

# JHARKHAND STATE CRICKET ASSOCIATION

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

JSCA/RNC/226/132/2024-25

1<sup>st</sup> July, 2024

Name of Work: Development of playing ground for cricket matches at Kanko Math, Katras, Dhanbad.

## INVITATION OF TENDER

Tenders are invited from experienced and bonafide agencies for "Development of playing ground for cricket matches at Kanko Math, Katras, Dhanbad".

### 1. SCOPE OF WORK:

- ❖ Levelling the existing ground in desired shape and size;
- ❖ Construction of moat drain;
- ❖ Construction of U.G. RCC water storage reservoirs.

### 2. ELIGIBILITY CRITERIA: -

Bidder must fulfill the following eligibility criteria

- ❖ Should have valid GST registration;
- ❖ Must have executed a single civil work of Rs.30 Lakhs in the last three financial years;

### 3. AUTHORITY OF PERSON SIGNING TENDER DOCUMENT: -

A person signing the tender form or any documents forming part of tender/contract on behalf of the bidder, should be authorized to do so. A letter of Authority should be submitted alongwith tender.

### 4. EARNEST MONEY: -

EMD of Rs.30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft payable to Jharkhand State Cricket Association at Jamshedpur.

### 5. PRICE:

The tenderer shall quote as per bill of quantities enclosed at Annexure-1 of the tender. Quoted price shall include, all cost of material labour, transportation, handling, taxes, incidentals, overheads, margin, etc. as applicable excluding GST which shall be added separately in the B.O.Q total

### 6. TENDER SUBMISSION:

Tender documents shall be submitted in two parts (packets):-

#### Part-1 Technical

(Packet-1) shall contain following documents:

- ❖ Covering letter of Tenderer;
- ❖ Credentials that makes bidder eligible i.e. copy of order and completion certificate;
- ❖ Demand Draft for EMD. of Rs.30,000/- (Rupees Thirty Thousand only);
- ❖ Any clarification tenderer may like to seek.

#### ❖ Part-2 Financial

- ❖ (Packet- 2) shall contain only the price schedule.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

**Packet- 1** shall be opened first. **Packet- 2** shall be opened only for those agencies whose all documents including the earnest money are found in order. Bidders shall have no claim for such rejection.

## **7. PLACE AND DATE OF SUBMISSION OF TENDER:**

Bids can be submitted till 04:00 PM on 8<sup>th</sup> July, 2024 in the office of C.E.O. in 1<sup>st</sup> Floor of Amitabh Choudhary Pavilion at J.S.C.A. International Stadium Complex, Dhurwa, Ranchi.

## **8. PAYMENT:**

- ❖ One R.A. Bill; and
- ❖ One Final Bill.

## **9. SECURITY DEPOSIT:**

Security deposit shall be deducted from on account bill @5% of the executed value. It will be refunded after successful completion of defect liability period.

## **10. TIME OF COMPLETION:**

The work should be completed within 60 (sixty) days from the date of issue of LOI.

## **11. DEFECT LIABILITY PERIOD:**

The defect liability period shall be one year from the date of certified completion of work.

## **12. NO COMPENSATION FOR TENDER SUBMISSION:**

Intending tenderers shall submit their tender at their own cost and no compensation shall be payable for expenditure incurred, if any.

Jharkhand State Cricket Association (JSCA) reserves the right to reject any/all tender without assigning reasons whatsoever.

Tender document can be downloaded from website: [www.cricjharkhand.org](http://www.cricjharkhand.org)

For Jharkhand State Cricket Association

  
(Debasish Chakraborty)  
Honorary Secretary

# JHARKHAND STATE CRICKET ASSOCIATION

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

## ANNEXURE - I

### 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/large and reputed organisation.
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) is filled in and 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 and pay the same keeping 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)

# JHARKHAND STATE CRICKET ASSOCIATION

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

## ANNEXURE - II

### CHECK LIST

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

Sl. No.	Question	Answer Confirmed /Agreed /Yes / Submitted
1	Earnest Money: Bank Draft i) Number and date of bank draft ii) Name of Bank	
2	Power of Attorney - Authority letter from authorised person indicating that the signatory to the Tender authorised for signing the tender.	
3	<b>PAN</b> : Copy of PAN card	
4	<b>PF</b> : Tenderer registered with P.F. authorities (Copy of Registration Certificates is enclosed).	
5	<b>ESI</b> : Tenderer registered with E.S.I. authorities (Copy of Registration Certificates is enclosed).	
6	GST Registration Certificate	
7	Declaration by tenderer (Annexure-I)	
8	Completion schedule : as per ITT	
9	Offer is valid for thirty (30) days from the due date of opening of tender.	
10	All terms and conditions shall be as per ITT, GCC and Technical Specification as stipulated in tender.	
11	Tender document duly signed and submitted.	
12	Name of banker, address and account number	

