

# JHARKHAND STATE CRICKET ASSOCIATION

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

## NOTICE INVITING TENDER (NIT)

Jharkhand State Cricket Association (J.S.C.A.) invites offer from reputed and experienced contractor for **Painting and balance work** in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi. The details of the tender are given below.

S. No.	Items	Details
1	<b>Tender Notice Number and date</b>	JSCA/RNC/154/243/2020 Dated: 21.09.2020
2	<b>Name of work</b>	Painting and balance work in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi.
3	<b>Tender Processing Fee</b>	Rs.15,000/-
4	<b>Earnest Money Deposit (EMD)</b>	Rs.2.00 Lakhs (Rupees Two Lakhs only)
5	<b>Last date and time of receipt of tender</b>	05.10.2020 till 12:00 Noon
6	<b>Place of submission &amp; opening of Tender</b>	The C.E.O., Jharkhand State Cricket Association, International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi - 834 004.
7	<b>Time for completion of work</b>	Seventy-Five (75) days
8	<b>Validity of tender</b>	Sixty (60) days from date of opening of tender.
9	<b>Email and telephone no. for any clarification</b>	jscaranchi@gmail.com 0651-2402009.

1. Tender should be submitted in a sealed cover with EMD and Tender Processing Fee (both payable separately) in the form of Demand Draft (D.D) in favour of Jharkhand State Cricket Association payable at Jamshedpur superscribing the name of work, Tender notice number, Due date of submission as indicated below:-
2. Tenders without EMD and Tender Processing Fee shall be summarily rejected.
3. The tenderer shall return the duly filled in tender document after affixing signature on all the pages of the Tender Documents alongwith technical bid.
4. The tender document consists of the following:

i	Notice Inviting Tender (NIT)
ii	Instructions to Tenderer (ITT)
iii	Preamble to Schedule & BOQ
iv	General Conditions of Contract (GCC)
v	Special Condition of Contract (SCC)
vi	Declaration by Tenderer

5. Bids should be submitted as follows:

Envelop No. 1	-	Technical + Tender Processing Fee + Commercial bids + EMD (sealed)
Envelop No. 2	-	Price bid (sealed)
Envelop No. 3	-	Both Envelop 1 & Envelop 2 (Sealed)

**For Jharkhand State Cricket Association**

**(A.K.Singh)**  
**C.E.O.**

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## **INSTRUCTIONS TO TENDERERS** **(ITT)**

1. Sealed offers for the above said work is hereby invited from vendors/ tenderers experienced in works of similar kind and magnitude.
2. The address of the Contractor, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number (both office & residence), E-mail address, mobile no. etc..
3. All entries in the tender documents should be in same ink. Erasures and over writing are not permitted.
4. Tenderers shall fill in blank spaces, if any in tender documents and also sign each and every page of the tender document including the drawings (wherever applicable).
5. Rates should be quoted in figures as well as in words in Indian Currency only – i.e., Rupees and Paise with reference to each item and for all the items shown in the schedule.
6. The rates shall include all taxes and duties payable (GST) including expenses towards PF and ESI contributions. Amount of each item and the grand total amount of the whole value shall be filled in by the tenderers. The figure, which corresponds to the calculated amount, shall be considered.
6. In the case the rate quoted in figures differ from those quoted in words, rate which corresponds to calculated amount shall be considered.
8. In quoting their rates, the tenderers are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.
9. The rates to be quoted shall be firm and shall inclusive of all applicable statutory levies arising from Central / State legislature and rules and regulations framed there under prevailing at the date seven (7) days prior to the last date of bid submission.  
  
Any variation in the existing statute or by introduction of new Tax and duties applicable to the above work will be to the account of JSCA at actual against the documentary evidence.
10. Quantities shown in the attached schedule are only tentative and approximate and are liable for variation. The quantity variation within + 20% from the schedule will be paid at the quoted rates and the variation beyond + 20% of the quantity will be paid deriving market rate at the discretion of JSCA.
11. Before quoting, the tenderers are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with General Conditions of Contract (GCC), Instructions to tenderers (ITT), Special Conditions of Contract (SCC) drawings wherever applicable and specifications and all other documents which form part of the agreement to be entered into subsequent to award of work. The tenderers shall specially note that it is the tenderer"s responsibility to

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provide any item, which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.

12. The tender must be signed by the person holding the power of Attorney on behalf of the Company. A copy of the power of attorney duly attested by a Gazetted officer/ public notary must accompany the tender.
13. Every tender must be accompanied by Demand Draft for the amount mentioned as Earnest Money. This Earnest money will be refunded to the unsuccessful tenderers after finalization of the award of work. In the case of successful tenderer, the earnest money will be retained as part of the Security Deposit for satisfactory completion of the work.
14. The Earnest Money Deposit shall be submitted along with Commercial bid only and should be furnished in the form of Demand Draft drawn in favour of **Jharkhand State Cricket Association** payable at Jamshedpur.
15. The successful Contractor (whose tender is accepted) should sign the contract agreement within fifteen days (15 days) of the date of the order directing him to do so. In case of failure to do so, the amount of Earnest Money already deposited by them may be forfeited and acceptance of their tender withdrawn.
16. JSCA reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason. In the case of acceptance of a part of tender, the time for completion may also be reduced to the extent considered appropriate by the accepting authority.
17. Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders, which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down and tenders not submitted in the prescribed forms are liable to be rejected.

18. **Documents to be submitted :**

The contractors should submit the following testimonials with their tenders with the commercial part of the tender. These testimonials shall be signed by the person (s) issuing the same indicating their name, designation and full address.

