

Government of Mizoram  
**MIZORAM STATE SPORTS COUNCIL**

D-24, M.G Road, Upper Khatla, Aizawl-796001



Website : [www.sportscouncil.mizoram.gov.in](http://www.sportscouncil.mizoram.gov.in)

Email : [mssc1976@gmail.com](mailto:mssc1976@gmail.com)

Phone : 0389 - 2322846

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**REQUEST FOR PROPOSAL (RFP)**

RFP is invited from interested Government empanelled firms and registered contractors under Government of Mizoram and date for the under-mentioned project which will be received by the undersigned at the stipulated time as shown below:-

Name of Work	Last date of submission	Date of opening Tender Documents	Cost of tender documents (Amount in Rs.)
<b>Laying of Artificial Football Turf at Darlawn Sports Complex, Aizawl District, Mizoram (Phase-1) (SH: Site preparation, Security Fencing, Retaining Wall and Main Drain)</b>	22 <sup>nd</sup> March 2024 (Upto 12 Noon)	22 <sup>nd</sup> March 2024 (2 PM)	1,000.00

Details may be seen from the office of the undersigned during office hours on all working days and at the Mizoram State Sports Council website at [www.https://sportscouncil.mizoram.gov.in/](http://www.https://sportscouncil.mizoram.gov.in/) or at the state procurement portal at [www.https://mizoramtenders.gov.in/](http://www.https://mizoramtenders.gov.in/) wef from Dt 09.03.2024.

Sd/ - Secretary,  
Mizoram State Sports Council,

**MIZORAM STATE SPORTS COUNCIL**

# **REQUEST FOR PROPOSAL**

**(RFP No. PR.- 392/MSSC/2023/2, Dated 09/03/2024)**

**for**

**Name of Work:**

**Laying of Artificial Football Turf at Darlawn  
Sports Complex, Aizawl District, Mizoram  
(Phase-1)**

*(SH:- Site preparation, Security Fencing, Retaining  
Wall and Main Drain)*

**Estimated cost:**

**Rs. 102,92,800.00 (Rupees One Crore Two  
Lakh Ninety Two Thousand Eight  
Hundred) only.**

**CLIENT:**

**Mizoram State Sports Council**  
D-23, MG Road Khatla, Aizawl – 796001  
Mizoram  
Ph - 0389-23322846  
Email – [mssc1976@gmail.com](mailto:mssc1976@gmail.com)



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# REQUEST FOR PROPOSAL (RFP)

**FOR**

**LAYING OF ARTIFICIAL FOOTBALL TURF AT**

**DARLAWN SPORTS COMPLEX, AIZAWL DISTRICT, MIZORAM (PHASE-1)**

**(SH:- Site preparation, Security Fencing, Retaining Wall and Main Drain)**

**RFP No.PR-392/MSSC/2023/2, Dated 9/3/2024**

1.	Name of Work / Project	:	<b>Laying of Artificial Football Turf at Darlawn Sports Complex, Aizawl District , Mizoram (Phase-1) (SH:- Site preparation, Security Fencing, Retaining Wall and Main Drain)</b>
2.	Site / Location	:	Darlawn, Aizawl District, Mizoram
3.	Website for Registration/ uploading of Tender and also viewing of Corrigendum/ Addendum, if any.	:	Through e-procurement mode only – <a href="https://mizoramtenders.gov.in">https://mizoramtenders.gov.in</a> )
4.	Estimated Cost of Work	:	Rs. 102,92,800.00 including GST
5.	Joint Venture	:	Joint Ventures / Consortia of firms shall not be allowed
6.	Cost of Tender Document	:	Rs.1,000.00 (in form of Demand Draft in favour of Mizoram State Sports Council payable at Aizawl, Mizoram) <b>Cost of tender document fee to be paid by all tenderers.</b>
7.	Amount of Earnest Money Deposit	:	2 % of estimated/tender cost
8.	Project Completion Period	:	18 Months from the Date of Award which must be strictly adhered by the contractor
9.	Validity of Bid/Tender	:	90 Days
10.	Pre-Bid Meeting	:	Dt 13.03.2024 at 11:00 hours in the office of the Secretary, Mizoram State Sports Council, Aizawl ( if only any clarification is required from the side of the bidders). The details of Video conferencing will be

			intimated on <a href="https://mizoramtenders.gov.in">https://mizoramtenders.gov.in</a> as required.
11.	Uploading of Bid Document / Sale of Tender		Dt 09.03.2024
12.	Last date & time for submission of Technical & Financial Bid	:	14 days from date of publication of tender
13.	Online opening of Technical Bid	:	Dt 22.03.2024
14.	Online opening of Financial Bid	:	Intimated to Technical Qualified Bidders.
<p><b>Exemption in EMD Fee for Micro, Small &amp; Medium Enterprises :</b> Proposals from MSMEs shall be exempted from submission of EMD Fee on production of requisite proof in respect of valid registration certificate (original or attested) from the MSME. Firms in the process of obtaining MSME registration will not be considered for the EMD exemption.</p>			

The documents relating to the Request for Proposal has to be downloaded from above specified websites. Bidders are advised to visit above specified websites regularly for updates /Amendments/ Corrigendum, if any. TheUpdates/Corrigendum/Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, Drawings, terms and conditions shallbe available in the Tender Document.

The purpose of this Request For Proposal is to provide interested parties with information to assist the preparation of their bid. While Mizoram State Sports Council has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities oragencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, Mizoram State Sports Council does not claim that the information is exhaustive. Respondents to this Request For Proposal are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in this Request For Proposal. Mizoram State Sports Council is not responsible if no due diligence is performed by the bidders

## **2. BACKGROUND**

The project(s) has been sanctioned by [Special Assistance to States for Capital](#)

**Investment** (SASCI) during 2023-24. Mizoram State Sports Council (MSSC) is the implementing agency for execution of the work. MSSC will implement the works through Contractors / Agencies / Companies/ Firms /Individual/ Proprietors/Limited/Private Limited following all codal formalities.

Through this Request For Proposal, Pre-Qualification cum Tender is invited for **the undermentioned project (s) viz. :**

Sl. No.	Name of work	Tendered Amount (In Rupees)	Period of completion (in months)	Cost of Bid Documents (In Rupees)
1	<b><i>Laying of Artificial Football Turf at Darlawn Sports Complex, Aizawl District, Mizoram (Phase-1)</i></b>	<b>102,92,800.00</b>	18	1,000.00

on QCBS system as per Scope of work defined in this tender, from Contractors / Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited in two Part system i.e.

**2.1 (a) Part No. I: Technical Bid- (to be submitted online and also hard copy shall be submitted)**

**(b) Part No. II: Financial bid- only ( Online and hard copy to be submitted)**

#### **PROCEDURE FOR PARTICIPATION IN E-TENDERING:**

**The bids/proposals shall be submitted in 2 (two) parts:**

**Part I shall be named "Technical Bid" and shall comprise;**

##### ***Envelope-1:***

Containing Cost of Tender Document and an Amount of Earnest Money Deposit / Bid Security Declaration as per Enclosure-1 as prescribed in REQUEST FOR PROPOSAL or Exemption certificate in EMD fee for Micro, Small & Medium Enterprises. The envelope should be superscribed as **"Envelope 1 – Tender Cost fee /EMD/ Bid Security Declaration form/ Exemption certificate** for the Project **"Laying of Artificial Football Turf at Darlawn Sports Complex, Aizawl, Mizoram (Phase-1)"**

##### ***Envelope-2:***

Containing all documents required as prescribed in Technical Bid, other parts of Tender and Presentation.

The envelope should be super scribed as **“Envelope 2 – (Name of Project)”** In the technical proposal, there should not be any indication about the prices (printed or otherwise) of any of the products offered.

All the documents comprising Part I will have to be submitted online through e-portal <https://mizoramtenders.gov.in>. And all the document comprising Part I submitted in **HARD BOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right-hand corner of each page e.g., by writing page 1 of 10 on page 1, if total pages are 10. It should also have an index giving page wise information of above documents.

All the sealed envelopes should again be placed in a sealed cover super scribed as **“Laying of Artificial Football Turf at Darlawn Sports Complex, Aizawl, Mizoram (Phase-1)”**

**Part II shall be named "Financial Bid" and shall comprise**

Form of Bid mentioned in REQUEST FOR PROPOSAL .

**FINANCIAL BID:** To be submitted through e-portal <https://mizoramtenders.gov.in/> **only**.

## **SECTION- I**

### **INSTRUCTIONS TO BIDDER**

#### **1.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

##### **1.1 GENERAL**

Tender is invited in Single Stage -Two Envelope system, one Technical Bid and second as financial bid. Accordingly, bidder is directed to make all formalities and registration on <https://mizoramtenders.gov.in> website and submit the Technical Bid and Financial bid.

The bidders are required to submit **soft copies** of their bids electronically on the SPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the SPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the SPP Portal. The bidder also required to submit **hard copy** of their bid documents during Office hour at the Office of the tendering authority, before the last date of submission.

More information useful for submitting online bids on the e-procurement system Government of Mizoram portal may be obtained at: <https://mizoramtenders.gov.in/>.



## **1.2 REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the <https://mizoramtenders.gov.in/> by clicking on the link “Online bidder Enrollment” on the e-procurement system Government of Mizoram portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement system Government of Mizoram Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

## **SEARCHING FOR TENDER DOCUMENTS :-**

- 1) There are various search options built in the e-procurement system Government of Mizoram Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the e-procurement system Government of Mizoram Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘MyTenders’ folder. This would enable the e-procurement system Government of Mizoram Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.



### **1.3 PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidder should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BIDS :-**

- 5) ***Please uninstall any Java version if installed already. Then go to this link <https://mizoramtenders.gov.in/jre-windows-i586.exe> and download this prescribed version of java for this portal.***
- 6) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 7) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 8) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 9) Bidder has to select the payment option as “offline” to pay the tender fee/EMD/Bid

Security Declaration as applicable and enter details of the instrument.

- 10) Bidder should prepare the EMD/Bid Security Declaration as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 11) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 12) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 13) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 14) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 15) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 16) The bid summary has to be printed and kept as an acknowledgement of the

submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **1.4 ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) **e-procurement system Government of Mizoram portal (i.e., <https://mizoramtenders.gov.in> website)** - Any queries relating to the process of online bid submission or queries relating to SPP Portal in general may be directed to the 24x7 SPP Portal Helpdesk.

**For any technical related queries, please call at 24 x 7 Help Desk Number 0120-4001 002, 0120-4001 005, 0120-6277 787**

International Bidders are requested to prefix +91 as country code

Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority Technical [supporteproc@nic.in](mailto:supporteproc@nic.in)

#### **2.0 INSTRUCTIONS TO BIDDER**

##### **2.1 The purpose of these instructions to serve as a guide to Bidders for preparing offer for carrying out the project in all respect.**

a) Submission of a tender by a tenderer implies that the tenderer has read this notice and all other Tender Documents and has made himself aware of the scope, the specifications, conditions of contract, local conditions and other factors having bearings on the execution of the work.

b) Mizoram State Sports Council desires that the bidders, suppliers, and Sub-contractors under the Project, observe the highest standard of ethics during the performance, procurement and execution of such contracts. In pursuance of this requirement, Mizoram State Sports Council, defines, for the purposes of this provision, the terms set forth below:

i. “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.

ii. “Fraudulent Practice” means any act of submission of forged documentation, or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

obligation, or to succeed in a competitive bidding process.

- iii. “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- iv. “Collusive Practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a bid and for entering into a contract, must examine the Drawings, must inspect the sites of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. Mizoram State Sports Council will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- c) The Contract shall be governed by each SECTION OF TENDER DOCUMENT i.e., instructions to bidders, selection & qualifying criteria, scope of works, General Conditions for Contract (GCC), Special Conditions for Contract (SCC), Annexures, Forms, Drawings, Technical Specification, Addendum / Clarification / Corrigendum etc. and all other Conditions mentioned in the tender documents.
- d) All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the Conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD/Bid Security Declaration and Tender Document Fees of requisite amount in acceptable format, Bids in altered/modified formats, or in deviation with any other requirements stipulated in the tender documents are liable to be rejected.
- e) The company reserves the right to waive minor deviations if they do not materially affect the capability of the Tenderer to perform the contract
- f) The bidders shall not tamper or modify any part of the tender documents in any manner. In case in part of the bid is found to be tampered or modified at any stage, the bids are liable to be rejected, the contract is liable to be terminated and the full earnest deposit/retention money/performance guarantee will be forfeited and the bidder will be liable to be banned from doing any business with Mizoram State Sports Council.
- g) Incomplete Price bid shall be liable to be rejected, at the discretion of Mizoram State Sports Council. The total bid price shall cover the entire scope of works covered in

the tender

### **3.0. LANGUAGE OF BID**

The Bid and all related correspondence and documents relating to the Project shall be in English language only. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation which shall be certified by a qualified translator. Any material that is submitted in a language other than English and which is not accompanied by an accurate English translation will not be considered.

### **4.0. CURRENCY OF BID**

Bid prices shall be quoted in Indian Rupees. Tender submitted by tenderer shall remain valid for acceptance as mentioned in REQUEST FOR PROPOSAL from the date set for submission of the tender. The tenderer shall not be entitled within the said period to revoke or cancel or vary the tender given or any item thereof, without the consent of the Mizoram State Sports Council .

The Mizoram State Sports Council reserves the right to reject any or all the bids or to cancel the Tender, without assigning any reason(s) whatsoever.

**Enclosure-I**

**BID SECURITY DECLARATION**

**(To be submitted on Non-Judicial Stamp paper of minimum Rs. 10 duly attested by Notary /Magistrate)**

Date:

Tender Number and Name:

To,

I/We, \_\_\_\_\_ (Name of the Bidder) understand that, according to bid conditions, Bids must be supported by a Bid Securing Declaration. I/We, the Bidder hereby declare that, if I/We are in breach of any of our obligations(s) under the bidding conditions as brought out below, our bids for any work whose originally scheduled date of bid opening/actual date of bid opening falls within 2 (Two) years reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive.

1. If after Bid opening, I/We withdraw the Bid during the period of Bid validity (including extended validity of tender) specified in the tender documents; or
2. If I/We do not accept the correction of arithmetical errors of the Bid prices; or
3. If I/We, having been notified of the acceptance of the Bid by Mizoram State Sports Council during the period of Bid validity;
  - a. fail or refuse to execute the Proforma of Agreement in accordance with the Instructions to Bidders, if required; or
  - b. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders, or
4. any other case specifically provided for in ITB

I/We shall be suspended for two years and shall not be eligible to bid for Mizoram State Sports Council tenders from date of issue of suspension order.