**SIGNATURE OF THE TENDERER**

**NAME :**

**DESIGNATION :**

**(SEAL OF THE COMPANY)**

**ADDRESS :**

**MOBILE NO. :**

**E- MAIL :**

# JHARKHAND STATE CRICKET ASSOCIATION

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

## CONTENTS

### GENERAL CONDITIONS OF CONTRACT (GCC)

S. No.	Items
1	SCOPE OF WORK
2	CONTRACT PRICE
3	TAXES AND DUTIES
4	EFFECTIVE DATE
5	TERMS OF PAYMENT
6	SECURITY DEPOSIT
7	SUSPENSION AND TERMINATION
8	NEGLIGENCE, DEFAULT AND RISK PURCHASE
9	FORCE MAJEURE
10	ARBITRATION
11	LIQUIDATED DAMAGES FOR NON-FULFILMENT OF COMPLETION SCHEDULE
12	FACILITIES TO BE PROVIDED BY JSCA
13	RATE OF EXTRA ITEMS
14	COMPLETION CERTIFICATE
15	MAINTENANCE GUARANTEE PERIOD (DEFECT LIABILITY PERIOD)
16	LABOUR
17	SAFETY AND SECURITY
18	GOVERNING LAW
19	CORRESPONDENCE

# JHARKHAND STATE CRICKET ASSOCIATION

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

## GENERAL CONDITIONS OF CONTRACT (GCC)

### BRIEF DEFINITIONS:

PURCHASER/ OWNER	:	Jharkhand State Cricket Association (JSCA)
CONTRACTOR	:	Successful Tenderer
ENGINEER IN-CHARGE	:	Site Engineer

### 1. SCOPE OF WORK:-

The scope of work/ services shall be as per Bill of Quantities enclosed as follows:-

- 1.1. The scope of work and services 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.
- 1.2. The CONTRACTOR shall be allowed to have his own site office, stores, etc. as may be required for carrying out the subject work.
- 1.3. The CONTRACTOR shall provide watch & ward, security and preservation of stores to be maintained by him for the work under his scope.
- 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.
- 1.5. Provide adequate tools, instruments, tackles, scaffolding, handling equipment required for completion of entire work.
- 1.6. Procurement of all the materials as may be required for carrying out the work.
- 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.
- 1.8. Arrange necessary Road Permit/ Way Bill, if required, at your own cost. JSCA shall not provide any Road Permit/ Way Bill to the contractor.
- 1.9. 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. Undertaking all works including repairs and renovation work for completeness to the satisfaction of JSCA.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

- 1.13. The CONTRACTOR shall attend any defect found during the Defect Liability 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.
- 1.14. The Contractor shall be held responsible for any damage or loss of JSCA property. The cost of such damage/ breakage/ losses shall be deducted from the agency's bill or from his Security Deposit/running bills.
- 1.15. 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 ten (10) days notice to the Contractor.

## **2. CONTRACT PRICE:-**

- 2.1. 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.
- 2.2. 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.
- 2.3. 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
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. The Contract price / Unit rates are inclusive of all applicable taxes and duties excluding GST, which shall be paid at actuals.

## **2.8. MEASUREMENT OF WORK**

- 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 / drawings issued by JSCA. The method of measurement shall be as per latest edition of IS 1200 unless otherwise specified.
- 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. TAXES AND DUTIES:-**

- 3.1. 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, which shall be paid at actuals.
- 3.2. 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.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

- 3.3. TDS as applicable will be affected from all payments as per prevailing rules.
- 3.4. The Contractor should abide by the minimum wages act prevailing in the state.

## **4. EFFECTIVE DATE:-**

The effective date of commencement of execution of the work by the Contractor shall be the date of issue of the LOI /Work Order.

## **5. TERMS OF PAYMENT:-**

The terms of payment shall be as per ITT.

## **6. SECURITY DEPOSIT:-**

Security Deposit shall as per ITT.

## **7. SUSPENSION AND TERMINATION:-**

- 7.1. 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.
- 7.2. JSCA will be at liberty to terminate the Contract without prejudicing its rights and affecting the obligations of the Contractor by giving ten (10) days' notice in writing in the following events:
  - 7.2.1. If the Contractor fails to show progress of work or the work done by him is found unsatisfactory.
  - 7.2.2. If the Contractor fails to comply with the provision/ provisions of the Contract.
  - 7.2.3. If the Contractor is involved in any action of moral turpitude.

## **8. NEGLIGENCE, DEFAULT AND RISK PURCHASE:-**

- 8.1. If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

## **9. FORCE MAJEURE:-**

- 9.1. Should at any time during the continuance of the Contract the performance in whole or in part of any obligations by either party under this Contract be held up 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.
- 9.2. Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure, lasting continuously for a period of at least 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.
- 9.3. 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, breakdown of machines, strikes, lock outs etc.
- 9.4. The above-mentioned force majeure conditions/clause shall also apply in the works of sub-contractors/suppliers of the contractor.

## **10. ARBITRATION:-**

- 10.1. 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 thereof 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 thereof shall be binding on the parties.
- 10.2. The Jurisdiction of arbitration proceeding shall be at Ranchi.
- 10.3. 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. 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 **@ 1% of the final contract price for each complete week of delay or part thereof up to a maximum of 7.5% of the final contract price.**

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

- 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/security deposit money of the contractor.