- i) List of similar works executed by the company since last five years.
- ii) Copy of latest audited Profit & Loss Accounts and Balance sheet of last three years.
- iii) PAN number.
- iv) Name of Banker, address and Account Number.
- v) GST Registration Certificates.
- vi) PF & ESI Registration Certificate.

19. The tenders should be accompanied by a list of contracts already held by the Contractor at the time of submitting the tender and giving the name of work, value and address.
20. Tenders received after due date and time would not be opened. The time indicated are Indian Standard Time (IST).

21. **Security Deposit**

Security Deposit shall be recovered at the rate of 10% from running bills.

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## **22. Terms of Payment**

The Terms of payment will be as given below :

- 22.1 90% of contract price shall be paid in two (2) monthly RA bills plus one final bill. 10% from RA bills shall be withheld as Security deposit.
- 22.2 The running payment shall be made against invoice submitted by the contractor for the work executed so far and measured alongwith representative of J.S.C.A.. However, the running payment shall be regarded as payment by way of advance against the final bill and not as payment for the work completed and accepted.

In addition to other information the bill should be accompany:

- a) Certificate from paint manufacturer towards quality of surface preparation and quality of final finish.
- b) Documents towards purchasing of paint from the paint manufacturer or from approved vendor for this project.
- 22.3 5% (Five percent) of contract price shall be released after one (01) year from issue of "work completion certificate" subject to repair of defects (if any) duly certified by Engineer-in-charge.
- 22.4 5% (Five percent) of contract price shall be released after two (02) years from issue of "work completion certificate" subject to the following:
- a) Bank Guarantee of equivalent amount (i.e.5%) valid till warranty period of contract.
- b) Repair of defects (if any) duly certified by Engineer-in-charge.
- c) No claim / No demand Certificate by the CONTRACTOR – in original.
- d) Copies of all statutory documents to be provided by the Contractor as required by JSCA.
- 22.5 No mobilization advance shall be paid. No payment against procurement of materials. Also no interest shall be payable on above BG amount.
- 22.6 The above Bank Guarantee shall be released after expiry of warranty period of contract and subject to repair of defects (if any) duly certified by JSCA's site engineer.

## **23. Extra Items / Deviated Items**

No extra items of work shall be carried out by the contractor other than those authorized to do so in writing by the Engineer. For any such items of work executed as per instructions of Engineer, the rates will be fixed on the basis of General conditions of contract (GCC) clause for 'Rate for Extra Item'.

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## **ELIGIBILITY CRITERIA**

**Name of work:** Painting and balance work in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi.

### **1. TECHNICAL ELIGIBILITY**

1.1 The tenderer/bidder must be an authorised applicator from original paint manufacturers viz ASIAN/BERGER/NEROLAC.

1.2 Tenderer should have successfully executed and completed “**painting work of buildings**” **during last five (05) years** ending March 2019 in any government/ semi government/ reputed and large organisation :

- i) One similar completed work of order value not less than **INR 150.00 Lakhs** (must have completed within 6 months).
- ii) Two similar completed works of order value each not less than **INR 100 Lakhs** each within six months.

1.3 The bidder should submit the warranty of minimum 07 (seven) years of the paint in the manufacturer’s letter-head alongwith the bid.

### **1.4 Documents to be submitted**

Bidder shall submit notarized copy of the following’s relevant documents

- a) Work order / contract along with BOQ
- b) Completion certificate of previous works executed by them giving name address and contact telephone number of the issuing authority, value of work done, date of completion.
- c) Authorization letter of Applicators from original Paint Manufacturer.

### **2. FINANCIAL ELIGIBILITY DOCUMENT**

2.1 Tenderer should fulfil following Financial eligible criteria:

- i. The average annual financial turnover of the Tenderer during last three financial years shall be at least **INR 450.00 Lakhs ending March, 2019**.
- ii. The Bidder shall submit a copy of Chartered Accountant’s certificate in support of meeting the above stipulated financial requirements.

2.2 The Bidder shall submit Audited Annual Financial Reports as well as Profit & Loss statement for last 3 (three) consecutive financial years ending March, 2019.

2.3 Bids from consortium is not acceptable.

### **3. COMMERCIAL DOCUMENT TO BE SUBMITTED**

Copy of following Documents to be submitted by the tenderer:

1	Financial capability : Solvency Certificate issued by Bank for sound Financial standing and liquidity (issued in 2017 to 2019).
2	PAN : Registration with Authority
3	ESI : Certificate of registration.
4	PF : Certificate of Registration.
5	GST : Registration with Authority

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## **DECLARATION BY TENDERER**

(To be furnished on letterhead)

- 1/ We hereby declare that our organisation have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings.
- 2/ With reference to this tender, we are submitting our offer after having fully read and understood the nature of the work and Qualification Criteria. We confirm that if at any time, any of the declarations is found to be false, our offer or work order is liable to be rejected.
- 3/ We hereby declare that there is **No Deviation** in the offer submitted by us. The Annexure (attached below) is filled in submitted along with the offer.
- 4/ On award of above project Contract for the above Tender, we undertake to comply with all legal and statutory regulations with regard to PF, Minimum wages, EPS, ESI, Statutory taxes & duties, Legal notice etc. for work executed by us. We shall bear the same keeping JSCA fully indemnified against the same in all respect for the above job under subject tender.

