

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 of structural members of Membrane Roofs** 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	Tender Notice Number and date	JSCA/RNC/232/396/2024-25 Dated: 17.11.2024
2	Name of work	Painting of structural members of Membrane Roofs in J.S.C.A. International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi.
3	Tender Processing Fee	Rs.20,000/-
4	Earnest Money Deposit (EMD)	Rs.2.00 Lakhs (Rupees Two Lakhs only)
5	Last date and time of receipt of tender	30.11.2024 till 12:00 Noon
6	Place of submission & opening of Tender	The C.E.O., Jharkhand State Cricket Association, International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi - 834 004.
7	Time for completion of work	Ninety (90) days
8	Validity of tender	Sixty (60) days from date of opening of tender.
9	Email and telephone no. for any clarification	jscaranchi@gmail.com Phone - 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.
2. Tenders without EMD and Tender Processing Fee shall be summarily rejected.
3. The tenderer shall return the duly filled in tender document & signed on each pages of the Tender Documents alongwith technical bid.
4. The tender document consists of the following :

i	Notice Inviting Tender (NIT)
ii	Instructions to the Tenderer (ITT)
iii	General Conditions of Contract (GCC)
iv	Technical Specification (TS)
v	Declaration by the Bidder
vi	Check List
vii.	Bill of Quantities (B.O.Q) i.e Price Bid.

5. Bids should be submitted as follows :
 - Envelop No. 1 - Tender Processing Fee + EMD + Technical bid + Commercial bid each in separate packets and 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 fulfilling the eligibility criteria given hereinafter.
2. The offer should be submitted with a covering letter containing address of the Contractor, the name of the person to whom all the correspondence are to be addressed 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 with required input, 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 including expenses towards PF and ESI contributions except GST. GST shall be paid extra over the quoted rates. Amount of each item and the grand total amount of the whole value shall be filled in by the tenderers.
7. In case the rate quoted in figures differ from those quoted in words, rate which corresponds to calculated amount shall be considered.
8. The quoted rates of each item shall remain fixed during contract period.
9. Any variation in the existing statute or by introduction of new Tax and duties applicable to the above work shall be subject to the provisions given under 5. Taxes and Duties of GCC.
10. 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 structures, etc. The General Conditions of Contract (GCC), Instructions to tenderers (ITT), Technical Specification (TS), drawings and specifications shall form part of the agreement to be entered into on award of contract.

The tenderers shall note that it is the tenderer's responsibility to provide any item, which is not specially mentioned in the specification or drawing, but necessary to complete the work.
11. 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.
12. The 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.
13. The Earnest Money Deposit submitted should be furnished in the form of Demand Draft drawn in favour of **Jharkhand State Cricket Association** payable at Jamshedpur.

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14. The successful bidder (whose tender is accepted) should sign the contract agreement within fifteen days (15 days) of the date of the order (LOI – Letter of Intent). 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.
15. 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. schedule to be mutually discussed & agreed.
16. Conditional and unsigned tenders, containing absurd rates and amounts, incomplete or defective, and not in accordance with the tender conditions and also not submitted in the prescribed forms are liable to be rejected.

17. **ELIGIBILITY CRITERIA**

17.1. **Technical Eligibility**

17.1.1. The tenderer/bidder must be an authorised applicator atleast for last three years from original paint manufacturers.

17.1.2. Tenderer should have successfully executed and completed “**painting work of steel structures**” during last five (05) years ending March 2024 as mentioned below in any government/ semi government/ reputed and large organisation:

- (a). One similar completed work of order value not less than **INR 200.00 Lakhs** and must have completed within 6 months.
- (b). Two similar completed works of order value each not less than **INR 125 Lakhs** and must have completed each within 6 months.

17.1.3. **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.
- (d). The warranty of minimum 10 (Ten) years of the paint in the manufacturer's letter-head alongwith the bid.

17.2. **Financial Eligibility Document**

17.2.1. Tenderer should fulfil following Financial eligible criteria:

- (a). The average annual financial turnover of the Tenderer during last three financial years shall be at least **INR 450.00 Lakhs ending March, 2024**.
- (b). The Bidder shall submit a copy of Chartered Accountant's certificate in support of meeting the above stipulated financial requirements.

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17.2.2. The Bidder shall submit Audited Annual Financial Reports as well as Profit & Loss statement for last 3 (three) consecutive financial years ending March, 2024.