Signature \_\_\_\_\_

Name of the Bidder \_\_\_\_\_

Name and designation of the person duly authorized to sign the Bid on behalf of the Bidder \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_

## **SECTION- II**

### **SELECTION AND QUALIFYING CRITERIA**

#### **1.0. SITE VISIT**

Intending Bidder(s) are advised to inspect and examine the site at his own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder(s) shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder(s) implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

#### **2.0. Scope of Work:**

The scope of work to be performed by selected Agency will include (but is not limited to) the following tasks:

- a) The Executing Agency shall get the work executed in accordance with the technical sanction and drawings, designs, and specification in the approved Working DPR and ensure completion of the project within the project cost and project period as specified in the contract document.
- b) Complete construction of projects including supply and installation on items and equipment required by the project mentioned in the Detailed Drawing and Estimates as per specifications laid down by the Employer, by way of time scheduling, monitoring, supervision, quality assurance/control etc. Agency shall be responsible for end to end till the final handover of the facilities. Written and specific instructions relating to the works may be issued time to time until the final completion as and when required by the employer, which shall be bound to be complied with by the Agency.
- c) The Agency shall render all required support to the Employer for follow up action, as may



be required, for early approval.

### **3.0. INFORMATION TO BIDDERS:**

**3.1.** The complete process of tendering will be as per The Mizoram Public Procurement Rules, 2020, the General Financial Rules, 2017 as adopted by Government of Mizoram and as amended from time to time, the Central Public Works Department Manual, 2022 as amended from time to time and any other relevant rules being in force in the State of Mizoram.

### **3.2. Definitions:**

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:

- (a). Approval:** means approval in writing by the designated officer of the Employer.
- (b). Contractor:** means the contractor, contractors, suppliers, or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- (c). Employer:** means The Tourism Development Authority, represented by the Secretary, Mizoram State Sports Council and shall also include its administrators, executors and assignees.
- (d). Executing Agency:** also referred to as. 'Agency' means an agency appointed by Employer for execution of the works as may be defined in the agreement.
- (e). Executing Agency Charges:** means the project executing charges payable to the Executing Agency as a percentage of the actual cost.
- (f). Letter of Award (LOA):** As defined in tender.
- (g). Project/work** -means execution and supervision of civil works to be undertaken as specified in the Detailed Project Report (DPR).

### **3.3. BRIEF DESCRIPTION OF BIDDING PROCESS:**

- (a).** As mandated by the Mizoram Procurement Rules, 2020, the method of Two Bid System will be adopted for selection of Bidder for awarding the contract(s).
- (b).** Tenders should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like CIN, PAN, GST Number and clearance certificate, Bank Address with NEFT Account if applicable, and complete postal and e-mail address of their office.
- (c)** The Technical Bid with presentation should be sealed by the Bidder in covers and Financial Bid will be uploaded in e-tender.
- (d)** Technical Bid WILL NOT contain any reference to cost.
- (e)** Any erasure, cutting and overwriting will be duly authenticated by the person responsible for tender and with business stamp.
- (f)** The Financial Bid will be inclusive of all type of Taxes, GST etc. The Project cost is

inclusive of GST considering current GST applicable rate and if GST rate increase or decrease the cost of project may revised as per accordingly only if the sanctioning authority revises the same.

- (g) The Financial Bid shall specify Validity of quotes for a period of 90 days from last date fixed for submission of bid.
- (h) The lowest bid that will be acceptable is only 5 % below the tender cost of Work.

### **3.4. Tender Details:**

Address and contact numbers for submission of Tender or seeking clarifications is given below:-

(a)	Bids /Queries to be addressed /Submitted to:	Secretary Mizoram State Sports Council KHATLA, Aizawl – 796001
b)	Postal address for sending theTenders:	Mizoram Ph - 0389-2333475 Email – mssc1976@gmail.com
(c)	Name and Designation of the contact personnel:	Secretary Mizoram State Sports Council Ph - 0389-2333475 Email - mssc1976@gmail.com
(d)	Telephone numbers of the contact personnel:	Ph - 0389-2333475
(e)	Email id of contact personnel:	mssc1976@gmail.com
(f)	Fax number:	0389-2333475

### **3.5. Bid Validity:**

The Bid shall remain-valid for acceptance for a period of 90 days after the date of Bid opening prescribed in the tender Document. Any Bid valid for a shorter period shall be treated as non-responsive and rejected.

## **4.0. GENERAL TERMS OF BIDDING:-**

### **4.1. Earnest Money Deposit/Bid Security:**

Bidders are required to submit Earnest Money Deposit (EMD) for an amount as

specified below along with their Technical Bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or Bankers Cheque from any public sector banks, drawn in favour of "Mizoram State Sports Council", payable at Aizawl. EMD is to remain valid for a period of 90 days from the date of submission of the tender. *No other mode of payment will be accepted.* EMD of the unsuccessful Bidders will be returned to them at the earliest before the 30th day after the award of the contract. The EMD of the successful Bidder(s) would be returned, without any interest whatsoever, after the receipt Performance Security (three percent of value of the contract) from them as called for in the contract. The EMD will be forfeited if the Bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Bids without the EMD *will be summarily rejected. Claim for exemption from submission of EMD will not be entertained for whatsoever reason it may be, unless accompanied with due notification details.*

Rates of Earnest Money Deposit: 2 % of tender value

**Exemption from submission of EMD Fee for MSMEs:** MSME shall be exempted from submission of EMD on production of requisite proof in respect of valid registration certificate from the MSME. Firms in the process of obtaining of MSME registration will not be considered for the EMD exemption.

#### **4.2. Performance Guarantee:-**

To ensure due performance of the contract, Performance Security shall be obtained from the successful bidder(s) who are awarded the contract(s). Performance Security shall be for an amount of 5% (Five percent) of the value of the contract. Performance Guarantee may be furnished in the form of a Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the Employer's interest in all respects. Performance Guarantee should be submitted within 21 (Twenty-One) days from the date of receipt of Letter of Acceptance. Performance Security will remain valid for a period of 6 Month beyond the date of completion of all contractual obligations of the supplier.

#### **4.3. Security Deposit:**

The contractor shall permit the employer to deduct a sum at rate of 5% (five percent) of the gross amount from each running bill till the sum along with the sum already deposited as Earnest Money, amount to 5% of the tendered value of the works. The security deposit can also be deposited in cash or in the form of government securities or fixed deposit receipt. The security deposit shall be refunded after the expiry of the defect liability period.

In Preparing the Technical Proposal, bidders are expected to examine the documents comprising this TENDER in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

#### **4.4 QUALIFYING CRITERIA: ONLINE TECHNICAL BID SUBMISSION**

The intending bidders must read the terms & conditions of tender documents carefully.

Bidder should only submit bid if he considers himself eligible and he is in possession of all the documents required. The Technical Bid shall be uploaded with colored scanned copies of following documents. All the documents must be Serial wise as stated below along with check list and clearly marked page no. on each page (MANDATORY). Any Bid not in order with page no shall be rejected

<b>Format of Check List</b>				
<b>S. N</b>	<b>Particulars of Documents</b>	<b>Y e s</b>	<b>N o</b>	<b>Page Nos. (From – to)</b>
a)	Authorization Letter to sign the Tender on bidder's original letter head or Power of attorney			
b)	Scanned copy of Bid Security Declaration as mentioned in REQUEST FOR PROPOSAL and Scanned copy of Demand Draft for Tender Fees/EMD of the amount as mentioned in REQUEST FOR PROPOSAL and EMD Fees are exempted for firms having valid MSME Certificate only.			
c)	Form of Technical Bid on bidder's original letter Head to Submit Technical Bid. <b>(Form-A)</b>			
d)	Yearly sales Turnover and Audited Balance Sheet for Last 5 (five) years ending on the financial year 2021-22			
	<ul style="list-style-type: none"> <li>The contractor should not have incurred any loss (profit after tax should be positive) in more than two years during last five years ending 2020-21 duly audited and <b><u>Attested by</u></b></li> </ul>			

	<b><u>the Independent Chartered Accountant.</u></b> <b>(Form-B)</b>			
	<ul style="list-style-type: none"> <li>• Turnover: Average annual financial turnover on Construction works should be at least 50% of the estimated cost of work during the immediate last 3 consecutive financial years ending 2021-22. This should be duly audited by the Chartered Accountant doing Statutory Audit.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Full Balance Sheet and Profit &amp; loss Statement for last 5 years of Bidder should be verified by Chartered Accountant.</li> </ul>			
e)	<ul style="list-style-type: none"> <li>• Proof of having Successfully Completed “Similar works” (Similar Works means “Civil &amp; E&amp;M works”) during last seven years.</li> </ul>			
	<p>i) One similar completed work costing not less than 80% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works of order value each not less than 50% of the estimated cost of work.</p> <p style="text-align: center;">Or</p> <p>iii) Three similar completed works of order value not less than 40% of the estimated cost of work.</p> <p>Note: Similar work means Civil and E&amp;M works. However Civil work shall be the major component. Consider specialized E&amp;M services etc</p> <p><b>Note: The contractors participating in tenders are required to submit completion certificate and copy of work orders only.</b></p>			

f)	Copies of similar works executed in last three years in Mizoram State along with work order and performance certificate issued by the previous clients showing the nature of work and their value. Completion/performance Certificate is required to be enclosed			
g)	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Secretarys of the firm / company. <b>(Form-C)</b>			
h)	Copy of PAN Number.			
i)	Copy of Registration under GST Law in the state of Mizoram.			
j)	Bidder should not be blacklisted/ debarred by any Government/ semi-Government Department / PSU. Bidders shall give undertaking for not being involved in any form of corrupt and fraudulent practices. <b>(Form-D)</b> .			
k)	Power of Attorney for signing of BID <b>(Form-E)</b> .			
l)	Consent Letter to execute the Integrity Pact <b>(Form-F)</b> . with INTEGRITY AGREEMENT is to be submitted on non-judicial Stamp paper of at least Rs.100 and Integrity agreement left blank while submitting the Tender Document.			
m)	Bidder shall submit Information on litigation history, liquidated damages, disqualification etc. in bidder Letter Head <b>(Form-G)</b> .			
n)	Bidder has to submit Bar chart showing the timelines to complete the project in stipulated time period (Construction Schedule)			
o)	Each page of the all Volume of Tender document & Addendum/ Corrigendum shall be Digitally signed by the bidders submitting the Tender in token of his/their having acquainted himself/			

	themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of Mizoram State Sports Council. <b><i>(Do Not Submit with the document of Offline Submission)</i></b>			
p)	Number of professional and technical staff with qualifications and experiences and team composition.			
q)	Bidder has to submit valid certificate of empanelled firm registered under Finance Department of Govt. of Mizoram or valid certificate of upto 3 <sup>rd</sup> Class Contractors under PWD, Government of Mizoram ( Attested/ original)			

- 4.5.** The Bidder shall provide all the information sought under this Tender and any other relevant information as deemed fit by the Bidder. The Employer will evaluate only those Bids that are complete in all respects.
- 4.6.** If the envelope is not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement of premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- 4.7.** Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.
- 4.8.** The Bidders shall be responsible for all the costs associated with the preparation of the Bids and their participation in the bidding process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.
- 4.9.** Bidders are encouraged to submit their respective Bids after visiting the Project/work sites and ascertain for themselves the site condition, location, surrounding climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws & regulation and any other matter considered relevant by them.
- 4.10.** Notwithstanding anything contained in this TENDER, the Employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any



liability or any obligation for such rejection of annulment, and without assigning any reasons thereof.

**4.11.** Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer may not divulge any such information unless it is directed to do by any statutory entity that has the power under law to require its disclosure or it's to enforce or assert any right or privilege of the statutory entity and/or the Employer or as many be required by law or in connection with any legal process.

**4.12. Pre-Bid Meeting / Clarification Regarding Contents of the Tender:**

A Bidder who requires clarification regarding the contents of the Bid documents shall notify the Employer about the clarifications sought well in advance (at least 3 working days) to the date of Pre-Bid Meeting.

**4.13. Modification or Withdrawal of Tender:**

Withdrawal of Bid will not be entertained, once the same is deposited / dropped in the Tender Box or received. Bidders may submit a modified tender before the last date of receipt of tender, wherein, the lowest financial tender shall be considered for evaluation.

**4.14. Clarification Regarding Contents of the Tender:**

During evaluation and comparison of Bids, the Employer may, at its discretion, ask the Bidders for clarification of his Bid. The request for clarification will be given either in writing or verbally and no change in prices or substance of the Bids will be sought, offered or permitted. No post-tender clarification on the iRequest For Proposal initiative of the Tenderer will be entertained.

**4.15** No increase in price because of any statutory increase in or fresh imposition of custom duty, excise duty, or any other tax or duty levied in respect of stores will be accepted once the bid is submitted.

**4.17.** High standard of workmanship, quality of material and timely supply are the prime requisites of the contract.

**4.18.** **Mizoram State Sports Council, Mizoram** has the authority to change the quantity of items demanded as per requirement at a later date.

**4.19.** As per CPWD Works Manual 2014 Section 20.4.3, the tenderer is allowed to quote the rate upto 5% variation (ie upto below 5% of the tendered rate. Tender beyond 10% variation (ie beyond 5% below or beyond 5% above) will not be accepted and will be

treated as invalid.

**5.0. OPENING AND EVALUATION OF BIDS:**

5.1. The Employer shall open the Bids at **2:00 PM** in the **office of the Mizoram State Sports Council, Govt. of Mizoram, Aizawl**, in the presence of the Bidders who choose to attend.

5.2. The Employer will subsequently examine and determine whether each Bid is responsive to the requirements of this **Tender**. A bid shall be considered responsive only if.

- a) It contains Bid Security in the prescribed format.
- b) It is received by the Bid due date including any extension thereof, if any.
- c) It is signed, sealed and marked.
- d) It contains all information (Complete in all respects) as requested in this **RFP**.
- e) It contains all the prescribed forms and requirements.
- f) It does not contain any condition or qualification.

5.3. The Employer reserves the right to reject any Bid which is non-responsive and no request for alternation, modification, substitution or withdrawal shall be entertained by the employer in respect of such Bids. The Employer also reserves the right to accept in part or in full any bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding Process and reject all the Bids at any time, without incurring any liability, whatsoever to the affected Bidder or Bidders.