### **Signature of the Tenderer**

Name :

Designation :

(Seal of the Company)

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## ANNEXURE

### CHECK LIST

The Tenderer shall fill up the following questions. The answers are to be given only as "CONFIRMED" or "AGREED or YES".

Sl. No.	Question	Answer Confirmed /Agreed /Yes / Submitted
1	Cost of Tender :	
2	Earnest Money: Bank Draft i) Number and date of bank draft ii) Name of Bank	
3	Power of Attorney - Authority letter from Secretary of Company (in case of company) indicating that the signatory to the Tender is authorised for signing, is submitted.	
4	<b>PAN</b> : Copy of PAN card	
5	<b>PF</b> : Tenderer registered with P.F. authorities (Copy of Registration Certificates is enclosed).	
6	<b>ESI</b> : Tenderer registered with E.S.I. authorities (Copy of Registration Certificates is enclosed).	
7	SOP for COVID 19	
8	GST Registration Certificate	
9	Insurance - Agree	
10	Declaration by tenderer (Annexure) - filled & submitted	
11	Completion schedule : as per ITT	
12	Offer is valid for sixty (60) days from the due date of opening of tender.	
13	All terms and conditions shall be as per ITT, GCC, SCC and Technical Specification as stipulated in tender.	
14	Tender document duly signed and submitted.	
15	Copy of Latest Audited Profit & Loss Statements for last three years.	
16	Name of banker, address and account number	
17	Authorization letter of Applicator from original paint manufacturer	
18	Warranty of minimum 7 years after painting work from the original manufacturer	

**SIGNATURE OF THE TENDERER**

**NAME :**

**DESIGNATION :**

**(Seal of the Company)**

**Address :**

**Mobile no. :**

**E- mail :**

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## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **BRIEF DEFINITIONS :**

i/	PURCHASER/ OWNER	:	Jharkhand State Cricket Association, Ranchi
ii/	CONTRACTOR	:	Successful Tenderer
iii/	ENGINEER	:	Site Supervisor/ Engineer

### **1.0 SCOPE OF WORK**

- 1.1 The scope of work/ services shall be as per Tender Document enclosed in Technical Part as follows.
- 1.1.1 The scope of work shall include all works, supplies and services for completion of entire work as detailed in the **Technical Specifications/ Schedule of Quantities** of the tender stipulation.
- 1.1.2 The CONTRACTOR shall have his own site office, stores, godown, open storage etc. as may be required for carrying out the subject work.
- 1.1.3 The CONTRACTOR shall provide watch & ward, adequate lighting, security and preservation of stores to be maintained by him for the work under his scope.
- 1.1.4 Provide all labour, skilled, semi-skilled, un-skilled & supervisory personnel etc. as may be required to complete the work within the completion schedule.
- 1.1.5 Provide adequate tools, instruments, tackles, scaffolding, handling equipment required for completion of entire work.
- 1.1.6 Procurement of all the materials as may be required for carrying out the work.
- 1.1.7 Take required insurance coverage against all supplies, materials, equipment, labour, personnel including third party liability, risk of damage of own / other equipment and properties.
- 1.1.8 Arrange necessary Road Permit/ Way Bill, if required, at your own cost. JSCA shall not provide any Road Permit/ Way Bill to the contractor.
- 1.1.9 Make Timely payment of wages/ benefits to labourers, supervisory personnel engaged at site as per Wage Acts prevailing during execution of work, keeping JSCA completely indemnified against such payments. The CONTRACTOR shall keep a record of such payment and produce the same on demand by JSCA.
- 1.1.10 Abide by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from relevant statutory authorities as required. CONTRACTOR shall submit all statutory documents as may be required by JSCA.
- 1.1.11 Abide by all statutory obligations including ESI, EPF etc. during execution of order. CONTRACTOR shall submit all documentary evidence in this respects such as ESI, EPF certificates and Minimum Wage Certificate alongwith each and every bill or as may be required by JSCA.
- 1.1.12 Undertaking all works including repairs and renovation work for completeness to the satisfaction of JSCA.

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- 1.1.13 The CONTRACTOR shall attend any defect found during the maintenance period of contract. The CONTRACTOR shall promptly attend all the defects free of cost during this period and immediately shall take up the repairing/ rectification work required for making good of defects/ faults to the satisfaction of the engineers/ JSCA.
- 1.1.14 The Contractor shall allow paid holiday to all the workers on National Holidays i.e. Independence Day, Republic Day and Birth Day of Mahatma Gandhi.
- 1.1.15 The Contractor shall be held responsible for any damage or loss of JSCA's property. The cost of such damage/ breakage/ losses shall be deducted from the agency's bill or from his Security Deposit.
- 1.1.16 If the Contractor's performance/ quality of services rendered during the contract period is found to be unsatisfactory, the contract shall be terminated forthwith by JSCA by giving one (01) month's notice to the Contractor.