17.2.3. Bids from consortium is not acceptable.

17.3. **Commercial Documents 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 2022, 2023 & 2024).
2	PAN card :
3	ESI : Certificate of registration.
4	PF : Certificate of Registration.
5	GST : Registration with Authority

18. The tenders should be accompanied by a list of contracts already held by the Contractor giving the name of work, value and address.
19. Tenders received after due date and time would not be opened and considered. The time indicated are Indian Standard Time (IST).
20. Since the work is to be executed at considerable height requiring utmost safety and care, bidders are advised to visit the site before submitting their offer.

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ANNEXURE – I

DECLARATION BY THE BIDDER

(To be furnished on letterhead)

The Chief Executive Officer
Jharkhand State Cricket Association,
International Stadium Complex,
H.E.C. Campus, Dhurwa,
Ranchi - 834 04.

Dear Sir,

We hereby declare that

- 1/ that our organisation have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings.
- 2/ 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/ 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 - II

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: In the form of 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 to sign this tender	
4	Copy of PAN card	
5	PF : Tenderer registered with P.F. authorities (Copy of Registration Certificates is enclosed).	
6	ESI : Tenderer registered with E.S.I. authorities (Copy of Registration Certificates is enclosed).	
7	GST Registration Certificate	
8	Declaration by the Bidder (Annexure-I) - filled & submitted	
9	Completion schedule: as per ITT	
10	Offer is valid for sixty (60) days from the due date of opening of tender.	
11	All terms and conditions shall be as per ITT, GCC and Technical Specification as stipulated in tender.	
12	Tender document duly signed and submitted.	
13	Copy of Audited Profit & Loss Statements for last three years.	
14	Name of banker, address and account number	
15	Authorization letter of Applicator from original paint manufacturer	
16	Warranty of minimum 10 (Ten) 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)

S. No.	Items
1	Scope of work & services
2	Contract price
3	Terms of payment
4	Measurement of works
5	Taxes and duties
6	Effective date
7	Extra items / Deviated items
8	Security deposit
9	Suspension and termination
10	Negligence, default and risk purchase
11	Force majeure
12	Arbitration
13	Liquidated damage
14	Notices
15	Facilities to be provided by JSCA
16	Rate of extra items
17	Subletting
18	Permits and licenses
19	Completion certificate
20	Defect Liability Period
21	Labour Laws
22	Safety and security
23	Insurance
24	Governing Laws
25	Secrecy / Confidentiality
26	Correspondence

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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 / Engineer-in-Charge

1.0 SCOPE OF WORK & SERVICES

- 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 including supplies and services for completion of entire work as detailed in the **Technical Specifications/ Schedule /Bill of Quantities** of the tender document.
- 1.1.2 The CONTRACTOR may be provided storage area inside the stadium subject to availability.
- 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 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 Engineer-in-Charge.
- 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 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 any work is not as per specification and upto the mark in the opinion of the Engineer-in-Charge, the Contractor shall redo the work. If the contractor fails to do so, no payment for the job shall be made and Engineer-in-Charge shall have the liberty to get the job done through any other agency at the risk and cost of the Contractor. Extra cost incurred, if any, shall be recovered from any money due to the contractor including the Security deposit.

3.0 TERMS OF PAYMENT

The Terms of payment will be as given below :

- 3.1. 90% of the executed value shall be paid in two (2) monthly RA bills plus one final bill. Balance 10% shall be retained as Security deposit.

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- 3.2. 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 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.
- 3.3. 5% (Five percent) of Security deposit 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.
- 3.4. Balance 5% (Five percent) of Security deposit 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 (10 years).
 - 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.
- 3.5. No mobilization advance shall be paid. No payment against procurement of materials is admissible.
- 3.6. 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 (no interest shall be payable on above BG amount).

4.0. MEASUREMENT OF WORK

- 4.1. 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.
- 4.2. In the event of any dispute with regard to measurement of work executed, decision of JSCA shall be final and binding on the CONTRACTOR.

5.0. TAXES AND DUTIES

- 5.1. 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.
- 5.2. 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.

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- 5.3. 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.
- 5.4. 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 clear 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.
- 5.5. 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.
- 5.6. TDS as applicable will be affected from all payments as per prevailing rules.
- 5.7. The Contractor should abide by the minimum wages act prevailing in the state.

6.0. EFFECTIVE DATE

- 6.1. The effective date of commencement of execution of the work by the Contractor shall be reckoned w.e.f. 7th day from the date of issue of the LOI.
- 6.2. The completion schedule of the work in all respect is indicated in the NIT.

