

JHARKHAND STATE CRICKET ASSOCIATION

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

NOTICE INVITING TENDER (NIT)

The Jharkhand State Cricket Association (J.S.C.A.) invites sealed offers from reputed, experienced and financially sound contractors for the work of **“Annual Rate Contract for Repair, Maintenance and Miscellaneous Works at JSCA International Stadium Complex, Ranchi.”**

The details of the tender are as follows:-

Sl. No.	Particulars	Details
1.	Tender Notice No. & Date	JSCA/RNC/85/192/2026-27 dated 19.08.2026
2.	Name of Work	Annual Rate Contract for Repair, Maintenance and Miscellaneous Works at JSCA International Stadium Complex, Ranchi
3.	Tender Processing Fee	Rs.5,000/- (Rupees Five Thousand only)
4.	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only)
5.	Last Date & Time for Submission of Tender	On 27.08.2026 till 04:00 PM
6.	Place of Submission & Opening of Tender	The Honorary Secretary, Jharkhand State Cricket Association, JSCA International Stadium Complex, H.E.C. Campus, Dhurwa, Ranchi – 834004
7.	Validity of Contract	One year from the date of issuance of Letter of Intent (LOI)
8.	Validity of Tender	30 (Thirty) days from the date of opening of tender
9.	Email & Telephone No. for Clarification	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 super scribing 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



(V. Satyanarayana)
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. This is an Annual Rate Contract based on CPWD Schedule of rates. Parties to quote single percentage above or below which is applicable for all DSR items
6. The rates shall include all taxes and duties payable (EXCLUDING GST) including expenses towards PF and ESI contributions.
7. The percentage quoted shall be firm for complete period of contract 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.
8. Any variation in the existing statue 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.
9. Before quoting, the renderers 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 renderers (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 provide any item, which is not specially mentioned in the specification or drawing, but which is necessary to complete the work.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 along with supporting documents like work order and completion certificate.

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17. Tenders received after due date and time would not be opened. The time indicated are Indian Standard Time (IST).

18. Security Deposit

Security Deposit in the form of DD for Rs 5,00,000 shall be submitted on award and will be released after three months of validity of contract

19. Terms of Payment

The Terms of payment will be as given below :

- 19.1. (a) Value of work done after completion of work during International matches
(b) Bill for value of work executed in every three months
(c) Final bill after completion of contract period

19.2. The running payment shall be made against invoice submitted by the contractor for the work executed so far and measured along with 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.

19.3. Security deposit amount shall be released after three months of completion of contract period subject to the following:

- a) Repair of defects (if any) duly certified by Engineer-in-charge.
- b) No claim / No demand Certificate by the CONTRACTOR – in original.
- c) Copies of all statutory documents to be provided by the Contractor as required by JSCA.

19.4. No mobilization advance shall be paid. No payment against procurement of materials.

20. 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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Name of Work: **Annual Rate Contract for Repair, Maintenance and Miscellaneous Works at JSCA International Stadium Complex, Ranchi.**

ELIGIBILITY CRITERIA

1. TECHNICAL ELIGIBILITY:-

1.1. The tenderer shall have successfully completed similar works during the last five (5) years ending March 2025, fulfilling either of the following:

- i. One similar completed work of value not less than Rs.40.00 Lakhs;
OR
- ii. Two similar completed works, each of value not less than Rs.25.00 Lakhs.

Similar Work means repair, maintenance and/or construction works involving civil, plumbing, carpentry, painting, flooring, masonry, finishing and other allied works of similar nature.

1.2. The bidder shall submit self-attested/notarized copies of:

- ii. Work Order/Contract Agreement with relevant BOQ; and
- iii. Completion Certificate clearly indicating the nature, value and date of completion of the work.

2. FINANCIAL ELIGIBILITY:-

The bidder shall have:

- i. Average annual turnover of at least Rs.40.00 Lakhs during the last three consecutive financial years ending 31st March 2025;
- ii. CA Certificate certifying year-wise and average annual turnover;
- iii. Audited Balance Sheet and Profit & Loss Account for the said three financial years;
- iv. Latest/preceding ITR, applicable GST Returns and bank statement for the last six months.
- v. Consortium/Joint Venture bids shall not be accepted. The bidder shall fulfil the eligibility criteria in its own name.

3. STATUTORY DOCUMENTS

The bidder shall submit self-attested copies of:

- i. Solvency Certificate issued by a Scheduled Bank, confirming the bidder's sound financial standing and liquidity.
- ii. PAN Card;
- iii. GST Registration Certificate;
- iv. EPF/PF Registration Certificate; and
- v. ESI Registration Certificate.

J.S.C.A. reserves the right to verify any document or information submitted by the bidder. Submission of any false, forged or misleading document/information shall render the bid liable for rejection and may attract appropriate action as per the tender conditions.

It shall be the bidder's responsibility to ensure that all mandatory documents are complete, legible, valid and duly submitted. Failure to submit any required document may result in rejection of the bid.

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AFFIDAVIT (DULY NOTARIZED)

1. We hereby declare that our firm/company has not been banned, blacklisted or de-barred by any Government Department or body, PSU, Statutory Authority or Sports Body in and outside Jharkhand.
2. We shall comply with all applicable laws of the land, labour and statutory requirements, including PF, ESI, EPS, Minimum Wages and Labour Cess, and shall be solely responsible for such compliance. We shall keep JSCA fully indemnified against any claims, liabilities, penalties or legal consequences arising out of any non-compliance on our part.
3. We undertake to comply with all applicable laws, statutory requirements and the guidelines/instructions issued by the Government of India, Government of Jharkhand and BCCI, wherever applicable.
4. We hereby declare that neither our Proprietor(s), Partner(s), Director(s), Owner(s) nor Key Decision Maker(s) have any conflict of interest or are related to any Office Bearer or official of JSCA, and that all information furnished by us is true and correct.