## **2.0 CONTRACT PRICE**

- a The total price for the scope of work/ services as per Technical Specification for estimated quantities of work and applicable unit rates shall be treated as the Contract Price.
- b This being firm unit rate contract, the above estimated Contract Price is subject to variation in quantities of work at actuals and as per final BOQ duly certified by the JSCA Engineer.
- c Unit rates of all the items shall remain firm, fixed and binding on the CONTRACTOR during entire period of execution of work and shall not be subject to any variation.
- d Final contract price to be paid to the CONTRACTOR shall be calculated based on applicable firm unit rates and the actual quantities of work finally executed and as certified by the JSCA Engineer.
- e The Contract price shall be deemed interalia to include and cover the cost of all necessary supplies and construction material for the scope of work/ services.
- f This being a unit rate contract, the payment shall be released against actual quantities of work executed as certified by JSCA Engineer and applicable firm unit rates as per the work order.
- g The Contract price / Unit rates are inclusive of all applicable taxes excluding GST.
- h If the quality of job executed is not as per specification, JSCA has right to get the job redone by the contractor for maintaining the desired quality. For such work, no extra payment will be admissible. In case the Contractor fails to do so, JSCA will get it done through other agency and cost of the same will be recovered from the Contractor's bill.
- i **MEASUREMENT OF WORK**
- i) Unless otherwise specified, measurement of work shall be carried out at site jointly by JSCA and Contractor and / or on the basis of the site order

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/ drawings issued by JSCA. The method of measurement shall be as per latest edition of IS 1200 unless otherwise specified.

- ii) In the event of any dispute with regard to measurement of work executed, decision of JSCA shall be final and binding on the CONTRACTOR.

## **3.0 TAXES AND DUTIES**

- a The Contract price is inclusive of all statutory taxes including expenses towards various statutory and regulatory bodies safety, all over heads and insurance coverage excluding GST.
- b Except as otherwise specifically provided in the order, the CONTRACTOR shall bear and pay all taxes, duties, levies as charges for the subject work by the CONTRACTOR, its sub-CONTRACTOR or their employees.
- c All other applicable Taxes, Duties, Levies, Fees or Royalties for execution of work, as applicable and other charges legally leviable on the CONTRACTOR in connection with the work order are included in the applicable unit rates / contract price and shall be borne and paid by the CONTRACTOR.
- d Any increase / decrease in the rates of existing taxes & duties and imposition of any new taxes / duties or withdrawal of any existing taxes/ duties as may be applicable 7 days prior to the date of submission of final offer on the supply and services under the Contract shall be to the JSCA's account.
- e The Contractor shall produce documentary evidence as may be called for by JSCA in respect of taxes, duties like GST, PF, wage sheet, ESI, etc. paid by the contractor, during each running account bill.
- f TDS as applicable will be affected from all payments as per prevailing rules.
- g The Contractor should abide by the minimum wages act prevailing in the state.

## **4.0 EFFECTIVE DATE**

- a The effective date of commencement of execution of the work by the Contractor shall be the date of issue of the LOI /Work Order, whichever is earlier.
- b The completion schedule of the work in all respect is indicated in the ITT.

## **5.0 TERMS OF PAYMENT**

The terms of payment shall be as per ITT.

## **6.0 SECURITY DEPOSIT**

Security Deposit shall as per ITT.

## **7.0 SUSPENSION AND TERMINATION**

- a JSCA may at any time temporarily stop the work under the Contract or any part thereof by notice in writing to the Contractor. The work so suspended shall be resumed by the Contractor on receipt of instructions from JSCA in writing. JSCA will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension of work.

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- b JSCA will be at liberty to terminate the Contract without prejudicing its rights and affecting the obligations of the Contractor by giving fifteen (15) days notice in writing in the following events:
  - i) If the Contractor fails to show progress of work or the work done by him is found unsatisfactory.
  - ii) If the Contractor fails to comply with the provision/ provisions of the Contract.
  - iii) If the Contractor is involved in any action of moral turpitude.

## **8.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE**

- a If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by JSCA, JSCA may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, JSCA without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the Contractor liable for the damages that JSCA may sustain in this regard.
- b Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, JSCA shall have at liberty to take the work wholly or part thereof from the Contractor's scope and may complete the work envisaged in the Contract themselves or may instruct to any other person or persons to execute the same or part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractor's risk and cost. This shall be without prejudice to JSCA's rights under other clauses of this Contract.
- c JSCA shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking Security Deposit.
- d If the Contractor performs any work in a manner contrary to the Contract, without the approval of JSCA, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to JSCA arising there from.

## **9.0 FORCE MAJEURE**

- a Should at any time during the continuance of the Contract the performance in whole or in part of any obligations by either party under this Contract be held up by reasons of any war, hostility, acts of foreign enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, cyclones, quarantine restrictions, Governmental regulations, law & order and other proclamation etc. (hereinafter referred to as "Events") then, provided notice of the happening of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof neither party shall, by reasons of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

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- b) Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure, lasting continuously for a period of at least four (4) weeks, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of two (2) weeks from the expiry of 4 weeks referred to above, the Contract shall be deemed to have expired at the end of the aforesaid two (2) weeks. Such expiry of the Contract will not relieve the parties from the obligations to reach agreement regarding winding up and financial settlement of the Contract.
- c) The above-mentioned force majeure events shall not include constraints, which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangement, break down of machines, strikes, lock outs etc.
- d) The above-mentioned force majeure conditions/clause shall also apply in the works of sub-contractors/suppliers of the contractor.

## 10.0 **ARBITRATION**

- a) All disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or breach there of shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and "Conciliation & Arbitration Act' 1996" and the award in pursuance there of shall be binding on the parties.
- b) The Jurisdiction of arbitration proceeding shall be at Ranchi.
- c) Work under this Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by JSCA or unless matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained.

## 11.0 **LIQUIDATED DAMAGES FOR NON-FULFILMENT OF COMPLETION SCHEDULE**

- 11.1 Time is essence of the Contract. The Contractor is aware that the contract work is to be executed within the stipulated completion schedule.
- 11.2 If the completion of work is delayed beyond the scheduled date for any reason other than due to Force Majeure conditions or for those attributable to JSCA, then the Contractor shall pay to JSCA as agreed Liquidated Damages but not by way of penalty on account of delayed successful completion of work **@ 0.5% of the final contract price for each complete week of delay or part thereof up to a maximum of 5% of the final contract price.**
- 11.3 Deduction of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the works.
- 11.4 L.D. (if any) shall be recovered from retention/ final payment or security deposit money of the contractor.