7.0. EXTRA ITEMS / DEVIATED ITEMS

- 7.1. 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 16 for 'Rate of Extra Item'.

8.0. SECURITY DEPOSIT

- 8.1. Security Deposit shall be recovered @10% from contractor's bill.

9.0. SUSPENSION AND TERMINATION

- 9.1. 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.
- 9.2. JSCA may 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:
 - 9.2.1. If the Contractor fails to show progress of work or the work done by him is found unsatisfactory.
 - 9.2.2. If the Contractor fails to comply with the provision/ provisions of the Contract.
 - 9.2.3. If the Contractor is involved in any action of moral turpitude.

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10.0. NEGLIGENCE, DEFAULT AND RISK PURCHASE

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

11.0. FORCE MAJEURE

- 11.1. 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.
- 11.2. 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.
- 11.3. 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, break down of machines, strikes, lock outs etc.
- 11.4. The above-mentioned force majeure conditions/clause shall also apply in the works of sub-contractors/suppliers of the contractor.

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12.0. ARBITRATION

- 12.1. All disputes or differences, whatsoever, arising between the parties out of or in relation to the assigned job, 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.
- 12.2. The Jurisdiction of arbitration proceeding shall be at Ranchi.
- 12.3. 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.

13.0. LIQUIDATED DAMAGES

- 13.1. Time is essence of the Contract. The Contractor is aware that the contract work is to be executed within the stipulated completion schedule.
- 13.2. 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.**
- 13.3. Deduction of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the works.
- 13.4. L.D. (if any) shall be recovered from retention/ final payment or security deposit money of the contractor.

14.0. NOTICES

14.1. 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 either by sending the same by registered post and/or Email declared by the Contractor.

14.2. 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 and/or/ Email at the Email Id : jscaranchi@gmail.com and/or postal address of JSCA.

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

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15.1. 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.

15.2 CONSTRUCTION POWER

- 15.2.1 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 and this may not be the reason for delay in completion of work for which the contractor shall be held responsible for such delay.
- 15.2.2 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.

16. 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.

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17. SUBLETTING

- 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.

18. 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 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.

19. 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.

20. DEFECT LIABILITY PERIOD

- 20.1 Guarantee period shall be Ten (10) years from date of issue of Completion Certificate (refer Clause 10 - Negligence, Default & risk purchase).

21. LABOUR LAWS

21.1. 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

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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.

21.2. CONTRACTOR SHALL ALSO STRICTLY ADHERE TO ALL PROVISION OF THE FOLLOWING ACTS WITH ITS LATEST REVISIONS & AMENDMENTS

- 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).

21.3. PRESERVATION OF PEACE

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.

21.4. 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.

21.5. CONDITION OF SERVICE OF EMPLOYEES OF CONTRACTOR

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) STATUTORY ARRANGEMENTS

The CONTRACTOR shall comply with all statutory rules in force and carry out all statutory measures and permit inspection of all statutory 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,

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

21.6. 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.

22. SAFETY AND SECURITY

- 22.1. The CONTRACTOR shall take all safety measures that are necessary for safe and proper execution of work. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.
- 22.2. 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.
- 22.3. 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.

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23. INSURANCE

- 23.1. 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.
- 23.2. 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.
- 23.3. Contractor shall arrange Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General Liability Insurance at his cost as under.
- 23.4. 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.
- 23.5. The Contractor shall be responsible for all the death, disablement, injury or accident to their persons whether permanently employed in company's role or on contract basis which may arise out of or during the course of their duties. No liability whatsoever shall be passed on to JSCA in this respect. The Contractor shall effect an insurance against all risks including accident or personal injury and insurance coverage may be obtained in such form as the employer may direct time to time. You shall deposit the policies with JSCA and pay premia as and when the same shall become due and produce for inspection and receipts acknowledging payment of the premia.

24. 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.

25. 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.