## **12. FACILITIES TO BE PROVIDED BY JSCA:-**

- 12.1. JSCA shall provide to the CONTRACTOR Sketches, instructions for execution of work as may be required by the Contractor.
- 12.2. 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.
- 12.3. No accommodation shall be provided for the workmen nor they shall be allowed to stay within the complex.
- 12.4. **Construction Water:-**
  - 12.4.1. Construction & Drinking water shall be arranged by 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.

## **13. RATE OF EXTRA ITEMS:-**

- 13.1. 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:-
  - 13.1.1. 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.
  - 13.1.2. 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.
  - 13.1.3. Where the nature of extra item is such that the rate for the same cannot 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.
  - 13.1.4. 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.

## **14. COMPLETION CERTIFICATE:-**

- 14.1. 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.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

- 14.2. 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.

## **15. MAINTENANCE GUARANTEE PERIOD (DEFECT LIABILITY PERIOD):-**

Guarantee period shall be One (1) year from date of issue of Completion Certificate (refer clause 8 - Negligence, Default & risk purchase).

## **16. LABOUR:-**

- 16.1. **Contractor shall also strictly adhere to all provision of the following Acts:**

- 16.1.1 MINIMUM WAGES ACT 1948 AND PAYMENT OF WAGES ACT 1936.
- 16.1.2 STATE GOVERNMENT'S MINIMUM WAGE FIXATION ACT 1962.
- 16.1.3 PROVISION OF WORKMEN'S COMPENSATION ACT 1923.
- 16.1.4 APPRENTICES ACT 1961
- 16.1.5 HEALTH, SAFETY, WELFARE OF LABOUR
- 16.1.6 Building and Other Construction Workers – Welfare Cess Act, 1996
- 16.1.7 Building and Other Construction Workers - Regulation of Employment and Condition of Service Act, 1996; (if necessary).

## **16.2. Employee's Provident Fund :-**

- 16.2.1 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.
- 16.2.2 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.

## **17. SAFETY AND SECURITY:-**

- 17.1. 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.
- 17.2. 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.

# **JHARKHAND STATE CRICKET ASSOCIATION**

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

- 17.3. 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.

## **18. 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.

## **19. CORRESPONDENCE:-**

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

The Honorary Secretary Jharkhand State Cricket Association J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi, Jharkhand - 834004.	Phone : 0651-2402009 E-mail : jscaranchi@gmail.com
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INTERNATIONAL STADIUM COMPLEX,  
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## BILL OF QUANTITIES

(Rates to be quoted both in figures and words)

Sl. No.	Item Description	Unit	Qty	Rate	Amount
1	Clearing grass including uprooting and burning the same complete in all respects	Sqm	19200		
2	Earth work by mechanical or manual means in rough excavation, filling the earth obtained from excavation in low lying areas in layers not exceeding 20cm depth, breaking clods, watering and rolling using power roller and dressing up in ground depressions roads, embankments. In all kinds of soil (Payment will be made for cutting portion only no payment will be done for filling work)	Cum	4000		
3	Earth work by mechanical means in rough excavation using breaker attachment with excavator to remove rock including depositing in designated areas within 500m all complete	Cum	100		
4	Earth work in excavation by mechanical/ manual means in areas exceeding 30 cm in depth and 1.5m width as well as 10sqm in plan In all kinds of soil	Cum	400		
5	Providing and laying cement concrete of 1:3:6 (1-part cement,3 parts sand and 6 parts aggregate using 20mm and downgraded material) in the locations indicated including supply of all materials all complete as per standard specifications	cum	7		
6	Providing and laying reinforced cement concrete in the ratio 1:1.5:3 (1-part cement 1.5-part sand and 3 parts 20mm aggregate of size 20mm and down in the in situ/pre cast slab portions of underground pit having depth of 2m with all bye works complete	Cum	40		
7	Providing and placing shuttering work for rafts, walls, beams and slabs etc for RCC works with necessary supports to maintain line and level	Sqm	100		
8	Providing and placing steel reinforcement works for rafts, walls, beams and slabs etc including supply of steel, bending to required size, shape and placing in position as per requirement	Kg	5000		
9	Brick work in common burnt clay bricks of class 7.5 in foundation and plinth in cement mortar 1:6	Cum	10		
10	Providing half brick work using good quality bricks of class 7.5 in cement mortar 1:4 abutting the earth surface in water tank pit serving the purpose of shuttering works with all bye works complete	Sqm	80		
11	15mm thick plaster on brick surfaces in cement mortar 1:4 with all bye works complete	Sqm	50		
12	12mm thick plaster on concrete/brick surfaces in cement mortar 1:4 with cement punning and all bye works complete	Sqm	64		
13	Structural steel work for MS gratings including supply of material cutting, welding and placing in position with two coats of synthetic enamel paint over a coat of primer	kg	250		
14	Providing 1.5mm thick neat cement punning on plastered surfaces with all bye works complete	Sqm	50		
15	Supplying of good quality river sand for Pitch preparation including placing in position compaction, etc complete in all respects complete as per requirements and specifications	Cum	45		
TOTAL					

SIGNATURE OF BIDDER:

COMPANY SEAL