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## 12.0 **NOTICES**

### a) **Serving of notice on the Contractor**

Any notice to be given to the Contractor under the terms of the Contract shall be in writing and served at the discretion of the J.S.C.A. by either sending the same by registered post or leaving the same at the Contractor's principal place of business or in the event of the Contractor being a Company, to or at its registered office against a receipt issued by the authorised representative of the Contractor.

### b) **Service of Notice on the J.S.C.A.**

Any notice to be given to the JSCA under the terms of the Contract shall be in writing and served by sending the same by registered post to, or leaving the same at the J.S.C.A.'s office at Ranchi, Jharkhand against a receipt issued by the authorised official of the JSCA.

## 13.0 **FACILITIES TO BE PROVIDED BY J.S.C.A.**

a J.S.C.A. shall provide to the CONTRACTOR Sketches, instructions for execution of work as may be required by the Contractor.

b JSCA may provide space for making temporary Store only. Contractor shall construct temporary stores at their own cost at specific location as provided by JSCA. Upon completion maintenance /Defect liability period of contract, contractor shall immediately demolish the temporary store at their own cost and clear the site before claiming final payment from JSCA.

c. No accommodation shall be provided for the workmen nor they shall be allowed to stay within the complex.

## 13.1 **CONSTRUCTION WATER**

i. Construction & Drinking water shall be supplied free of cost to the CONTRACTOR at a single points or from open wells located in the complex depending upon the availability. The CONTRACTOR shall make its own arrangements to lay and maintain necessary distribution lines, valves, etc., from this point at its own cost.

ii. The water will be supplied intermittently, the CONTRACTOR shall be responsible to store water in sufficient quantities to meet its requirements for at least two (2) days for its continuous use. Quantum of supply will depend on availability and no claim for shortfall shall be allowed by JSCA.

iii. The CONTRACTOR shall ensure that there is no wastage of water. The CONTRACTOR will also be responsible for maintaining the taps, pipe lines, etc., in proper condition. The CONTRACTOR shall obtain prior approval of JSCA for the distribution scheme before laying the pipelines.

## 13.2 **CONSTRUCTION POWER**

i) Construction power will be supplied free of cost to the contractor within 300 meter from site at one point. The CONTRACTOR shall make its own arrangements to lay and maintain necessary distribution lines and wiring at its own cost. In the event of grid power failure/non-availability of power for some time, the contractor shall be responsible for arranging power at its own cost

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and this may not be the reason for delay in completion of work for which the contractor shall be held responsible for such delay.

- ii) The CONTRACTOR shall be responsible for all damages, losses, etc., due to fire or otherwise if it is due to the CONTRACTOR's negligence, improper installation, operation and / or maintenance of CONTRACTOR's part of installations.

## **14.0 RATE OF EXTRA ITEMS**

Should it be found necessary to execute any item of work which is not included in the schedule of items and as such no contract rate is available, the rates for such extra item shall be fixed as per the following order of precedence :

- a. Where the extra works are of similar character and/or executed under similar conditions as any of work appearing in schedule of quantities, then the rates for such extra item shall be derived from the contract rates of similar/closest item of work provided.
- b. Where the extra items are of similar character and / or executed under similar condition as appearing in the CPWD Specifications, then the rates for such extra items shall be followed as per latest edition of CPW Schedule of Rates.
- c. Where the nature of extra item is such that the rate for the same can not be derived as per procedure a & b above, then the rate shall be established based on the market rates of labour and materials. 15% shall be added towards overhead and profit. The procedure for rate analysis will be as per CPWD Norms.
- d. The CONTRACTOR must submit his claim for extra items of work in advance alongwith necessary justifications. In no case extra claim shall be considered submitted unless same is confirmed by JSCA before execution of such extra work.

## **15.0 SUB-LETTING**

- a. The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of JSCA.
- b. JSCA shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, JSCA reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost.
- c. The CONTRACTOR shall be solely liable for any loss or damage which JSCA may sustain in consequence or arising out of such replacing of the contract work.

## **16.0 PERMITS AND LICENSES**

- a. The CONTRACTOR shall at its own expense obtain all permits and licenses from concerned state authorities required for the performance of work under

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this order and the CONTRACTOR shall be required to bear all fees paid to the Government or local licensing authority for obtaining permits and licenses. The CONTRACTOR shall perform the work in accordance with the conditions of all applicable permits and licenses.

- b The CONTRACTOR shall provide JSCA with evidence/copy of licenses granted and any restrictions contained therein.

## **17.0 COMPLETION CERTIFICATE**

- a Within 10 (Ten) days of the completion of contract period, CONTRACTOR shall give notice of such completion to JSCA, JSCA shall inspect the work and after satisfying itself with tests as required, shall issue a completion certificate to the CONTRACTOR, if there is no defect, imperfection or short fall in the work.
- b No Completion Certificate shall be issued nor shall the work be considered to be complete until the CONTRACTOR removes from the site all scaffolding, surplus materials, rubbish, etc. and all temporary works and cleans off the dirt from wood work, doors, windows, walls, floors, or other parts of the work.