SIGNATURE OF THE TENDERER

NAME :

DESIGNATION :

(SEAL OF THE COMPANY)

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DECLARATION BY TENDERER

We have carefully read and understood the Tender Document and submit our bid without any deviation, except those specifically mentioned in our bid. If any information furnished by us is found to be false, our bid/work order shall be liable for rejection/cancellation.

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 or SUBMITTED".

Sl. No.	Question	Answer Confirmed /Agreed /Yes / Submitted	Ref (Page no)
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	PAN : 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	Insurance - Agree		
9	Declaration by tenderer (Annexure) - filled & submitted		
10	Completion schedule : as per ITT		
11	Offer is valid for Thirty (30) days from the due date of opening of tender.		
12	All terms and conditions shall be as per ITT, GCC, SCC and Technical Specification as stipulated in tender.		
13	Tender document duly signed and submitted.		
14	Copy of Latest Audited Profit & Loss Statements for last three years.		
15	Name for banker, address and account number		

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. Covering the following works

- Maintenance ,repair works and miscellaneous arising from time to time
- Works required in connection with International matches
- Supply of labour and machinery for items of works not covered in schedule of items on payment basis in line with DSR conditions and rates specified in DSR2023

1.1.2 The CONTRATOR shall have his own site office, stores, go down, 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

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- 1.1.12 Undertaking all works including repairs and renovation work for completeness to the satisfaction of JSCA.
- 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 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.
- b 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.
- c The Contract price shall be deemed inter-alia to include and cover the cost of all necessary supplies and construction material for the scope of work/ services.
- d 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.
- e The Unit rates are inclusive of all applicable taxes excluding GST.
- f 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.

g 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 / 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

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- a 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.
- b 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.
- c 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.
- d TDS as applicable will be affected from all payments as per prevailing rules.
- e The Contractor should abide by the minimum wages act prevailing in the state.
- f 1% of work value shall be deposited by Party as labour cess with State Govt authorities after submission of bill

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.
- 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.
- 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

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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.
- 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/case shall also apply in the works of sub-contractors/suppliers of the contractor.

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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 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.
- 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.

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.

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- a J.S.C.A. shall provide to the CONTRACTOR Sketches, instructions for execution of work as may be required by the Contractor.
- b Contractor may be given temporary stores as per availability of JSCA. Upon completion maintenance /Defect liability period of contract, contractor shall immediately vacate the temporary store 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 water shall be supplied free of cost to the CONTRACTOR at a single point 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) . The CONTRACTOR shall be allowed to draw power from one point for Construction Power(if available) and maintain necessary distribution lines and wiring at its own cost..
- 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 CPWD schedule of items and as such no rate is available, the rates for such extra item shall be fixed as per the following order of precedence :

- a. Where the nature of extra item is such that the rate for the item is not available in DSR 2023 schedule , then the rate shall be established based on the procedure in DSR with 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.
- b. The CONTRACTOR must submit his claim for extra items of work in advance along with necessary justifications. In no case extra claim shall be considered submitted unless same is confirmed by JSCA before execution of such extra work.
- c. For supply of labour, equipment required for execution of work not covered in schedule items rates will be taken from DSR2023 schedule.

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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 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 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 6 months from Contract validity period

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

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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

The CONTRACTOR shall take adequate precautions and use his best endeavor 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 neighborhood 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,

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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) **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.

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.

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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.
- 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 Honorary Secretary JSCA International Stadium, HEC Campus, Dhurwa, Ranchi, Jharkhand – 834004.	Phone : 0651 2402009 E-mail : jscaranchi@gmail.com
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SPECIAL CONDITIONS OF CONTRACT (SCC)

1. All materials shall be new, of first quality, and of approved make/manufacturer. Materials shall be used only after approval by the Engineer-in-Charge.
2. Unless otherwise specified, rates shall include all necessary cleaning, surface preparation, sandpapering, minor repairs, brushing, touch-up, primer, putty, painting and allied works. Surface preparation and materials shall be approved by the Engineer-in-Charge before execution.
3. Only approved materials shall be stored at site. The Engineer-in-Charge shall have the right to inspect the contractor's stores at any time.
4. Unless otherwise specified, all works shall conform to the latest applicable CPWD Specifications.
5. Unless otherwise specified, measurement shall be carried out in accordance with the latest edition of IS 1200.
6. The contractor shall submit the duly filled and attested Safety Affidavit and shall strictly comply with all applicable safety requirements during execution of the work.
7. No work shall be executed without written instructions from the Engineer-in-Charge specifying the type, location and extent of work.

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Name of Work: Annual Rate Contract for Repair, Maintenance and Miscellaneous Works at JSCA International Stadium Complex, Ranchi.

PRICE SCHEDULE

We have visited the site, understood the scope of work and hereby quote a **single percentage** of _____% ($\pm$), i.e. _____ **Above / Below**, for all items/rates indicated in **DSR 2023**, for carrying out the works as and when required.

Notes:

1. The tenderer shall tick ($\checkmark$) the appropriate option and clearly write the quoted percentage in figures and words, specifying Above / Below.
2. For determining the payable rates, GST shall be excluded from the respective DSR 2023 item rates. The value of work shall be calculated based on the actual quantities executed and the applicable DSR 2023 rates.
3. The percentage quoted by the tenderer shall be applied ($\pm$) to the applicable DSR 2023 rates to arrive at the actual payable value of the work.
4. GST shall be payable extra, as applicable.

Signature of the Tenderer:

Name of Tenderer:

Seal:

Date: