in the schedule every day (i.e. Monday to Sunday) every week, Rest compensatory rest leave etc, shall be arranged by the contractor at his own cost.
54. This scope of work is not exhaustive and there can be minor changes, which the contractor has to carry out.
55. Monthly visit of qualified engineer(s) to inspect all the equipment's as specified for smooth functioning.
56. Breakdown maintenance as and when required within the specific time limit followed for such equipments and good industry practice.
57. Special care has to be taken during the days of events within the stadia so that no interruption occurs in the games and events. In case such interruption occurs immediate response has to be ensured by the contractor and the defect must be rectified within the shortest possible time.
58. The agency will provide all the services as defined in the scope of work of this document.
59. Regular daily/weekly/periodically inspection visit by a technically trained person for particular equipment has to be ensured and precautionary measures to be taken for avoiding any break downs should be incorporated in the routine reports.
60. Testing of the transformer oil for dielectric strength and acidity is to be carried out yearly. The replacement of transformer oil has to be carried out by the contractor even if that costs more than Rs.2,00,000/-(two lakhs). The contractor is advised to include this in its financial proposals.

**Schedule-1**  
**PERFORMANCE SECURITY**

The \_\_\_\_\_[...],  
\_\_\_\_\_[...],  
\_\_\_\_\_[...],  
\_\_\_\_\_[...],

**WHEREAS:**

- (A) ..... (the “**Contractor**”) and \_\_\_\_\_[....], (the “**Authority**”) have entered into a Contract Agreement dated ..... (the “**Agreement**”) whereby the Authority has granted \_\_\_\_\_ the Contractor to undertake \_\_\_\_\_ (Work).
- (B) The Agreement requires the Contractor to furnish a Performance Security to the Authority in a sum of Rs. \*\*\*\*\* Lakhs. (Rupees \*\*\*\*\* Lakhs) (the “**Guarantee Amount**”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement).
- (C) We, ..... through our Branch at ..... (the “**Bank**”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the Contract Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums upto an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an Officer not below the rank of Executive Director to the Authority, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Agreement and its decision that the Contractor is in default shall be final, and binding on the Bank,

**Sports Authority of Jharkhand**

notwithstanding any differences between the Authority and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force and effect until the expiry of \_\_\_\_[...] months period from the date hereof and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has

the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of \_\_\_\_[....] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement

Signed and sealed this ..... day of ....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of  
the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.