## **18.0 MAINTENANCE GUARANTEE PERIOD (DEFECT LIABILITY PERIOD)**

Guarantee period shall be seven (7) years from date of issue of Completion Certificate (refer clause 8 - Negligence, Default & risk purchase).

## **19.0 LABOUR**

### **a. CONTRACT LABOUR RULES**

In respect of all labour directly or indirectly employed on the works by the CONTRACTOR, the CONTRACTOR shall comply with and implement all the provisions of the Contract labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislation and rules of the State and/or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the CONTRACTOR shall be deemed to be the Employer for this purpose. The rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register etc. will be deemed to be part of the Contract.

The CONTRACTOR shall have a valid labour license and shall also maintain all records/ register/return/cards under State Contract Labour (R&A) Rules Act.

### **b. CONTRACTOR SHALL ALSO STRICTLY ADHERE TO ALL PROVISION OF THE FOLLOWING ACTS :**

- i) MINIMUM WAGES ACT 1948 AND PAYMENT OF WAGES ACT 1936
- ii) STATE GOVERNMENT'S MINIMUM WAGE FIXATION ACT 1962
- iii) PROVISION OF WORKMEN'S COMPENSATION ACT 1923
- iv) APPRENTICES ACT 1961
- v) HEALTH, SAFETY, WELFARE OF LABOUR
- vi) Building and Other Construction Workers – Welfare Cess Act, 1996
- vii) Building and Other Construction Workers - Regulation of Employment and Condition of Service Act, 1996; (if necessary).

### **c. PRESERVATION OF PEACE**



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The CONTRACTOR shall take adequate precautions and use his best endeavour to prevent any riotous or unlawful behaviour by or amongst his workmen and/or others employed on the works by him and for the preservation

of peace, protection of the inhabitants & security of the property at or in the neighbourhood of the works/site.

**d. PAYMENT OF WAGES**

i) The CONTRACTOR shall make regular and prompt payment of wages to the labourers engaged in the work and in no case shall the payment be delayed more than seven days following the period for which the wages are due. The CONTRACTOR shall send a certificate to JSCA to this effect every month. If it is found that workers are not paid regularly, the order is liable to be terminated.

**e. CONDITION OF SERVICE OF EMPLOYEES OF CONTRACTOR**

f. The CONTRACTOR shall abide by the provisions of State Contract Labour (R&A) Rules regarding condition of service. No female shall be allowed to work between 6 PM and 6 AM.

i) SANITARY ARRANGEMENTS

The CONTRACTOR shall comply with all sanitary rules in force and carry out all sanitary measures and permit inspection of all sanitary arrangements at all reasonable times by JSCA.

ii) INFECTIOUS DISEASES

The CONTRACTOR shall employ such persons as are found to be free of contagious diseases and shall produce, if required by MECON, certificate of fitness of all his or his sub- CONTRACTOR's employees working at site. The CONTRACTOR shall, if required by JSCA, subject all his employees to regular medical check up and produce satisfactory evidence of their being free from any contagious disease.

iii) MEDICAL FACILITIES AT SITE

The CONTRACTOR shall provide medical facilities at the site as per rules in force in relation to the strength of the CONTRACTOR's staff and workmen deployed at site and cover his employee under ESI.

iv) SOP

The Contractor shall submit Standard Operating Protocol (S.O.P.) for prevention of COVID 19 pandemic.

v) AGE LIMITS OF LABOUR

No child/adolescent shall be allowed to work in JSCA's premises including the offices and canteen. The CONTRACTOR shall not employ for the purpose of the work, any person below the age of 18 years and above the age of 60 years. JSCA shall have the right to refuse to allow any labourer

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whom he considers to be underage to be employed by the CONTRACTOR. The age limit of workmen shall be between 18 years & 60 years.

## **g. EMPLOYEE'S PROVIDENT FUND**

- i) The CONTRACTOR shall be solely responsible for deduction and contributions under the Employees' Provident Fund and Family Pension Act, 1952 and the scheme made there under as amended from time to time. He shall be solely responsible for the maintenance of records for payment of contributions and submission of returns in accordance with the said act and scheme.
- ii) In case the CONTRACTOR fails to make payments under the above act and the scheme made hereunder and as amended from time to time, JSCA reserves the right to make such payment on behalf of the CONTRACTOR, on demand from the authorities under the Act and recover the same from the payments due to the CONTRACTOR. Further, the CONTRACTOR shall indemnify and keep indemnified JSCA against any loss or damage whatsoever that may be suffered by JSCA as a result of any claims, damages, penalties for any failure, non-compliance on his part with the provisions of the aforesaid act and the scheme framed thereunder.

## **20.0 SAFETY AND SECURITY**

- a The CONTRACTOR shall take all safety measures that are required by JSCA. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.
- b The CONTRACTOR shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The CONTRACTOR shall ensure that the workmen on site use safety belts, gloves, helmets, masks etc. as are necessary for their safety.
- c The CONTRACTOR shall take adequate safety precautions for prevention of accidents at site. The CONTRACTOR shall also ensure that their employees/workmen observe the statutory safety rules and regulations as also those laid down by JSCA from time to time.

## **21.0 INSURANCE**

- a Contractor, as required by law for purpose of this Contract, shall arrange, secure and maintain during execution of the Contract, all insurances as may be necessary or required by law for purpose of this order and for all such amounts to protect the interest of the JSCA against all risks as detailed herein. Insurance Policy taken shall be kept valid till completion of work at site.
- b Contractor shall ensure that the Contractor shall furnish to JSCA with evidence of such insurance, a copy of the issued policy and any amendments thereto and prompt notification of any cancellation or termination thereof. Should the Contractor default in paying any premium when due, JSCA, without prejudice to other remedies set forth in this contract, shall be at liberty to pay such premium and recover the same from the Contractor.