5.4. The Bid Evaluation Committee constituted by the Mizoram State Sports Council shall evaluate bids adjudged as responsive. Quality and Cost Based Selection (QCBS) as per procedure laid down under the Mizoram Public Procurement Rules, 2020 will be followed for selection of consultant/firms, where quality of the work is prime concern.

- a) Only those responsive proposals that have achieved at least minimum specified qualifying score in quality of technical proposal will be considered further.
- b) After opening and scoring, the financial proposals of responsive technically qualified bidders, a final combined score will be arrived at by assigning weightages for the score of quality of the technical proposal and the score of financial proposal.
- c) The minimum qualifying score for the quality of technical proposal will be 70 percent of the total marks allotted for technical bid. The relative weightages to be given to the quality and cost will be 70:30. The proposal with the highest weighted combined score (quality and cost) shall be selected.
- d) The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

- e). In the first step, the Technical Bids of all Bidders shall be evaluated as to whether they are responsive in terms of REQUEST FOR PROPOSAL and whether they meet the Minimum Eligibility Criteria as per REQUEST FOR PROPOSAL of this RFP for undertaking the Project. Once it is determined, that the Bid is responsive and Bidder fulfils the Minimum Eligibility Criteria, the Technical Bid shall be allocated marks on the basis of the scoring terms set out as per REQUEST FOR PROPOSAL of this tender. Only those Bidders who score a minimum 70 marks out of 100 in Technical Bid thereof (the “Qualified Bidders”) shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this RFP. The Financial Bid shall be allocated 100 marks and the Bidder quoting the lowest cost for the implementation of the Project shall be assigned full marks, and other quotes shall be allocated marks on inversely proportionate basis in the manner. Based on the respective assigned weightage of [70%: Technical Bid] and [30%: Financial Bid], respectively, and the QCBS computation of score to be made in relation to each Bidder, the Bidder scoring highest marks (H1) in accordance with terms hereof shall be the Selected Bidder for the award of the Project. The first ranked Bidder (the “Selected Bidder”) shall be called for negotiation, if necessary, while the second ranked Bidder will be kept in reserve.
- f). The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 5.4 and the criteria set out in tender and as per the technical score as shown below: -
- g). The Authority shall select the Bidder through QCBS process. Technical and Financial Bids shall be evaluated based on parameters specified in the tender document. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelope (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this tender. Only those Bidders whose Technical Bids are responsive, fulfils the Minimum Eligibility Criteria in accordance with Clause 2.2, and scores a minimum 70 marks out of 100 in Technical Bid in accordance with Clause 5.4 here of (the “Qualified Bidders”) shall be entitled to opening of their Financial Bid subject to and in accordance with provisions set out under this tender. Financial Bid will include the total cost required for execution of the Project, and the Bidder quoting the lowest cost will get the maximum financial score of 100. The Bidder should quote a fixed price for the implementation of the Project and it shall not be as a percentage of the overall project cost. Financial scores of other Bidders shall be given in Proportionately. 70% weightage shall be assigned to technical score and 30% weightage shall be assigned to the

financial score. Total score shall be calculated as:

**Total Score = 70% x Technical Score + 30% x Financial Score**

**Whereas, financial Score = 100 x (Lowest Financial Bid / Financial Bid)**

The Project will be awarded to the Bidder with highest Total Score **(H1)** (hereinafter referred to as **“Selected Bidder”**).

**5.5** After selection, a Letter of Acceptance (LOA) shall be issued by the Employer to the Selected Bidder and the Selected Bidder shall, within 2 (Two) days of the issue of the Letter of Acceptance (LOA), acknowledge receipt of the same indicating therein its acceptance or otherwise of the Letter of Acceptance (LOA) and the assignment.

**5.6.** After acknowledgement of the Letter of Acceptance (LOA) as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected Bidder within 30 (Thirty) days.

The method for calculation of marks and relative weightages will be as prescribed under Rule

76, (Appendages 1.9) of the Mizoram Public Procurement Rules, 2020.

**5.7.** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award to the Selected Bidder, While Bids are under consideration, Bidder and/ or their representatives of other

**5.8.** Bids shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award to the Selected Bidder, While Bids are under consideration, Bidder and/ or their representatives of other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer on matters related to the Bids under consideration.

## **5.9. CONTENTS OF FINANCIAL BID**

The Financial Bid should be uploaded separately along with technical bid before last date & time of submission of Tender Document.

The quoted cost filled in Summary of Cost, by bidders, should include all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, GST and other tax.

It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. Contractor on GST Portal “to avail Input benefit of GST” shall reimburse the Goods and Services Tax (GST), to the Agency only after uploading of bills.

The company shall be performing all its duties of deduction of TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

The tenderer shall quote cost up to zero decimal and as well as in words. In case of any discrepancy, cost quoted in words shall prevail.

The Bill of quantity of tender is attached in Microsoft Excel format, bidder shall fill the rates only in soft format. The bidder will upload same filled soft Microsoft Excel copy during uploading of financial bid.

**SECTION – III**

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**GENERAL CONDITIONS OF CONTRACT**

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**SECTION – III**  
**GENERAL CONDITIONS TO CONTRACT**

Bidders should read these conditions carefully and strictly comply while submitting their bids.

**1.GENERAL:**

1.1.1. Subject to the provision of Clause below, the Successful Bidder shall be paid the actual cost for construction of items specified in the latest Working Detailed Project Report. Executing Agency charges shall be based 'on, prevailing -rates- in the PWD SOR as approved by the State Government which is in-built in the Detailed Project Report (DPR).

1.1.2. All incidental charges including the GST and any other tax or cess as applicable on the execution of the project shall be incorporated as per tender.

1.1.3. The following expenses will be borne from the Project Cost:

- i) Cost paid by the Employer to local government any other statutory body or bodies for getting approvals for the project.
- ii) Cost of laboratory charges for testing of materials, etc. for the purpose of ensuring Quality Control.

**2. ROLE AND RESPONSIBILITIES OF THE EXECUTING AGENCY:**

2.1. Subsequent to the signing of the agreement and the approval of the project, the Executing Agency shall forthwith take possession of the site from the Employer and shall nominate qualified Engineer (s) for execution of the project under intimation to the Employer. Site engineer responsible for execution of the project should be present on the work site at all time to control the quality of work executed.

In case the Employer advised the Executing Agency for replacement of Site Engineer the same will be duly considered by it and suitable replacement shall be provided.

2.2. Executing Agency executes the works at approved cost as per approved technical designs and drawings.

2.3. The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and the structural safety during & after completion of the project.

2.4. The Employer as mentioned in REQUEST FOR PROPOSAL can inspect and check the construction Work from time to time to see that the buildings etc. work as per BOQ are being constructed/executed as per drawings & specifications. If any defects are found or deviation (s) from the Plan in the DPR without the written permission of the Employer is noticed during the inspections, the same will be rectified by the Executing Agency.

2.5. During the various stages of execution, Executing Agency shall submit monthly progress reports with site photographs with minimum 6 site photographs of size 4"x6"



2.6. The Executing Agency shall be responsible for proper execution of structure, specifications and workmanship.

2.7. Liability for all defects in the construction work by the executing agency-shall lie with them for a period of 06 (Six) months from the date of its handing over-site - complete in all respect to the Employer. Executing Agency shall be responsible for satisfactory rectification of defects,

2.8. Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may without prejudice to any other rights available to Employer in law can be got rectified by the Employer for and on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice of 30 days to the Executing Agency.

2.9. The Employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Executing Agency under this agreement or from any other amount due. The Employer shall be entitled to claim the balance due with interest and recover the same from the Executing Agency, if the amount claimed is not paid in demand.

2.10. The Executing Agency shall unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.

2.11. Executing Agency shall be fully responsible for acts or omissions committed by it.

2.12. The Executing Agency shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Executing Agency and its sub-agency/workers at its own cost.

2.13, The Executing Agency shall, whenever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency regarding getting such approvals.

2.14. The Executing Agency shall be -fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or the sub-agency.

Further, Employer shall not be responsible in any manner whatsoever or Damages/ compensation under workmen Compensation Act or any other law in torts or in civil law to the employees of Executing Agency and /or Contractor(s) and/or laborer employed.

2.15. The Executing Agency shall send completion report with as-built drawings and maintenance schedules for all the services to the office of the Employer in writing within 15 days of completion of work.

2.16. Responsibility to obtain Completion Certificate and occupancy Certificate rests with the

executing agency, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the employer.

2.17 All plans, drawing, specifications, design, report and other documents prepared by the Agency in performing the Services shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Employer, together with a detail inventory thereof. The Agency may retain a copy of such documents.

2.18. The Agency, their Sub- Agency/ Third party and personnel of either of them shall not, either during the term or within two (2) years and 6 (six) months after the expiration of the Contract period, disclose any proprietor or confidential information relation to the project, the Services, the Contract or Employer's business or operation without the prior written consent of the Employer.

### **3. RESPONSIBILITIES OF THE EMPLOYER:**

3.1. The Employer shall make available the site for the work to the Executing Agency.

3.2. Employer will not be responsible to the contractors/ supplier of the items required for execution of contract.

3.3. Employer shall make payment due under this agreement to the Executing Agency. However, Employer may levy compensation upon the Executing Agency due to nonfulfillment of any clause of the contract or bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

### **4. COMPLETION OF THE PROJECT:**

4.1. The date of start of work i.e., execution and completion shall be reckoned from the 15th day after signing of the Agreement.

4.2. Each work shall be completed in all respect within a period given in the schedule as per clause given from the 15th day after signing of the Agreement.

### **5. PENALTY:**

If the Contractor fails to maintain the required progress In terms of Condition of REQUEST FOR PROPOSAL or to complete the work and clear the site on or before the Contract or extended date period of completion, he shall, without prejudice to any other right or remedy of the Corporation on account of such breach, pay as agreed compensation amount calculated as stipulated below or such smaller amount as may be fixed by the authority mentioned in Schedule "F" on the Contract value of the work for every week that the progress remains below that specified in Conditions 13 and 14 or that the work remains incomplete.

This will also apply to items or groups of items for which separate period of completion has been specified.

1% of the contract amount subject to maximum of Rs. 10,000/- per week or part thereof. The total

Compensation for delay shall further be subject to an overall maximum of 10% (Ten percent) of the contract amount as awarded. The decision of the competent officer of Accepting Authority shall be final and binding.

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the corporation.

**6. ASSIGNMENT OF THE AGREEMENT:**

The Executing Agency shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement to any other part without the previous consent in writing of the Employer, except as provided under the agreement.

**7. PAYMENT AND SCHEDULE OF PAYMENT:**

7.1. Mobilization Advance: Mobilization Advance shall be limited to 10% of Tendered Amount at 10% simple interest per annum.

The mobilization advance shall be released only after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. The advance will be released in two Installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

7.2. Secured Advance:

- (a) Secured Advances on the security of materials brought to the construction site may be made to the contractors for items which are to be used on work.
- (b) The Employer can sanction the secured advance up to an amount not exceeding 75 percent of the value of the materials as assessed by the Engineer-in-charge, or an amount not exceeding 75 percent of the material element cost in the tendered rate of the finished item of work, whichever is lower.
- (c) Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer that.
  - (i) The quantities of Materials for which the advances are made have- actually been brought to site;
  - (ii) Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished works have been agreed upon;
  - (iii) The quality of materials is as per the specifications.

- (e) Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.
- (i) Secured advance shall be granted only for non-perishable items. The Officer in- charge shall identify whether an item is perishable or not;

7.3, The remaining fund will be released to the Executing Agency on actual execution basis on on-site measurements.

7.4, On completion of work, the accounts of the work shall be closed and a final bill/ expenditure statement audited by a Chartered Accountant shall be submitted for settlement.

## **8. MONITORING:**

8.1. Effective monitoring shall be carried out by Agency, and by the Employer to monitor or the progress and quality of the works in implementation of the Project. To this end, Agency shall furnish all the data and information, as may be prescribed by the Employer from time to time in a prescribed/relevant format.

8.2. The Agency shall monitor or the progress of the works by maintaining full information of contractors, contractor-wise status report of cost of work done and payments made, list of completed works and value of work done in the prescribed format.

8.3. The Agency shall ensure that best practices are applied for quality management of works. The executing Agency shall intimate the Employer of details of the Quality Control System operational at the Agency level.

8.4. The first tier of quality control will be executed at the Agency level.

8.5. The Employer, besides the Technical Wing of the Department, may also appoint Independent Quality MoRequest For Proposal ors as required.

8.6. The Agency shall submit quarterly progress reports along with photographs of works undertaken.

## **9. Patents and Other Industrial Property Rights:**

The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

**10. ARBITRATION:** Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof, shall first be endeavored to be amicably resolved at the Top Management level of the parties. However, in the event of such dispute, difference or question, etc.,

remaining unsolved, the same shall be referred to the arbitration by a sole arbitrator appointed mutually by both the parties as per provisions of the Arbitration & Conciliation Act, 1996 as applicable. The place of such arbitration shall be at Aizawl, Mizoram.

**11. FORCE MAJEURE:**

The works(s) (whether fully completed or not) and all materials, machines, tools & plants, scaffolding, temporary buildings & other things connected therewith shall be at the risk of the Agency until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work of any materials properly brought to the Site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, Agency shall, when ordered in writing by the Employer, remove any debris from the Site, collect and properly remove or/and stack in store all serviceable materials salvaged from the damaged work & shall be paid at the Contract rates in accordance with the provisions of this Contract for the work of cleaning the site of debris, stacking removal of serviceable materials and for the reconstruction of all works ordered by the Employer, such payment being in addition to compensation up to the value of work originally executed before being damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Agency and by the Employer. The Agency shall be paid for the damaged/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Employer regarding the quality and quantity of the materials and the purpose for which they were collected shall be final & binding on all parties to the contract.

Provided always that no compensation shall be payable for any loss in hostilities or war-like operations.

I) Unless the Agency had taken all such precautions against Air raids as are deemed necessary by the Employer.

II) For any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Agency having to carry out reconstruction as aforesaid, he shall be awarded the Engineer-in-Chief considers such extension of time for its completion as reasonable.

In the event of any loss or damage to the work or any part thereof from any of the excepted Risks, the following shall have effect.

I) The Agency shall, as may be directed in writing by the Employer, remove from the Site any debris of so much of the Work as shall have been damaged.

II) The Agency shall, as may be directed in writing by the Employer, proceed with the erection & Completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment of such additional works, if any, shall be made as per terms of the Contract.