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26. 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 – 834004.	Phone : 0651-2402009 E-mail : jscaranchi@gmail.com
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TEHNICAL SPECIFICATION

1. Approved paints are ASIAN, Berger, Shalimar or its equivalent approved by Engineer-in-charge.
2. Work shall be carried out only by authorized applicator of the paint company.
3. Unless otherwise specified, materials to be incorporated into the work shall be new and best quantity (1st quantity) of respective brand and manufacture. It will be got approved by Engineer-in- charge before use.
4. 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.
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. It shall be returned after completion of work.
7. Unless otherwise stated, method of measurement shall be as per latest edition of IS 1200.
8. Utmost care shall be taken not to damage the membrane or any other structures or services in the stadium. In case of any such damage, cost shall be recovered.
9. Workmen having experience and in good physical and mental health to work at heights shall be engaged.
10. Each workman shall be insured as described in the GCC.
11. The work shall be carried out under qualified technical representative of the paint company and it will be certified by him.
12. Register shall be maintained for each activity (items). Each activity like cleaning, primer coat, paint coat, etc shall be approved by the Paint Company's representative and then by the representative of the client.
13. After completion of work, the spill overs and other dirt materials, debris, etc shall be thoroughly cleaned and handed over in a workmanlike manner.
14. The execution of work shall be so planned that normal activities in the Stadium are not affected / hindered.

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PRICE BID

Name of work: Painting of structural members of Membrane Roofs in J.S.C.A. International Stadium Complex, Dhurwa, Ranchi.

BILL OF QUANTITIES

Item no.	Description	Unit	Qty.	Rate		Amount
				Figures	Words	
1.	Providing and applying polyurethane paint of approved brand shade on old painted M.S. Structures (supporting membrane roofing) including cleaning to remove dirt, loose paints, rust, scales, etc roughening the old painted surface (for proper adhesion of new coat) using manual/mechanical means and application of surface tolerant epoxy primer having minimum volume solid 80% giving a thickness of 80-100 microns and applying two coats of P.U. finish paint having volume solid 60-82% giving a thickness of 80-100 microns in each coat so as to have a total DFFT not less than 280 microns. The rate shall be inclusive of providing necessary safe access like staging, scaffolding, safety nets, safety PPEs at all heights complete in all respect as per direction of Engineer in charge. The design life/guarantee period shall be minimum 10 years. The work shall be carried out with utmost care not to damage the existing membrane roofing. Towers under roof membrane and above membrane					
A.	Amitabh Choudhary Pavilion					
(i)	Above membrane (appx. height 7 m)	Nos	12			
(ii)	Below membrane (appx. height 4.5m)	Nos	12			
B.	M.S. Dhoni Pavilion					
(i)	Above (appx. height 7m)	Nos	10			
(ii)	Below (appx. height 2.5m)	Nos	10			
C.	Wing - A					
(i)	Above (appx. height 7m)	Nos	13			
(ii)	Below (appx. height 7m)	Nos	13			
D.	Wing - B					
(i)	Above (appx height 7m)	Nos	10			
(ii)	Below (appx. height 8.7m)	Nos	10			
E.	Wing - C					
(i)	Above (appx. height 7m)	Nos	10			

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Item no.	Description	Unit	Qty.	Rate		Amount
				Figures	Words	
(ii)	Below (appx. height 8. 7m)	Nos	10			
2.	Same as Item no. 1 for Horizontal cantilever trusses on both sides of tower					
A	Amitabh Choudhary pavilion (Approximate length 19 m)	Nos	12			
B	M.S. Dhoni Pavilion (Approximate length 18m)	Nos	10			
C	Wing - A 13 nos. (Appx. length 27m)	Nos	13			
D	Wing - B (Appx. length 27m)	Nos	10			
E	Wing - C (Appx. length 27m)	Nos	10			
3.	Same as Item no. 1 for members other than indicated above (like canopy arched supports) for payment. (Measurement of surface area of steel members painted shall be taken)	Sqm	2000			
4	Same as Item no. 1 for painting of steel structures for membrane canopies					
A.	Amitabh Choudhary Pavilion					
(i).	Set of two canopies (each of appx. 6m x 6m)	Sets	2			
(ii).	Set of three canopies (each of appx. 6m x 6m)	Sets	2			
B.	M.S. Dhoni Pavilion (each of appx. 8m x 6m)	Sets	2			
5	Same as Item no. 1 for painting of supporting steel structures for membrane canopies					
(i).	North Gate (Main Gate - appx. area - 800 sqm)	L.S.	1			
(ii).	VIP Gate (appx. area - 100 sqm)	L.S.	1			
TOTAL						
Add GST@.....%						
GRAND TOTAL						

(Rupees in words:)

NAME OF BIDDER:

DATE:-

SIGNATURE OF THE BIDDER:

COMPANY SEAL

ADDRESS:

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