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- c Contractor shall arrange Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General liability Insurance at his cost as under.
- d Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff.

## 22.0 **GOVERNING LAW**

This order including the Arbitration proceeding shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Ranchi.

## 23.0 **SECRECY/ CONFIDENTIALITY**

The technical information, drawings, specifications and other related documents forming part of tender or contract are the property of JSCA and shall not be used for any other purposes, except for execution of the order. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without JSCA consent in writing except to the extent required for the execution of this order. These technical information, drawings, specifications and other related documents shall be returned to JSCA with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the CONTRACTOR to trace such documentation.

Except with the written consent of JSCA the CONTRACTOR shall not make use of any document other than for the purposes of this order.

## 24.0 **CORRESPONDENCE**

All correspondences with regard to this work order shall be made in duplicate to the following addresses:

The Chief Executive Officer JSCA International Stadium, HEC campus, Dhurwa, Ranchi, Jharkhand	Phone : 0651 248009 E-mail : jscaranchi@gmail.com
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## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. Unless otherwise specified, materials to be incorporated into the work shall be new and best quantity (1<sup>st</sup> quantity) of respective brand and manufacture. It will be got approved by Engineer-in- charge before use.
2. Whether stated categorically under respective items or not, rate for items shall include cleaning, sand papering, minor repairs, brushing, touch up, etc. After surface preparation and starting primer/putty/paint, it shall be got approved by Engineer-in-charge and recorded.
3. Painting work shall be carried out by providing stable & safe bamboo scaffolding for which the cost shall be included in the respective items unless otherwise stated in the respective items. Jhoola scaffolding shall be discouraged.
4. Repair jobs shall be carried out by providing stable & safe bamboo scaffolding. Payment shall be made separately unless otherwise included in the respective item. If more than one items are executed at the same location and area, onetime approval for providing scaffolding shall be obtained in advance from Engineer-in- charge and only one-time payment for the scaffolding shall be made.
5. Only approved material shall be kept in contractor's store. Engineer-in- charge shall have the authority to inspect the store any time.
6. All empty containers of paint, primer and other consumable goods shall be accounted for and shall be deposited in J.S.C.A. store.
7. Unless otherwise specified, specification of works shall be as per C.P.W.D.
8. Painting of hand railings shall be made as per actuals without any coefficient.
9. Unless otherwise stated, method of measurement shall be as per latest edition of IS 1200.
10. Underside (Soffit) of galleries with M.S. beams and M.S. sheets shall be measured flat i.e. (through over the beams etc). However, a coefficient shall be multiplied for calculating the payable area. Coefficient shall be mutually agreed.
11. One coat shall mean two applications; first horizontal and the second vertical application by brash/roller etc.

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## **TEHNIICAL SPECIFICATION**

### **PREAMBLE TO SCHEDULE**

1. Unless otherwise specified, materials to be incorporated into the work shall be new and best quantity (1<sup>st</sup> quantity) of respective brand and manufacture. It will be got approved by Engineer-in- charge before use.
2. Whether stated categorically under respective items or not, rate for items shall include cleaning, sand papering, minor repairs, brushing, touch up, etc. After surface preparation and starting primer/putty/paint, it shall be got approved by Engineer-in-charge and recorded.
3. Item no. 1: - Bio wash – it shall be done only at approved locations to be measured and photographed before starting the work at a particular location.
4. Item no. 2: - cement based putty. The area shall be pre-identified and measured before starting overcoat.
5. Item no. 3: -Seal o primer/cement primer shall be done at pre-identified locations to be measured before overcoat.
6. Item no. 4: - This job shall be done at pre-identified locations to be measured before overcoat.
7. Item no. 5: -
  - (i). This job shall mostly be executed in exterior surface area towards ground besides as directed. It should be ensured beforehand that there is no dampress due to leakage or any other reason.
  - (ii). It will be mostly done in wings over roughcast plaster and other areas where cement paint exists.
  - (iii). It will be mostly done on exterior areas in M.S. Dhoni Pavilion, residential houses and Academy building where texture application exists.
8. It is mostly for exterior areas of wings facing Ring road side.
9. It is mostly for the underside of galleries and similar areas with beam and sheet besides M.S. steel work all over the Stadium. It shall be measured flat and a coefficient shall be multiplied to calculate the payable area. This is not to applied in heavily corroded area.
10. Water proofing cement paint- it will be mostly applied in perimeter walls, retaining walls etc. The job includes thorough cleaning and sanding of old surface before painting.
11.
  - (i). Plastic emulsion paint
  - (ii). New work – mostly in two pavilions
  - (iii). Old work – mostly in two pavilions, academy, residential areas.
12. Acrylic distempers- mostly in toilet, electrical machine rooms in wings, residential areas server rooms and similar zones.

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13. Bamboo scaffolding: - Only at preapproved locations areas where heavily corrosion, exist and through repair is to be done. It is not payable for areas where scaffolding is included in the respective item and is erected for the convenience of the work by the contractor.

Item no. 14 PU paint: - It is to be done at preapproved locations mostly where the PU paint portion has been rusted particularly on the pipes of trusses of membrane roofing. Job is at considerable height, needs utmost safety measures for which rate shall be inclusive of the same.

14. It is cleaning of PU paint. It is mostly for remaining areas where item no. 14 is not applied.
15. Item no. 16: - French spirit polishing: - It is mostly for wooden wall paneling, furniture etc.
16. Item no. 17: - melamine polishing: where French polishing cannot be done.

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## BILL OF QUANTITIES

Sub: Painting and balance work in J.S.C.A. International Stadium Complex, Dhurwa, Ranchi.

Item no. (1)	Description (2)	Unit (3)	Qty. (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)
1	Bio wash with water thinable solution containing antifungal/ algal agents to clean exterior affected surfaces and to resist algal and fungal growth all complete including scaffolding etc for all height complete as per direction of Engineer in charge.	Sqm	2000		
2	Providing and applying white cement based putty of average thickness 1mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface smooth and even including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	2000		
3	Supplying and applying one coat of water thinable seal-o-primer/cement primer (interior and exterior) of approved brand and manufacturer on wall surface including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	4000		
4	Supplying and painting with silicon and acrylic emulsion based water thinable sealer of approved brand and manufacturer on wet and patching potion of plastered wall including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.				
	(i). One coat	Sqm	3000		
	(ii). Two coats	Sqm	2000		
5	Finishing walls with 100% premium acrylic smooth exterior paint having V.O.C. less than 50qm/litre and U.V. resistant as per IS 15489:2004, Alkali and fungal resistance, dirt resistance exterior or paint of required shade (company depot tinted) with silicon additives of required shade including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.				
	(i). New work (two or more coats applied @1.43litres/10sqm over and including priming coat of exterior primer applied @2.20kg/10sqm.	Sqm	7000		
	(ii).Old work (two or more coats applied @1.43 litres/10sqm) over existing cement paint surface).	Sqm	1000		
	(iii). Old work (one or more coats) applied @0.90 litres/10sqm) over existing.	Sqm	7000		

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Item no. (1)	Description (2)	Unit (3)	Qty. (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)
6	Providing and applying exterior texture paint over 2mm thickness in approved shade on plastered surface consisting of Acrylic Co-polymer resins combined with Quartz, Silica, mineral aggregates, synthetic inorganic pigments bactericides, fungicides and various other additives giving the surface water repellent properties including necessary primer and two coats of premium acrylic paint with silicon additives excluding scaffolding etc all complete with bye work as per direction of Engineer-in-charge (Scaffolding shall be paid separately).	Sqm	5000		
7	Providing and applying synthetic enamel paint of approved brand and manufacturer of required colour to give an even shade one or more coats on old work including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	70000		
8	Providing and applying with water proofing cement paint of approved brand and manufacturer including scaffolding etc all complete with bye work as per direction of Engineer-in-charge				
	(i). Old work (one or more coats @2.20kg/10 sqm)	Sqm	12000		
9.	Supplying and applying plastic emulsion paint of approved brand and manufacturer to give an even shade including scaffolding etc all complete with bye work as per direction of Engineer-in-charge				
	(i). New work – two coats over and including a coat of primer	Sqm	10000		
	(ii). Old work – one or more coats to give an even shade	Sqm	40000		
10	Distempering with first quality acrylic distemper (readymade) having V OC content less than 50 qm per litre of approved manufacturer and of required shade and colour complete as per manufacturer's specification including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.				
	(i). Two or more coats on new work	Sqm	4000		
	(ii). One or more coat on old work	Sqm	6000		



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Item no. (1)	Description (2)	Unit (3)	Qty. (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)
11	Providing and fixing free standing bamboo staging at designed location to carry out repair/cleaning jobs placed at not more than 1.5m c/c in both directions with horizontal bracing at appx 1.00m c/c and working platform (Jalli) at appropriate level including stiffeners, bracing and connection with the building to provide a safe and stable condition. Note: such scaffolding shall be provided for preapproved locations approved in adhesive by the Engineer-in-charge. Payment shall be made in volume by calculating length, breadth of the staging multiplied by height upto the working platform.	Cum	500		
12	Cleaning and surface preparation for painting of highly corroded area by hand brushing, sanding scrapping, chipping and also using power tools like rotary wire brushes, sanding disc, needle gnus as may be necessary to achieve original metal like surface (scaffolding shall be paid under relevant item).	Sqm	4000		
13	Supplying and painting steel structures with two coats of zinc chromate yellow primer@30 micron per coat and painting with two coats of synthetic enamel paint @20 micron per coat (one time payment of scaffolding under item no. 12).	Sqm	4000		
14	Supplying and applying one coat of self-priming epoxy as primer @100 micron per coat followed with cover coats of ply urethane paints @25 microns per coat including derusting the surface, providing staging and safety nets.	Sqm	3000		
15	Cleaning PU painted surface using suitable cleaning chemical to give new like appearance including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	1000		
16	French spirit polishing one or more coats on old work to give flawless finish including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	2000		
17	Melamine polishing on wood work one or more coats to give flawless finish on old wooden surface including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.	Sqm	2000		

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Item no. (1)	Description (2)	Unit (3)	Qty. (4)	Unit Rate (Rs.) (5)	Amount (Rs.) (6)
18	Finishing with Epoxy paint (two or more coats) at all locations and applied as per manufacturers specification including appropriate priming coat, preparation of surface including scaffolding etc all complete with bye work as per direction of Engineer-in-charge.				
	(i). On steel work	Sqm	1000		
	(ii). On concrete work	Sqm	2000		
<b>TOTAL</b>					
<b>Add GST@.....%</b>					
<b>GRAND TOTAL</b>					