Provided always that the Agency shall not be entitled to payment under the above

provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage

## **12 Labour**

1. The Contractor shall employ labour in sufficient numbers either directly or through sub-Contractors, where such subletting is permitted, to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Project Engineer. The Contractor shall not employ in connection with the Works any person who has not completed his fifteenth year of age.

2. The Contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Mines Act, 1952, The Employees State Insurance Act, 1948, Safety Code and Labour Welfare Acts, or rules, or any modifications thereof or any other law relating thereto & rules made there under from time to time.

3. The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-Contractors.

4. The Contractor shall provide all labour and setting out apparatus required and set out the works and be responsible for the accuracy of the same. He shall amend at his own cost any error found at any stage, which may arise through inaccurate setting out.

## **13. Site Drainage**

a) All water which may accumulate on the Site during the progress of the Works, or in trenches and excavations, from other than the Excepted Risks shall be removed from the Site to the satisfaction of the Project Engineer and at the Contractor's expense.

b) Nuisance: The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the public generally.

## **14. Materials Obtained from Excavation**

Materials of any kind obtained from excavation on the Site shall remain the property of the Corporation and shall be disposed of as the Project Engineer may direct.

## **15. Treasure Trove, Fossil, etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Corporation and the Contractor shall take reasonable precautions to prevent his workman or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal acquaint the Project Engineer with such discovery and carry out the Project Engineer's directions as to the disposal of the same at the expense of the Corporation.



## **16. Watching and lighting**

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Project Engineer for the protection of the Works or for the safety and convenience of those employed on the works or the public.

## **17 Contractor's Supervision**

The Contractor shall either himself supervise the execution of the Works or shall appoint qualified Engineer approved by the Architect(s) and /or Project Engineer to act in his stead. If the Contractor fails to appoint a suitable agent as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full powers to suspend the execution of the Works until such date as a suitable agent is appointed and the Contractor shall be held responsible for the delay so caused to the works.

## **18 Inspection and Approval**

All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Architect(s) and/or Project Engineer shall or his authorized representative when each stage is ready. In default of such notice, the Project Engineer shall be entitled to appraise the quality and extent thereof.

1. No work shall be covered up or put out of view without the approval of the Architect(s)/ Project Engineer or his authorized representative and the Contractor shall afford full Opportunity for examination and measurement of any work which is about to be Covered up or put out of view and for examination of foundations before permanent Work is placed thereon. The Contractor shall give due notice to the Project Engineer or his authorized representative whenever any such work or foundation is ready for examination and the Architect(s)/Project Engineer or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Architect(s)/Project Engineer, uncover such work at the Contractor's expense.

2. Departmental officers concerned with the Contract shall have powers at any time to inspect & examine any part of Works and the Contractor shall give such facilities as may be required for such inspection and examination.

## **19. Removal of Workmen**

The Contractor shall employ in and about the execution of the works only such persons as are skilled and experienced in their several trades and the Architect(s)/ Project Engineer shall be at liberty to object to and require the Contractor to remove from the Works any person employed by the Contractor in or about the execution of the Works who in the opinion of the Project Engineer misconduct himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Architect(s)/Project



Engineer.

## **20. Work during Night or on Sundays and Holidays**

Subject to any provisions to the contrary is contained in the Contract, if works have to be carried out during night or on Sundays or on authorized holidays, permission in writing of the Project Engineer shall be obtained except when the work is unavoidable or absolutely necessary for the safety of life, property or works in which case the Contractor shall immediately advise the Project Engineer accordingly.

## **21. Time Limit for Payment of Final Bill**

- i) The final bill shall be submitted by the Contractor WITH IN THREE MONTHS of physical completion of the Works, no further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and at rates approved by the Architect/Project Engineer shall be made within the period of 30 days after the receipt of bills.
- ii) After payment of the amount of the final bill payable as aforesaid has been made, the contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the contract.

## **22: CONTRACTOR LIABLE FOR DAMAGES, DEFECTS DURING DEFECT LIABILITY PERIOD**

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in- Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of work costing Rs. Ten lacs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the

security deposit is sufficient, to meet all liabilities of the contractor under this contract, half of the security deposit will be refundable after six months and the remaining half after twelve months of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later.

The defects liability period will be 6 Month from the date of completion of development and construction works. During this period, the Contractor will get the defects rectified without any cost to MIZORAM STATE SPORTS COUNCIL.

### **23: CONTRACTOR SUPPLY TOOLS & PLANTS ETC.**

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants as specified in Special Conditions of Contract. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

### **24. No labour below the age of Eighteen years shall be employed on the work.**

### **25: INSURANCE**

#### **1. Requirements**

Before commencing execution of works, unless stated otherwise in the special conditions of contract, it shall be obligatory for the contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's all risk and Third-Party Cover.
- b) Liability under the workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970.
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by workmen's compensation Act.
- d) Damage to material, machinery and works due to fire theft etc.

- e) Any other risk to be covered by insurance as may be specified by the employer in the special conditions of contract.

## **2. Policy in Joint Names of Contractor and Employer**

The policy referred to under sub-clause 46(1) above shall be obtained in the joint names of the contractor and the employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of works, their maintenance and performance of the contract.

- a) Loss of life or injury involving public, employee of the contractor, or that of employer and Engineer, labour etc.
- b) Injury, loss or damage to the works or property belonging to public, government bodies, local authorities, utility organizations, contractors, employer or others.

## **3. Currency of Policy**

The policies shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period. The contractor shall, whenever called upon, produce to the engineer or his representative the various insurance policies obtained by him as also the rates of premium and the premium paid by him to ensure that the policies indeed continue to be in force. If the contractor fails to effect or keep in force or provide adequate cover in the insurance policies mentioned in the tender or any other insurance he might be required to effect under the contract, then in such cases, the employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the contractor or from the contractor's performance security.

**SECTION- IV**

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**SPECIAL CONDITIONS OF CONTRACT**

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**SECTION-IV**

**SPECIAL CONDITIONS OF CONTRACT**

1. Protection of work/workers: The safety of the work in all respect is contractor's responsibility till the site is handed over back to MIZORAM STATE SPORTS COUNCIL after completion of project.
2. Measurement: The quantities given in the tender are approximate, which may be increased / decreased during execution of work, however the payment shall be made on the basis of actual measurement taken on site and in conformity with BIS codes.
3. Lighting arrangement: The contractors shall provide adequate lighting arrangements as approved by the Project Engineer for carrying out the works during night time and also provide all other facilities for the labour employed to carry out the works.
4. Site constraints: The quoted rate shall, among others, include mobilization of various type of materials and labour, tools, plants, lighting etc. working at all heights, depths, widths etc. and also the constraints at site like accesses, simultaneous working of other agencies engaged by the corporation, lead, lift, light shortage of storage space and such other situations as exist at site of work.
5. Water & Electricity: The contractor shall make his own arrangement for water & electricity required for construction as well as for drinking water at his own cost. The contractor shall make necessary arrangement for the above at his own cost and remove the same on completion / termination of the work. If water and electricity be arranged by MIZORAM STATE SPORTS COUNCIL, 1% of work done shall be deducted from contractor's bill, i.e., half percent each for water & electricity.
6. The rates of the contractor shall be inclusive of Labour Cess @1% or as applicable and necessary recovery of labour cess shall be made from each RA bill by the MIZORAM STATE SPORTS COUNCIL to be deposited with the labour board of the concerned state. In case the labour board is not established in the state, recovery made by MIZORAM STATE SPORTS COUNCIL on account of labour cess shall be retained under suspense and will be deposited with the labour board at the later date as and when the labour board is established in the state
7. Safe Custody: The safe custody and up-keep, till handing over, is the sole responsibility of the contractor. The contractor shall employ sufficient supervisory personal and watchman to ensure that the different items fabricated, supplied by him are kept in fine condition till they are hand over satisfactorily.
8. Handing over: On completion of the work, the site of work shall be thoroughly cleaned and all debris removed before the work is handed over satisfactorily as per the agreed

phases.

9. Specification: All work their execution, workmanship; measurements shall be carried out as per the CPWD/PWD specification or latest BIS codes unless otherwise specified.

10. Quantity: The contractors deemed to have studied the site carefully and arrived at quantities or material so as to complete each item of schedule of quantity in its entirety.

11. The Contractor shall submit a phased work program for execution of the work immediately after award of work.

12. Contractor shall provide "All risk insurance policies" beneficiary to MIZORAM STATE SPORTS COUNCIL equivalent to the contract sum which shall be validated till the defect liability period is over and workman compensation policy which shall be validated for running period of work.

13. The contractor should strictly comply with the provision of EPF & ESI Acts and keep indemnified the corporation against all actions claims demands, liabilities whatsoever under and in respect of breach of any provision of clause of the said Act.

14. On completion of work a post comparative statement will be prepared and total work done amount of the lowest firm will be restricted at the lowest amount of post comparative statement of the other tenderers in case of reversal of tender for payment purpose.

15. Any discrepancies found in the documents/drawings must be brought to the notice of the Project Engineer and clarification sought well in advance and his decision shall be final and binding on the contractor.

16. All mandatory tests as per CPWD/PWD specifications and as desired by Engineer-in-Charge shall be carried out. The testing charges of material including cost of materials shall be borne by the contractor.

17. The original/copy of purchase bills of items supplied by the contractor those having Guarantee/warranty provided by the manufacturer is to be provided by the Contractor to MIZORAM STATE SPORTS COUNCIL for dealing further maintenance of the items through the manufacturer. However, during defect liability period, the contractor will be sole responsible to rectify defects.

18. PERMITS AND LICENCES

The contractor will arrange permit and licenses for release of materials that are under government control. The Corporation will render necessary assistance, sign any forms or application that may be necessary as per status. The Project Engineer and

Architect shall be indemnified against all government or legal actions arising out of theft or misuse of government-controlled materials in the custody of the contractor.

**19. GOVT. AND LOCAL RULES**

A. The contractor shall conform to the provisions of all local bye-laws and Acts relating to the work and to the Regulation etc. of the Government and Local authorities and of any company with whose system the work under contract is required by the said Act, rules, regulations and bye-laws for execution of the work involved.

B. The Contractor shall be responsible for getting the electrical installation inspected and approved by the local authorities wherever required and getting electrical load sanctioned from the concerned authorities if required along with the installation of a metering panel and shall have to get the same approved from the statutory authority. The cost if any shall be deemed to have been included in his quoted rates taking into account all liabilities for license's, fees for footpath encroachment restoration etc. and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities

**20. Hindrance clarification: -**

(i) Rain shall not be counted as hindrance.

(ii) Similarly, it is also clarified that no hindrance shall be recorded in case of festival as the same are known hindrance and taken into account in stipulated period of time for completion of work at the time of floating of the tender.

**SECTION – V**

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**ANNEXURES**

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**ANNEXURE - I : FORMAT FOR PERFORMANCE SECURITY**

**ANNEXURE - II: FORMAT FOR ADVANCE  
PAYMENT BANK GUARANTEE**

**ANNEXURE - III : FORMAT FOR INDENTURE FOR  
SECURED ADVANCES**

**ANNEXURE - IV : FORMAT FOR SEEKING  
EXTENSION OF TIME**



**Annexure – I**

**FORM OF PERFORMANCE GUARANTEE**

MIZORAM STATE SPORTS COUNCIL,

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In consideration of \_\_\_\_\_

(Employer's name) (Hereinafter referred to as "The Employer") which expression shall, unless repugnant to the context or meaning there of include its successors, administrators and assigns) having awarded to \_\_\_\_\_ (Contractor's name & address) (hereinafter referred to as "the Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer's Notification of Award No. \_\_\_\_\_ dt. \_\_\_\_\_ and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for \_\_\_\_\_ (Name of work) (hereinafter called "the contract") and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (5 % of the said value of the Contract to the Employer).

We, \_\_\_\_\_ (name & address of bank) (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid at any time up to \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor or court. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall continue to be enforceable till the Employer discharges this guarantee.

We the said Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said

contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from, time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The guarantee shall not be affected by a change in the constitution of the bank or of the employer.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We The Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney / Post Approval Authorization dated

\_\_\_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and

clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period as may be desired by the MIZORAM STATE SPORTS COUNCIL to whom this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- ii) This bank guarantee shall be valid up to \_\_\_\_\_; and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or anypart thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before \_\_\_\_\_ **(indicate a date twelve month after validity of Guarantee)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at New Delhi.

**Annexure – II**

**FORM OF ADVANCE PAYMENT GUARANTEE**

**Mizoram State Sports Council**

KHATLA, Aizawl – 796001, Mizoram

In consideration of MIZORAM STATE SPORTS COUNCIL LTD. (hereinafter referred to as “the Employer”) which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to\_\_\_\_(Contractor’s name) with its Registered/Head Office at\_\_\_\_(hereinafter referred to as “the Contractor” which expressions shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a contract, by issue of Employer’s Notification of Award No. \_\_\_\_\_dt.\_\_\_\_\_and the same having been unequivocally accepted by the Contractor, resulting into a contract valued at Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_only) for \_\_\_\_\_(Hereinafter called “the contract”) and the Employer having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to Rs.

\_\_\_\_\_(Rupees\_\_\_\_\_only) as an advance against bank guarantee to be furnished by the Contractor.

We,\_\_\_\_\_(name & address of bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Contractor to the extent of Rs.\_\_\_\_\_(Rupees\_\_\_\_\_only) as aforesaid at any time up to\_\_\_\_\_

without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee. We further agree that no change in the constitution of the Bank or of the Employer shall affect this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to vary the advance or to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank.

The bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this guarantee under the Power of Attorney/ Post Approval Authorization dated \_\_\_ of the bank granted to him / us by the Bank. We the said bank do hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the powers of the bank or its officials and the guarantee shall be deemed to have been issued as if the bank and its officials have all the powers and authorization to give this guarantee on behalf of the bank.

We the said bank does hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the guarantee. We the said bank does hereby declare and undertake that your claim under the guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this guarantee is limited to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s \_\_\_\_\_ on whose behalf this bank guarantee has been given.

Notwithstanding anything contained herein

- i) Our liability under this guarantee shall not exceed Rs.\_\_\_\_\_(Rupees \_\_\_\_\_only);
- ii) This bank guarantee shall be valid up to\_\_\_\_\_and
- iii) our liability to make payment shall arise and we are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand in terms of the guarantee on or before\_\_\_\_\_(**indicate a date twelve months after the validity of the guarantee**).

Dated this\_\_\_\_\_day of\_\_\_\_\_at New Delhi. WITNESS

(Signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Official address)

\_\_\_\_\_

(Designation with bank stamp)

Attorney as Power of Attorney

(Signature)

\_\_\_\_\_

No.\_\_\_\_\_dt.\_\_\_\_\_

(Name)

\_\_\_\_\_

**ANNEXURE-III**

**FORMAT FOR INDENTURE FOR SECURED ADVANCES**

THIS INDENTURE made the..... day of .....20..... BETWEEN.....  
(Hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors' administrators and assigns) of the one part and the MIZORAM STATE SPORTS COUNCIL(hereinafter called the MIZORAM STATE SPORTS COUNCILwhich expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the MIZORAM STATE SPORTS COUNCILthat he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Mizoram State Sports Council has agreed to advance to the Contractor the sum of Rupees ..... on the security of materials, the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor on .....and the MIZORAM STATE SPORTS COUNCIL has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees ..... on or before the execution of these presents paid to the Contractor by the MIZORAM STATE SPORTS COUNCIL (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Mizoram State Sports Council and declare as follows: -

- (1) That the said sum of Rupees .....so advanced by the

Mizoram State Sports Council to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Mizoram State Sports Council as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will

not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the MIZORAM STATE SPORTS Council against all claims to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer ..... Division (hereinafter called the Divisional Officer) and in the term of the said agreement. That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.
- (4) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.
- (5) That the advances shall be repayable in full when or before the Contractor receives payment from the MIZORAM STATE SPORTS COUNCIL of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each such payment the MIZORAM STATE SPORTS COUNCIL will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (6) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the MIZORAM



STATE SPORTS COUNCIL shall immediately on the happening of such default be repayable by the Contractor to the MIZORAM STATE SPORTS COUNCIL together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the MIZORAM STATE SPORTS COUNCIL in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the MIZORAM STATE SPORTS COUNCIL to repay and pay the same respectively to him accordingly.

- (7) That the Contractor hereby charges all the said materials with the repayment to the MIZORAM STATE SPORTS COUNCIL of the said sum of Rupees and any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the MIZORAM STATE SPORTS COUNCIL may at any time thereafter adopt all or any of the following courses as he may deem best :-
- a) Size and utilize the said materials or any part thereof in the completion of the said work on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the MIZORAM STATE SPORTS COUNCIL on demand.
  - b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the MIZORAM STATE SPORTS COUNCIL under these presents and pay over the surplus (if any) to the Contractor.
  - (c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.
- (8) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

- (9) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the said .....and .....by the order and under the direction of the MIZORAM STATE SPORTS COUNCILhas hereunto set their respective hands the day and year first abovewritten.

Signed, sealed and delivered by... ..... the said contractor in the presence of

.....

Signature .....

Witness Name .....

Address .....

Signed by .....

by the order and direction of the MIZORAM STATE SPORTS COUNCILin the presence ofWitness  
Name.....

Address .....

Signed by .....

**ANNEXURE-IV**  
**FORMAT FOR SEEKING EXTENSION OF TIME**

1. Name of contractor
2. Name of work as given in the agreement
3. Agreement no
4. Estimated amount put tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time already given

letter no. and date		Extension granted	
		Months	Days
(a)	1st extension .....		
(b)	2nd extension .....		
(c)	3rd extension .....		
(d)	4th extension .....		
(e) Total extension previously given			

9. Reasons for which extension have been previously given
10. Period for which extension if applied for
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred.

Signature of ContractorDated .....

**SECTION – VI**

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**FORMS**

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**FORM A: FORM OF TECHNICAL BID**

**FORM B: FINANCIAL INFORMATION**

**FORM C: STRUCTURE & ORGANISATION**

**FORM D : NO CONVICTION CERTIFICATE**

**FORM E: POWER OF ATTORNEY FOR SIGNING OF BID**

**FORM F : INTEGRITY PACT WITH INTEGRITY AGREEMENT**

**FORM G: FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES,  
DISQUALIFICATION**

**FORM H: DEED OF AGREEMENT**

**Form-A**  
**FORM OF TECHNICAL BID**

Name of Work: \_\_\_\_\_

Bid No: \_\_\_\_\_

To

\_\_\_\_\_ [Employer]

\_\_\_\_\_ [ A d d r e s s ]

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda.
2. We offer to execute the Works described above and remedy any defects therein in conformity with the Conditions of Contract including Special Conditions, Specifications, Drawings, Bill of Quantities.
3. We undertake, if our Bid is accepted, to commence the work as stipulated in this Contract, and to complete the whole work comprised in the Contract within the time stated in the Contract Document.
4. We agree to abide by this Bid for the period of \_\_\_\_ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
5. We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.
7. I/We do hereby submit our Technical Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory.....

Name.....

Title .....

Date .....

**FORM- B****FINANCIAL INFORMATION**

[To be submitted on **Original** Letter Head of Bidder OR **Original** Letter Head of CA]

1. Financial Analysis: Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

<b>Years</b>	<b>Gross Annual turnover on construction works</b>	<b>Profit/Loss(After Tax)</b>
2017-2018		
2018-2019		
2019-2020		
2020-2021		
2021-2022		

**Average Turnover of above three years**

<b>S. No</b>	<b>Financial Year</b>	<b>Turnover (INR)</b>
1	2019-20	
2	2020-21	
3	2021-22	
4	<b>Average Turnover of above three years</b>	

(Signature of Bidder with Seal)

This is to certify that the above information has been examined by us on the basis of relevant documents, books of accounts & other relevant information and the information submitted above is as per our record.

(Signature of Authorized Signatory, CA) with membership No. & UIDIN No.

Seal of CA Firm with UDIN number

**FORM- C**  
**STRUCTURE & ORGANISATION**

<b>S. No.</b>	<b>Particulars</b>	<b>Details Submitted by Bidder</b>
1.	Name & address of the bidder	
2.	Telephone no./Telex no./Fax no.	
3.	Legal status of the bidder (attach copies of original document defining the legal status) (a) A proprietary firm (b) A partnership firm (c) A limited company or Corporation (d) A Company registered under company's Act 1956/2013	
4.	Particulars of registration with various Government Bodies (attach attested photocopy)	
	Organization/Place of Registration 1. 2. 3.	Registration No.
5.	Names and titles of Secretary & Officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization	
7.	Has the bidder or any constituent partner in case of partnership firm Limited Company/ Joint Venture, ever been convicted by the court of law? If so, give Details.	
8.	In which field of Civil Engineering construction, the bidder has specialization and interest.	
9.	Any other information considered necessary but not Included above.	

**Signature of Bidder(s)**

**FORM-D**

**FORMAT FOR NO-CONVICTION CERTIFICATE**

[To be submitted on Bidder's **Original** Letter Head]

**Subject: No-Conviction Certificate for --- (Name of the work / project)**

This is to certify that \_\_\_\_\_ (Name of the organization), having registered office at \_\_\_\_\_ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central / State Government Department or Court of law anywhere in the country.

This is also to certify that M/s \_\_\_\_\_ (Name of the organization), is not involved in any form of Corrupt and Fraudulent Practices in past and will never be involved in future.

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation  
of the Authorized signatory)

Place: \_\_\_\_\_ **Name and seal of Contractor**



**Form-E**

**Power of Attorney for signing of BID**

Know all men by these presents, We..... (Name of the Bidder/Firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name),.....son/daughter/wife of.....and presently residing at....., who is presently employed with us as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID(s) for the.....[name of Work] proposed by the.....(name of Department) including but not limited to signing and submission of all BIDs, and other documents and writings, participate in conferences/meetings and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Work[s] and/or upon award thereof to us and/or till the entering into of the contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. In witness whereof we, ....., the above-named principal has executed this power of attorney on this.....day of..., 2

For

(Signature)

(Name, Title and Address)

Witnesses:

1. Accepted

2. Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarized)

Person identified by me/ personally appeared before me/  
signed before me/Attested/Authenticated\*

(\*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: \_\_\_\_\_

Notes: **1.** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

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

**FORM-F**

**FORMAT FOR INTEGRITY PACT**

[To be submitted on Bidder's **Original** Letter Head]

To,

Secretary

Mizoram State Sports Council

KHATLA, Aizawl – 796001

Mizoram

**Sub: Integrity Pact for----- (Name of Work / Project)**

Dear Sir,

I/We acknowledge that MIZORAM STATE SPORTS COUNCIL is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document at

**Enclosure-I.**

I/We agree that the Notice Inviting Tender (REQUEST FOR PROPOSAL ) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the REQUEST FOR PROPOSAL .

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by MIZORAM STATE SPORTS COUNCIL. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, MIZORAM STATE SPORTS COUNCIL shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**Enclosure-I**  
**INTEGRITY AGREEMENT**

**[To be submitted on Non-Judicial Stamp paper of At least Rs.100]**

The Integrity agreement left blank while submitting the Tender Document

This Integrity Agreement is made at ..... on this ..... day of ..... 20.....

**BETWEEN**

**Mizoram State Sports Council.** KHATLA, Aizawl – 796001 Mizoram (Hereinafter referred as the **‘EMPLOYER’**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **AND**

.....  
(Name and Address of the Individual/firm/Company) through  
..... (Hereinafter referred to as the  
(Details of duly authorized signatory)

**“Bidder/Contractor”** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Employer has floated the Tender (REQUEST FOR PROPOSAL No. ....)  
(hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational  
procedure, contract for ..... (Name of work)  
hereinafter referred to as the “Contract”.

AND WHEREAS the Employer values full compliance with all relevant laws of the land, rules,  
regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s)  
and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this  
Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions  
of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract

between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under: -

**Article 1: Commitment of the Employer**

- (1) The employer commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Employer, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Employer will, during the Tender process, treat all Bidder(s) with equity and reason. The Employer will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Employer shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the MIZORAM STATE SPORTS COUNCIL all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in

the Tender process and during the Contract execution:

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Employer's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the

purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the MIZORAM STATE SPORTS COUNCIL interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Employer under law or the Contract or its established policies and laid down procedures, the Employer shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Employer's absolute right:

(1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Employer after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Employer. Such exclusion may be forever or for a limited period as decided by the Employer.

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Employer has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Employer apart from exercising any legal rights that may have accrued to the Employer, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Employer obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Employer has substantive suspicion in this regard, the Employer will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central

Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Employer.

(2) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Employer may, at its own discretion, revoke the exclusion prematurely.

**Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.

(2) The Employer will enter into Pacts on identical terms as this one with all Bidders and Contractors.

(3) The Employer will disqualify Bidders, who do not submit, the duly signed Pact between the Employer and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 6: Duration of the Pact**

(1) This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 6 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

(2) If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, MIZORAM STATE SPORTS COUNCIL

**Article 7: Other Provisions**

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Employer, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.



(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Employer in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 8: LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Employer)

.....

(For and on behalf of Bidder/Contractor)

WITNESSES:

1. ....

(Signature, name and address)

2. ....

(Signature, name and address)

Place:

Dated:

**FORM-G**

**FORMAT FOR LITIGATION HISTORY, LIQUIDATED DAMAGES, DISQUALIFICATION**

[To be submitted on Bidder's **Original** Letter Head]

To,  
Secretary  
Mizoram State Sports Council  
KHATLA, Aizawl – 796001  
Mizoram  
Ph - 0389-2333475

**Subject: Litigation History, Liquidated Damages, Disqualification for ----- (Name of Work  
/Project)**

It is hereby declared that our firm (Name of firm with address -----) neither  
disqualified, nor have any Litigation history and no Liquidated Damage imposed on the firm by any  
Department.

Yours faithfully,

Date:

(Signature, name and designation  
of the Authorized signatory)

Place:

**Name and seal of Bidder**

**FORM-H**  
**DEED OF AGREEMENT**

**THIS AGREEMENT** is made at Aizawl on \_\_\_\_\_, 2023 between the **Mizoram State Sports Council**, having its principal office at KHATLA, Aizawl – 796001 Mizoram, hereinafter called the 'Employer' (and the term 'Employer' shall mean and include its administrators, executors and assignees), on the FIRST PART.

**AND**

M/s.....  
hereinafter called the 'Executing Agency' (and the term the 'Executing Agency' shall mean and include its administrators, successors and assignees) on the SECOND PART.

Whereas, the Executing Agency on the Second Part, has submitted its bid to the Employer for .....

and the Employer has accepted the bid for the execution, completion and the remedying of any defects therein, the work of Construction of Gazebo's, Signages, Solid Waste Management, Dust Bin and lighting Work at Chite Veng, Aizawl City (P&HTFC) (hereinafter referred to as the Project' I 'Work') as per approved Detailed Project Report / Plan and Estimate at the cost of Rs.\_\_\_\_/- in \_\_\_\_\_ words ( \_\_\_\_\_ Only) on the Terms and Conditions set forth hereinafter;

**NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**DEFINITIONS:**

- 1.1. **Approval:** means approval in writing by the designated officer of the Employer.
- 1.2. **Contractor:** means a person or firm/agencies employed by the Employer to undertake a work or provide materials or labour.
- 1.3 **Employer:** means The Mizoram State Sports Council, represented by the Secretary, Mizoram State Sports Council and shall also include its administrators, executors and assignees.
- 1.4. **Agency /firm/firm Charges:** means the project executing charges payable to the Employer as a percentage of the actual cost.
- 1.5. **Works Advisory Board:** means Works Advisory Board constituted by the Mizoram State Sports Council.

**2. GENERAL TERMS:**

- 2.1. Within 21 (Twenty One) days of issue Letter Of Acceptance and after signing of agreement, the successful bidder shall deliver a Performance Guarantee of the value of 5% of the actual cost of work in the form of a Bank Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee from a Commercial Bank drawn in favour of The Secretary, Mizoram State Sports Council payable at Aizawl, Mizoram as Performance Guarantee Deposit.

Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

Failure to comply with any of the clauses of this agreement will entail forfeiture of the Performance Guarantee Deposit.

- 2.1. The Contractor shall be paid the “actual project cost” for execution of the civil works specified in the Project. The task shall include, but not limited to, perusal for sanction, project execution, management and supervision.

- 2.2. The expression “actual project cost” shall include the following:

- a) All charges of the Contractor payable to the contractor and suppliers in respect of the project.
- b) All final payments made to the contractor for construction of the building, services rendered and other related charges. These shall include the Work, contract tax, service tax, GST and any other tax or cess applicable in the execution of work.
- c) All cost of materials required for the project and used in the work, including storage charges, carriage and any other incidental charges connected with such materials but excluding the materials not incorporated in the Project.
- d) Actual cost of site survey, including the cost of cartage of samples to and from the laboratory including cost of field laboratory.
- e) The service tax including any other cess applicable on the Contractor charges.
- f) The cost of Geo-technical investigation to be borne by the Contractor from fund apportioned from contingencies.
- g) “Actual Project cost” **shall not include** the following for the purpose of calculation –
  - i). Cost of land.
  - ii). Cost paid by the Employer to local government or any other statutory body or bodies for getting approvals for the project.
  - iii). Cost of laboratory charges for testing of materials, etc.

**3. ROLE AND RESPONSIBILITIES OF THE CONTRACTOR:**

- a) Subsequent to the signing of the agreement, the Contractor shall forthwith take possession of the site from the Employer and shall nominate a qualified Engineer (s) for execution of the Project under intimation to the Employer. Site engineer appointed by the contractor should be present at the site at all time controlling the quality of work executed. In case the Employer advise the Contractor for replacement of Site Engineer, the same will be duly considered by it and suitable replacement will be provided.
- b) The Contractor shall get the work executed as per the technical sanction and drawings, design, specification and estimate in the approved Detailed Project Report DPR). The work shall be carried out with sound engineering practices and with instructions issued by Employer from time to time.
- c) Contractor shall execute the works at approved cost as per approved technical designs and drawings and ensure completion of the project within the project period.
- d) The contractor shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during and after completion of the project.
- e) The Employer or any person authorized by it can inspect and check the construction work from time to time to see the buildings are constructed as per drawings and specifications. If any defects or variations made without the written permission of the Employer are found during the inspection, the same shall be rectified by the Contractor.
- f) During various stages of execution, Contractor shall submit quarterly progress reports with site photographs with minimum 6 site photographs of size 4" x 6".
- g) The Contractor shall be responsible for proper execution of structural specifications and high quality workmanship.
- h) Liability for all defects in the construction work by contractor shall rest with them for a period of twelve (12) months from the date of its handing over site complete in all respect to the Employer. Contractor shall be responsible for satisfactory rectification of defects.
- i) Any defects discovered and brought to the notice of the Contractor during the period aforesaid shall be rectified by the Contractor forthwith at its own cost and expenses. In the event of failure on the part of the Contractor to rectify the defects, the same may without prejudice to any other rights available to the Employer in law, can be got rectified for and on behalf of the Contractor after

due notice of 30 days to the Contractor.

- j) The Employer shall have the right to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Contractor under this agreement. The Employer shall be entitled to claim the balance due with interest and recover the same from the Contractor, if the amount claimed is not paid on demand.
- k) The Contractor shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.
- l) Contractor shall be fully responsible for acts or omissions committed by it.
- m) The Contractor shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Contractor and its contractor(s) at its own cost.
- n) The Contractor shall wherever required, obtain in writing approval of the local bodies or statutory bodies for the work as contemplated in this agreement. However, the Employer shall assist the Contractor to the extent of writing letters to local bodies to obtain such approvals.
- o) The Contractor shall be fully responsible for observance of all labour laws and other laws applicable, and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or by the contractors/sub agencies.

Further, Employer shall not be responsible in any manner whatsoever, for Damages/compensation under Workmen Compensation Act or any other law or in torts or in civil law to the employees of Contractor and/or Contractor(s) and/or labourers employed.

- p) The Contractor shall send completion report with as-built drawings and maintenance schedules for the services to the office of the Employer in writing within 15 (fifteen) days of completion of work.
- q) Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the Contractor, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body (ies).
- r) All documents, including drawings, specifications plans and reports prepared by the Agency /firm in performing the services shall become and remain the property of the Employer, and the Agency /firm shall, not later than upon

termination or expiration of this agreement, deliver all such documents to the Employer, together with a detailed inventory thereof. The Agency /firm may retain a copy of such documents.

- r) The Agency /firm, their Sub Agency /firm/Third Party and the personnel of either of them shall not, either during the term or within two (2) years and six (6) months after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the Employer's business or operations, without the prior consent of the Employer.

**4. RESPONSIBILITIES OF THE EMPLOYER:**

- a) The Employer shall make available the site for the work to the Contractor.
- b) Employer will not be responsible to the contractors/suppliers of the items required for execution of contract.
- c) Employer shall make payment due under this agreement to the Contractor after submission of Utilization Certificate and Completion Certificate. These Certificates should be supported by the report of Independent Quality Monitor if appointed by the Employer.
- d) Employer may levy compensation upon the Contractor due to non-fulfillment of any clause of the contract or bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

**5. COMPLETION OF THE PROJECT:**

- a) The date of starting of the work i.e execution and completion shall be reckoned from the 15<sup>th</sup> day after signing of the agreement.
- b) The work shall be completed in all respect within a period as specified under Clause 2.4.(d). in the RFP from the 15<sup>th</sup> day after signing the Agreement.
- c) Contractor shall be required to complete the construction work within the stipulated period. In case of delay which may occur due to reasons beyond the control of the Contractor, Contractor will approach the Employer with full details for extension of time limit for completion of works. In case of delay due to sole default on part of Contractor, or its Contractors/ Subcontractors, the Contractor shall be liable to pay to the Employer compensation (Not amounting to penalty) at the rate of not exceeding ¼ % (One quarter percent) of the total anticipated Contractor charges per week of delay subject to maximum of 10% (Ten percent) of the total Agency /firm charges. However, the employer may reduce the same at its sole discretion. The Employer will be the sole authority to decide on the nature and cause of delay and its decision will be final.
- d) The Employer could terminate the Contract Agreement, by giving prior notice to

the Contractor, on account of failure on the part of the Contractor to Execute the Project work as per time schedule indicated in the DPR and on account of failure to complete the project within the period indicated in sub clause (b) above.

**6. ASSIGNMENT OF THE AGREEMENT:**

The Contractor shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement without the previous consent in writing of the Employer, except as provided under the agreement.

**7. PAYMENT & SCHEDULE OF PAYMENT:**

**7.1. Mobilization Advance:**

Mobilization Advance shall be limited to 10% of Tendered Amount at 10% simple interest per annum.

The mobilization advance shall be released after obtaining a bank Guarantee bond from a schedule bank for the amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest. The advance will be released in two installments. The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.

The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

**7.2. Secured Advance :**

- (a) Secured Advances on the security of materials brought to the construction site may be made to the contractors for items which are to be used on work.
- (b) The Employer will sanction the secured advance up to an amount not exceeding 75 percent of the value of the materials as assessed by the Engineer-in-charge, or an amount not exceeding 75 percent of the material element cost in the tendered rate of the finished item of work, whichever is lower.
- (c) A formal agreement should be drawn up with the contractor under which Government secures a lien on the materials and is safeguarded against loses due to the contractor postponing the execution of the work or due to shortage or misuse of the materials, and against the expense entailed for their proper watch and safe custody.
- (d) Payment of such advances should be made only on the certificate of an officer not below the rank of Sub-Divisional Officer that :



- (i) The quantities of materials for which the advances are made have actually been brought to site;
- (ii) Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished works have been agreed upon;
- (iii) The quality of materials is as per the specifications.
- (e) Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.
  - (i) Secured advance shall be granted only for non-perishable items. The Officer-in-charge shall identify whether an item is perishable or not;
  - (ii) Where stage payments are stipulated in certain contracts, like for Electrical and Mechanical (E&M) and other specialized works, such payments shall not be treated as secured advance.

The Contractor shall give the reimbursement bill Monthly/Quarterly along with their expenditure claim (that may include agency /firm charges). Copy of the expenditure statement duly certified by a representative of Contractor on the project for reimbursement/adjustment of expenditure incurred from the funds advanced to the Contractor.

- 7.3. The remaining fund will be released to the Contractor on actual execution basis on on-site measurements.
- 7.4. On completion of work, the accounts of the work shall be closed and a final bill/ expenditure statement audited by a Chartered Accountant shall be submitted for settlement.

## **8. MONITORING:**

- 8.1. Effective monitoring shall be carried out by the Agency /firm, and by the Employer to monitor the progress and quality of the works in implementation of the Project. To this end, Agency /firm shall furnish all the data and information, as may be prescribed by the Employer from time to time, in a prescribed/relevant format.
- 8.2. The Agency /firm shall monitor the progress of the works by maintaining full information of contractors, contractor-wise status report of cost of work done and payments made, list of completed works and value of work done in the prescribed format.
- 8.3. The Agency /firm shall ensure that best practices are applied for quality management of works. The Contractor shall intimate the Employer of details of the Quality Control

System operational at the Agency /firm level.

- 8.4. The first tier of quality control will be executed at the Agency /firm level.
- 8.5. The Employer, besides the Engineer-in-charge of the Department, may also appoint Independent Quality Monitors as required.

9. All terms and conditions stated in the Request for Proposal (RFP ) Vide No. **(RFP No. PR.- 392/MSSC/2023/2, Dated 29/2/2024)** shall form part of this agreement.

- 10. All directions and instructions given by the Employer relating to any changes which may have to be incorporated in the approved or working DPR such as site conditions, locations, etc. with regard to execution of the work shall be complied with by the Contractor.

**11. ARBITRATION:**

Every dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be endeavored to be amicably resolved at the Top management level of the parties. However, in the event of such dispute, difference or question, etc., remaining unresolved, the same shall be referred to the arbitration by a sole arbitrator appointed by the Employer as per the provisions of the Arbitration & Conciliation Act, 1996 as applicable. The place of such arbitration shall be at Aizawl, Mizoram.

**12. FORCE MAJEURE:**

The works(s) (whether fully completed or not) and all materials, machines, tools & plants, scaffolding, temporary buildings & other things connected therewith shall be at the risk of the Agency /firm until the work has been delivered to the Employer and a certificate from him to that effect obtained. In the event of the work of any materials properly brought to the Site for incorporation in the work being damaged or destroyed in consequence of hostilities or war-like operations, Agency /firm shall, when ordered in writing by the Employer, remove any debris from the Site, collect and properly remove or/and stack in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provisions of this Contract for the stated work and for reconstruction of all the works ordered by the Employer, such payment being in addition to compensation up to the value of work originally executed before being damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Agency /firm and by the Employer. The Agency /firm shall be paid for the damaged/destruction suffered and for restoring the material at the rates based on the analysis of rates tendered for in accordance with the provisions of the contract. The certificate of the Employer regarding the quality and

quantity of the materials and the purpose for which they were collected shall be final and binding on all parties to the contract.

Provided always that no compensation shall be payable for any loss in hostilities or war-like operations,

- i) Unless the Agency /firm had taken all such precautions against Air raids as are deemed necessary by the Employer.
- ii) For any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Agency /firm having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-Charge.

In the event of any loss or damage to the work or any part thereof from any of the Excepted Risks, the following shall have effect-

- i) The Agency /firm shall, as may be directed in writing by the Employer, remove from the Site any debris of so much of the Work as shall have been damaged.
- ii) The Agency /firm shall, as may be directed in writing by the Employer, proceed with the erection & completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment of such additional works, if any, shall be made as per terms of the Contract.

Provided always that the Agency /firm shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

For and on behalf of

For and on behalf of

\_\_\_\_\_

**Mizoram State Sports Council**

\_\_\_\_\_

\_\_\_\_\_

**WITNESSES**

**WITNESSES**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**SECTION – VII**  
**LIST OF APPROVED MAKE**

## LIST OF APPROVED MAKES FOR WORKS OF THE PROJECT

- 1.0** The works of the project shall be executed as per Architectural, Approved Structural & Services Drawings, Bill of Quantity, list of Approved makes of works, General Technical specifications of works and other conditions mentioned in the tender document. Contractor will finalize the brand of material in consultation with MIZORAM STATE SPORTS COUNCIL before execution of work from the following list of approved makes which are applicable for this work.

### **2.0 CIVIL WORKS**

#### **General Technical Specifications**

The General Technical Specification of Civil Works will be as per the Bill of Quantities, provision within DSR/SOR, IS Codes, Building Codes, approved drawings, Standard Norms and standard specifications of particular works.

#### **List of Approved Makes of Civil Works**

Acceptable makes of materials for civil work to be used in the work are enclosed. In case of non-availability of these makes, the Contractor can use the alternative makes only BIS marked materials after approvals. Non-BIS marked materials may be permitted by the MIZORAM STATE SPORTS COUNCIL only when BIS marked materials are not manufactured.

<b>S. N O.</b>	<b>NAME OF ITEM</b>	<b>MAKE APPROVED</b>
1	ORDINARY PORTLAND CEMENT GRADE 43/53, PORTLAND POZZOLONA CEMENT	JK, ACC, ULTRATECH, JAYPEE, SHREE, AMBUJA OR EQUIVALENT
2	Ready Mix Concrete	From the RMC Plant of JK, ACC, LAFARGE, ULTRATECH, JAYPEE, SHREE, AMBUJA OR EQUIVALENT
3	WHITE CEMENT	JK, BIRLA, ACC, JAYPEE, AMBUJA OR EQUIVALENT
4	REINFORCEMENT STEEL	TATA, SAIL, RINL, JINDAL, JSW STEEL, RATHI, KAMDHENU OR EQUIVALENT
5	PLY / BOARD / MDF	DURO, MERINO, GREEN PLY, AGNI, KITPLY, CENTURY, OR EQUIVALENT
6	LOCK/BRASS FITTING	DORSET, DORMA, OZONE, GODREJ, HAFELE,

		OR EQUIVALENT
7	WALL PUTTY	JK, BIRLA, ACRO, BERGER, Or equivalent
8	STRUCTURAL STEEL/TUBULARTRUSS	TATA, SAIL, RINL, JINDAL, APL APOLLO, OR EQUIVALENT
9	PAINT/POLISH/ PRIMER/ WATERPROOFING PAINT	BERGER, ASIAN, DULUX, NEROLAC, OR EQUIVALENT
10	POWDER COATING	AKZONOBEL, ASIAN, Or equivalent
11	EPOXY PAINT/ WATER PROOFINGWORKS	FIBREX/BASF/ SIKA/FOSROC, OR EQUIVALENT
12	FLOOR & WALL TILE (VITRIFIED & CERAMIC)	KAJARIA, ORIENTBELL, SOMANY, REQUEST FOR PROPOSAL CO, JHONSON OR EQUIVALENT
13	GLASS / MIRROR	ASAHI, SAINT GOBAIN, PILKINGTON, MODI GUARD OR EQUIVALENT
14	CONSTRUCTION/WATERPR OOFFING CHEMICAL, ADMIXTURES	ROFFE, FOSROC, SIKA, ULTRACON, PIDILITE, , DR.FIXIT OR EQUIVALENT
15	ANTI TERMITE	VAM ORGANICS, PYRAMID, TERMISOL OR EQUIVALENT
16	GRID FALSE CEILING & WALLPARTITION	ARMSTRONG, INDIA GYPSUM, DEXUNE, NEW AGE, HUNTERDOUGLAS, SAINT GOBAIN OR EQUIVALENT
17	GYPSUM WALL PARTITION/CEILING	BORAL, INDIA GYPSUM, GYPROC, SAINT GOBAIN OR EQUIVALENT
18	FLUSH DOOR	DURO, CENTURY, MERINO, ARCHIDPLY, AGNI OR EQUIVALENT
19	DOOR FITTINGS & FIXTURES	DORMA, OZONE, DORSET, EBCO, HAFELE OR EQUIVALENT
20	GLASS/SS HANDRAIL	DORMA, OZONE, DORSET OR EQUIVALENT
21	ALUMINIUM SECTIONS	JINDAL, BHAROUKA, HINDALCO, ALUDECOR OR EQUIVALENT
22	XPS INSULATION	OWENS CORNING OR EQUIVALENT
23	GLASS PROCESSING	GOLDPLUS, GSC OR EQUIVALENT
24	MODULAR FURREQUEST FOR PROPOSAL URE	GODREJ, BP ERGO, FEATHERLITE, WIPRO, DELITE OR EQUIVALENT

25	veneER/LAMINATE	MERINO, CENTURY, AGNI, DURO, GREEN, ARCHIDPLY OR EQUIVALENT
26	SIGNAGES	3M, XENON OR EQUIVALENT
27	Upvc Doors and Window	FENESTA, LINGAL, DECEUNINCK, VEKA, ENCRAFT, DUROPLAST OR EQUIVALENT
28	PAVER BLOCK/KERB STONE of M30 Grade and 60 mm thick	REQUEST FOR PROPOSAL CO, UREQUEST FOR PROPOSAL ILE, NIMCO, UNISTONE, PAVIT OR EQUIVALENT
29	FIRE RETARDANT PAINT	NULLIFIER/SIGNUM/GODREJ/NIPPON/CARBOLINE OR EQUIVALENT
30	FIREDOOR	SUKRI, NAVAIR, DORMA OR EQUIVALENT
31	FIRE RATED GLASS	SCHOTT (GERMANY) AND EQUIVALENT
32	PIPES RELATED WORKS	REFRE MAKE LIST FOR PHE WORKS
33	STAINLESS STEEL (GRADE 304) RAILING MADE OF HOLLOW TUBES, CHANNELS, PLATES ETC	JINDAL, TATA, MONNET OR EQUIVALENT
34	ACP	VIVA, ALSTRONG, ALUDECOR, ALUCOBOND, VIRGO OR EQUIVALENT
35	REINFORCEMENT COUPLER	SNTP, DEXTRA, MOMENT, LENTON OR EQUIVALENT
36	EXPANSION JOINT	KOHINOOR ENTERPRISES, MIGUA, CS OR EQUIVALENT
37	GLASS FIBER REINFORCEMENT CONCRETE	DALAL TILES, SHENISHA, BIRLA, UNISTONE OR EQUIVALENT

### 3.0 PHE WORKS

#### General Technical Specification of PHE Works

The General Technical Specification of PHE Works will be as per the Bill of Quantities, provision within DSR/SOR, IS Codes, Building Codes, approved drawings, Standard Norms and standard specifications of particular works.

#### List of Approved makes for PHE works

Acceptable makes of materials for PHE and SaRequest For Proposal ation Materials to be used in the work are enclosed. In case of non-availability of these makes, the Contractor can use the alternative makes only BIS marked materials after approvals. Non-BIS marked materials may be permitted by the MIZORAM STATE SPORTS COUNCIL only when BIS marked materials are not manufactured.

<b>S. N O.</b>	<b>ITEM</b>	<b>MANUFACTURERS NAME</b>
1.	VITREOUS CHINA AND FIRECLAY SAREQUEST FOR PROPOSAL ARYWARE WITH COVER	JAQUAR/HINDWARE/PARRYWARE/RO CA / KOHLER / CERA OR EQUIVALENT
3.	STAINLESS STEEL SINKS	JAYNA/ PARRYWARE/ NEELKANTH/NIRALI/ CERA OR EQUIVALENT
4.	C.P. FITTINGS & ACCESSORIES	JAQUAR/HINDWARE/PARKO/ROCA/CE RA OR EQUIVALENT
5.	C.P. WASTE, SPREADERS, URINAL FLUSH PIPES	JAQUAR/ HINDWARE/ PARRYWARE/ROCA / CERA OR EQUIVALENT
6.	SS COCKROACH TRAPS, GRATINGS FOR FLOOR DRAINS, FLOOR TRAPS ANDRAIN WATER GRATINGS	CHILLY/ JAYNA/ CAMRY OR EQUIVALENT
7.	SOIL, WASTE & FITTINGS (a) CENTRIFUGALLY CAST SPUN CASTIRON PIPES (IS:3989)	SKF/ NECO/BIC/ PRINCE/ SUPREME/ KISSAN OR EQUIVALENT
8.	RCC PIPES	PRAGATI / JAIN SPUN/ ISI MARKS OF REPUTED COMPANY
9.	PVC/ CPVC PIPES & FITTINGS	ASTRAL/ ASHIRVAD/PRINCE/ FINOLEX /PRAKASH/ SUPREME OR EQUIVALENT
10 .	HAND DRIER	JAQUAR/ HINDWARE/EURONICS OR EQUIVALENT
11 .	BALL VALVES	ZOLOTO/ LEADER/ AIP/ SANT / NEU- G OR EQUIVALENT



12	RAIN WATER PIPES & FITTINGS UPVC PIPES AND FITTINGS	PRINCE/ SUPREME/PRAKASH/ FINOLEX/ ORI-PLAST OR EQUIVALENT
13	WAFER TYPE BUTTERFLY VALVES	ZOLOTO/ LEADER/ AIP/ DANFOSS/SANT / NEU-G OR EQUIVALENT
14	WAFER TYPE NON-RETURN VALVES	ZOLOTO/ LEADER/ AIP/DANFOSS SANT / NEU-G OR EQUIVALENT
15	WATER METRES	CAPSTAN/KRANTI/KAYCEE/AQUAMET OR EQUIVALENT
16	BALL COCKS	GPA/ DRP/ SANT/ L & K OR EQUIVALENT
17	STONEWARE PIPES & GULLY TRAPS	PERFECT/ BURN/ RK/ SAURAKHI /MOU OR EQUIVALENT
18	C.I. MANHOLES COVERS AND FRAMES	NECO/ RIF/ BIC/SKF/BIC/ RPMF OR EQUIVALENT
19	RCC MANHOLE COVERS & FRAMES	KK/ PRAKASH/ JSP OR EQUIVALENT
20	FASTNERS	HILTI/ INTELLOTEC /TRUCTEK /FISHER OR EQUIVALENT
21	WATER HEATER	HAVELLS/ BAJAJ/CROMPTON GREAVES OR EQUIVALENT
22	HOT WATER NEOPRENE INSULATION	KAIFLEX OR EQUIVALENT
23	GATE/ FULLLL WAY VALVES AND GLOBE VALVES	LEADER/ZOLOTO/SANT OR EQUIVALENT
24	AIR RELEASE VALVES	SANT/ LEADER/DANFOSS/ ZOLOTO OR EQUIVALENT
25	PIPECOAT	IWL LIMITED/ PYPKOTE OR EQUIVALENT
26	C. I. PIPE	RIF, NECO, SKF, HEPCO, BIC OR EQUIVALENT
27	G. I. PIPE	JINDAL, TATA, SWASTIK, APL APOLLO,SURYA PRAKASH OR EQUIVALENT

28	G.I. FITTINGS (MALLEABLE CAST IRON)	JINDAL / SURYA PRAKASH /DRP-M/ ZOLOTO-M/ UNIK OR EQUIVALENT
29	M.S. FITTINGS (FORGED)	DRP/ VS OR EQUIVALENT
30	OVERHEAD WATER TANK	SINTEX, SHEETAL, EUREWELL OR EQUIVALENT
31	WATER COOLER	BLUE STAR/VOLTAS/GODREJ OR EQUIVALENT
32	R.O WATER PURIFIER	KENT/ EUREKA FORBES/ION EXCHANGE OR EQUIVALENT
33	WATER TREATMENT PLANT	ION EXCHANGE/THERMAX/ BRISANZIA OR EQUIVALENT
34	HDPE PIPE	PRINCE/ SUPREME/PRAKASH/ FINOLEX/ DUROLINE OR EQUIVALENT
35	DI PIPE	JINDAL/ PRINCE/SUPREME/ PRAKASH/ FINOLEX/ JAI BALAJI OR EQUIVALENT
36	DI PIPE FITTINGS	JINDAL/ PRINCE/SUPREME/ PRAKASH/ FINOLEX/ JAI BALAJI OR EQUIVALENT

#### 4.0 FIRE FIGHTING WORKS

##### Technical Specifications of Fire Fighting works

The General Technical Specification of Fire Fighting Works will be as per the Bill of Quantities, provision within DSR/SOR, IS Codes, Building Codes, approved drawings, Standard Norms and standard specifications of particular works

##### List of Approved Makes for Fire Fighting Works

Acceptable makes of materials for Fire Fighting works to be used in the work are enclosed. In case of non-availability of these makes, the Contractor can use the alternative makes only BIS marked materials after approvals. Non BIS marked materials may be permitted by the MIZORAM STATE SPORTS COUNCIL only when BIS marked materials are not manufactured

S.N O.	MATERIALS	BRAND NAME
1.	M.S. PIPES	JINDAL HISSAR / PRAKASH SURYA/TATA OR EQUIVALENT

2.	G.I. PIPES	JINDAL HISSAR / PRAKASH SURYA/ TATA OR EQUIVALENT
3.	FORGED STEEL FITTINGS	DRP / SS / VS /METLINE/TRUE FORGE OR EQUIVALENT
4.	GUN METAL BALL VALVES	ZOOTO / LEADER AIP/SANT/CASTLE OR EQUIVALENT
5.	BUTTERFLY VALVES	ZOOTO / LEADER / AIP/KSB/SKS OR EQUIVALENT
6.	NON-RETURN VALVES.	ZOOTO / LEADER / AIP OR EQUIVALENT
7.	FIRE HYDRANT LANDING VALVES,FIRE BRIGADE CONNECTION (ISI MARKED)	MINIMAX / NEWAGE / FLAME GUARD OR EQUIVALENT
8.	OTHER VALVES	ZOOTO / LEADER / AIP/ SANT/ KRILOSKAR / AUDCO/ SKS OR EQUIVALENT
9.	FIRE HOSE PIPES, FIRST AID HOSEREEL (ISI MARKED)	MINIMAX / NEWAGE / PADMINI / FLAME GUARD/MITRA OR EQUIVALENT
10.	BRANCH PIPE, NOZZLE AND COUPLINGS	MINIMAX / NEWAGE/ FLAME GUARD OR EQUIVALENT
11.	FIRE EXTINGUISHERS	MINIMAX / NEWAGE/ FLAME GUARD OR EQUIVALENT
12.	PUMPS	KIRLOSKAR /CROPMTON GREAVES/ MATHER + PLATT OR EQUIVALENT
13.	MOTORS	KIRLOSKAR / SIEMENS /CROMPTON / ABB OR EQUIVALENT
14.	STARTERS	GE / L & T / CONTROL & SWITCHGEAR OR EQUIVALENT
15.	SINGLE PHASING PREVENTOR / OVER LOAD PROTECTION UREQUEST FOR PROPOSAL	SIEMENS / MINILEC OR EQUIVALENT
16.	PRESSURE SWITCH	DANFOSS / SWIZER OR EQUIVALENT

17.	PRESSURE GAUGE	H. GURE / FIEBIG OR EQUIVALENT
18.	RELAYS	L & T / SIEMENS OR EQUIVALENT
19.	CONTRACTORS	L & T / SIEMENS OR EQUIVALENT
20.	CONTROL CABLE	SKYTONE / POLYCAB / GRANDLAY /HAVELLS OR EQUIVALENT
21.	ELECTRICAL PANEL	DIAMOND ELECTRICALS / SPC ELECTROTECH PVT. LTD. / NEPTUNE / OR EQUIVALENT
22.	MOULDED CASE CIRCUIT BREAKERS	L & T / SIEMENS / SCHNEIDER OR EQUIVALENT
23.	FUSE DISCONNECTOR SWITCH /SWITCH FUSE UREQUEST FOR PROPOSAL S	L & T / SIEMENS / ABB / INDO ASIAN SCHNEIDER / POLYCAB/ control & SWITCH GEAR. OR EQUIVALENT
24.	HRC FUSES	L & T / SIEMENS / SCHNEIDER OR EQUIVALENT
25.	AMMETER, VOLTMETER	UNIVERSAL OR EQUIVALENT
26.	SELECTOR SWITCH, PUSH BUTTON SWITCH / EMERGENCY SWITCH	L & T /SIEMENS / SCHNEIDER OR EQUIVALENT
27.	1.1 KV LT CABLES (ISI MARKED)	FINOLEX / POLYCAB / HAVELLS OR EQUIVALENT
28.	PIPE COAT	IWL LIMITED / STP / PYPKOTE OR EQUIVALENT
29.	FASTENERS	HILTI / INTELLOTECH/ FISHER/ TRUTEK OR EQUIVALENT
30.	SUSPENDERS	INTELLOTECH / CAMRY OR EQUIVALENT

## 5.0 ELECTRICAL WORKS

### GENERAL TECHNICAL SPECIFICATION

The General Technical Specification of Electrical Works will be as per the Bill of Quantities, provision within DSR/SOR, IS Codes, Building Codes, approved drawings, Standard Norms and standard specifications of particular works.

### LIST OF APPROVED MAKES FOR ELECTRICAL

Acceptable makes of materials for electrical and fire alarm work to be used in the work

are enclosed. In case of non-availability of these makes, the Contractor can use the alternative makes only BIS marked materials after approvals. Non BIS marked materials may be permitted by the MIZORAM STATE SPORTS COUNCIL only when BIS marked materials are not manufactured.

<b>ITEM</b>	<b>MANUFACTURERS NAME</b>
Air Circuit Breaker	Schneider /Siemens/ L&T/ABB OR Equivalent
Molded Case Circuit Breaker With Rotary operating handle.	Schneider/ Siemens/ L&T/ ABB/ Polycab OR Equivalent
Transformer / Compact Substation	ABB/ Schneider/ Kriloskar/ Crompton OR Equivalent
Digital meters	El Measure / L&T/ Conserve/ TriRequest For Proposal y / Neptune Ducati OR Equivalent
Contactors, Timers	Schneider/ ABB/ L & T/ Legrand/ Siemens OR Equivalent
Capacitors / capacitor with relay	Schneider/ EPCOS/ L & T OR Equivalent
Voltmeter & Ammeter	Conserve/ Enersol/ HPL OR Equivalent
Switch Gear	Schneider/ Siemens/ L&T/ ABB/ Crompton OR Equivalent
Selector Switch	Kaycee/ L & T OR Equivalent OR Equivalent
Current Transformer	Matrix/AE/ C&S / G&M OR Equivalent
Indicating Lamp	L & T/ Siemens/ AE OR Equivalent
Protective Relays	ABB/ L & T /Siemens/Schneider / GE OR Equivalent
Multi functional meter	L&T/ Legrend/ Conzerv OR Equivalent
APFC Relay (Microprocessor based)	Syntron/ Enercon/ L & T/ Ducati/ Schneider OR Equivalent
Batteries	Exide/Amar Raja/Okaya/Luminous OR Equivalent
Battery Charger	Uptron/Voltstat Electronics OR Equivalent
L.T. / H.T. Cable	Polycab/ Havells/ Finolex/ KEI OR Equivalent

DC Miniature Circuit Breaker	Schneider/Siemens/Polycab/ Legrand OR Equivalent
Cable Lug (Tinned Copper)	Dowells/ Multi/Capital OR Equivalent
Cable Gland	Peeco/ Commet/ Gripwell/ Power
Main L.T. Panel, Capacitor Panel & Distribution Panel	SPC Electrotech/ Tricolite/ Adlec/Application Control/ Precision OR Equivalent
Cable Tray / Raceway	Pilco/CTM Engineers/KME/Slotco/Steelways OR Equivalent
Fire Extinguishers	ZeRequest For Proposal h/Minimax/Newage/ Cease Fire OR Equivalent
Energy Analyzer Meter	Conzerve/Elmeasure/Enersol OR Equivalent
Voltmeter & Ammeter	Conzerve/ Elmeasure/ Enersol OR Equivalent
Distribution Boards with Miniature Circuit Breakers, RCCB	Hager/Legrand/ polycab/L & T/ Havells OR Equivalent
PVC Insulated copper conductor singlecore Stranded wires of 650/1100 volt grade	Havells/finolex /Polycab OR Equivalent
Telephone Tag Block	Krone/ TVS R&M OR Equivalent
PVC Conduit	BEC/AKG/polycab/ RMCON/ ASTRAL OR Equivalent
M.S. Conduit	BEC/AKG / RMCON/ JINDAL OR Equivalent
Modular Switches & Sockets	Legrand/Havells/polycab/ Anchor OR Equivalent
LV System Wire	Siemens/Legrand/ Amp/ Havells/polycab OR Equivalent
TV/Telephone outlet	Siemens/Legrand/ Havells/polycab OR Equivalent
Data Outlet	Siemens/Legrand/ Havells/polycab OR Equivalent

Data Rack	Siemens/APW/Legrand/ Wipro OR Equivalent
Light Fixture	Philips/Havells/polycab/ wipro OR Equivalent
Lamps	Philips/ Havells/ polycab/ wipro OR Equivalent
Ceiling Fan	Orient/Havells/Crompton Greaves/Bajaj OR Equivalent
Exhaust Fan with louvers	Orient/Havells/Crompton Greaves/Bajaj OR Equivalent
Geyser	Havells/ Bajaj/V-Guard/ A-O Smith/ Jaguar/Crompton Greaves OR Equivalent
Fire Alarm System	Notifier Honeywell/ Siemens/ Tyco/ Edwards/ Agni OR Equivalent
Presence Detector	Haggar/Legrand/Philips OR Equivalent
RCC Hume Pipe for Electrical Works	ISI Marked of Reputed Company OR Equivalent
PLC	Siemens/Allen Bradley OR Equivalent
Telephone / Co axial Wire	Polycab/finolex/Havells OR Equivalent
Professional LED Panel	Panasonic/ Samsung/Sony OR Equivalent
Public Address System	Honeywell/ Bosch/Tyco/Edwards OR Equivalent
D.G. Set (Engine)	Cummins/Catterpillar/Stamford/Kirloskar OR Equivalent
D.G. Set (Alternator)	Stamford/ LerroySommer/ Catterpillar OR Equivalent
D.G. Accoustic Enclosure	Jakson/Sterling/CatterPiller/Sudhir OR Equivalent
H.T. Panel	ABB/ Schneider/Siemens OR Equivalent
H.T. Termination Kit	Raychem/Denson OR Equivalent
Smoke Detectors	Notifier Honeywell/ Tyco/ SiemensCerberus-Pro/Shrack OR Equivalent

Heat Detectors	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack OR Equivalent
Manual Call Box	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack OR Equivalent
Hooter/ Sounder	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack OR Equivalent
Response Indicator	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack OR Equivalent
Fire Panel	Notifier Honeywell/ Tyco/ Siemens Cerberus-Pro/Shrack OR Equivalent
Pa Amplifier	Honeywell/ Bosch/Heinrich/Aties OR Equivalent
Pa Speakers	Honeywell/ Bosch/Heinrich/Aties OR Equivalent
Line Matching Transformer	Honeywell/ Bosch/Heinrich/Aties OR Equivalent
Goose Neck Mike	Honeywell/ Bosch/Heinrich/Aties OR Equivalent
Inverter	Topaz International/ Luminous/ Hytes/ Su-kam/ Microtech OR Equivalent
Camera With All Accessories	Axis / Inpulse/ Idis/ Bosch/Pelco OR Equivalent
Road Barrier	Nice/ Magnetics/ Godrej/ GE OR Equivalent
Card Reader	Sensormatic-Usa/ Motorola /Honeywell(Xls-3000) OR Equivalent
MoRequest For Proposal or	LG/ Samsung/Sony OR Equivalent
Multiplexer	Sensormatic Or Equivalent
Sequencer	Alba/ Vantage OR Equivalent
Proximity Card	Motorola/Hughes/Honeywell/GE/Sieme ns/Hid OR Equivalent
Telephone Tag Block	Ctm Engg/Systimax/Schneider/Panduit OR Equivalent
Telephone Cables	Delton / Skytone/ Clipsal/ havells OR Equivalent



Co-Axial Cables	Finolex/ havells/ polycab OR Equivalent
EPABX	Alkatel/ Siemens/ Nec/ Avaya/ Panasonic OR Equivalent
CCTV System	Axis / Impulse/ Idis/ Bosch/ Honeywell /Tyco OR Equivalent
Access Control System	Honeywell/ Siemens/Syris OR Equivalent
Video Conference System	Polycom/Sony/Sysco OR Equivalent
Audio Processor	Bose/Bss/Clearone OR Equivalent
Bms Controller/Software Central Control Bms Server	Ibm/Hp/Dell OR Equivalent
Building Management System, Buildingmanagement Web Based Server Software, Programmable & Application Specifier Controller	Siemens/Honeywell Ebi/Tyco / Schneider OR Equivalent
Sensor & Field Devices Immersion Type Temperature Sensors, Flow Meter,Ultra Sonic Thermal EnergyMeter , Outside T+Rh Sensor	Siemens/Kele/Sauiter Race OR Equivalent
Water Level Switches, Flame Proof Level Switches	Kele/ Veskler/Flipro OR Equivalent
Dc Voltage Transducer, Current Relay	Kele/Situ/Omicron OR Equivalent
Room Type Temp. Sensor, Co2 Sensor, Ambient Temp. Sensor	Siemens/Kele/Trane OR Equivalent
Co Sensor	Dwyer/Kale/Msr German OR Equivalent
Pressure Transmitter	Siemens/Trane/Omicron OR Equivalent
Differential Pressure Sensor	Siemens/Trane/Veskler OR Equivalent
Fire Suppression System	Siemens/Kidde/Tyco OR Equivalent
High Mast and Poles	Bajaj Electricals / My Fair Light/ Paruthi

	Engineering OR Equivalent
Service/ Passenger Elevators	Kone/Schindler/OTIS OR Equivalent

**\*\*\*\*\*Note: (i) For items not covered in this list, the agency shall get it approved the same from the project engineer before commencing the supply.**

**(ii) List of Approved makes for products and materials is given above.**

**SECTION - VIII**

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**TENDER DRAWINGS OF THE PROJECT**

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(Enclosed)

**Volume-II**  
**FINANCIAL PROPOSAL**

**Letter of Transmittal for Financial Bid  
(On Original Letter Head of Bidder)**

To,

Dated

The Secretary,  
MIZORAM STATE SPORTS COUNCIL  
KHATLA, Aizawl – 796001  
Mizoram

**Sub: Financial Bid for the work- (Name of Work /Project)**

Dear Sir,

With reference to your REQUEST FOR PROPOSAL document dated ....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I / We acknowledge that the MIZORAM STATE SPORTS COUNCIL will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.
2. The BID Price has been quoted by me / us after taking into consideration all the terms and conditions stated in the REQUEST FOR PROPOSAL , draft Agreement, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the project cost and implementation of the project.
3. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
5. I / We shall keep this offer valid as period specified in the REQUEST FOR PROPOSAL .
6. I / We hereby submit our FINANCIAL BID and offer Price including GST as filled in excel

format in Summary Sheet for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

Yours faithfully,

Date:(Signature, name and designation of the Authorized signatory)

Place:

**Name and seal of Bidder**

NAME OF PROJECT:

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(Rates not to be Quoted here)				
S. N o	Description of Item	Unit	Qty	Rate

**Note: -**

- **This financial proposal / Bill of quantity of tender is attached in Microsoft Excel format. Bidder shall fill the rates and corresponding amounts only in soft excel format. The bidder will upload same filled soft Microsoft Excel file during uploading of financial bid on online Portal.**
- **The Bidder shall quote Rates up to zero decimal only in bill of quantity of tender.**
- The bidder shall quote keeping in view all associated costs with the project including any out of pocket / mobilization expenses/ Custom duty (if any), Buildings and other construction workers welfare cess, TDS, GST, and any other tax.
- It is mandatory to bidders to deposit GST within time limit framed by Govt. of India, if applicable. The Goods and Services Tax (GST), shall be reimbursed to the Agency only after uploading of bills by Contractor on GST Portal “to avail Input benefit of GST”
- The company shall be performing all its duties of deduction TDS and other deduction on payment made to the contractor as per applicable legislation in force on the date of submission of bid or to be newly / amended introduced during the execution of the Contract.

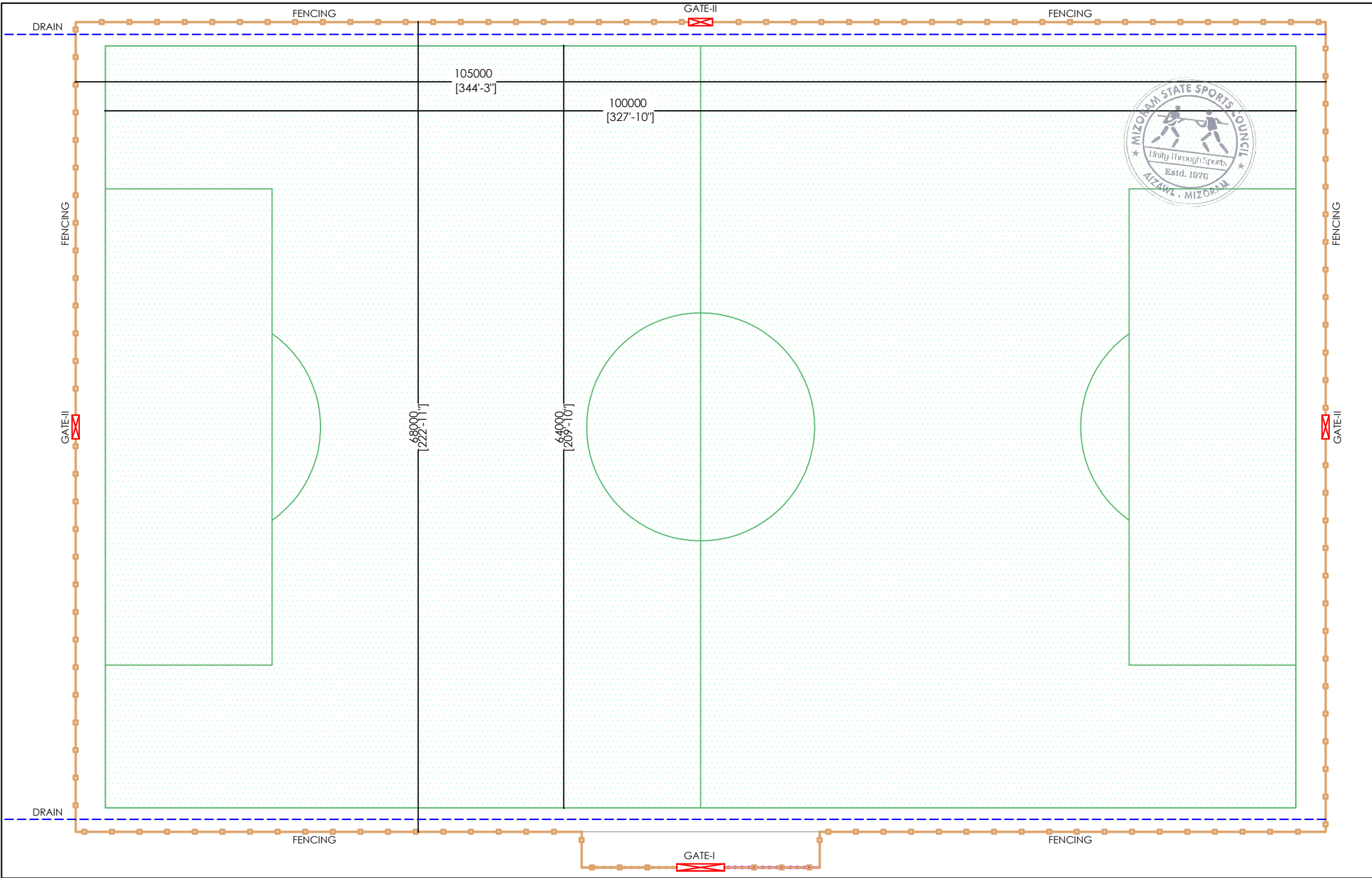


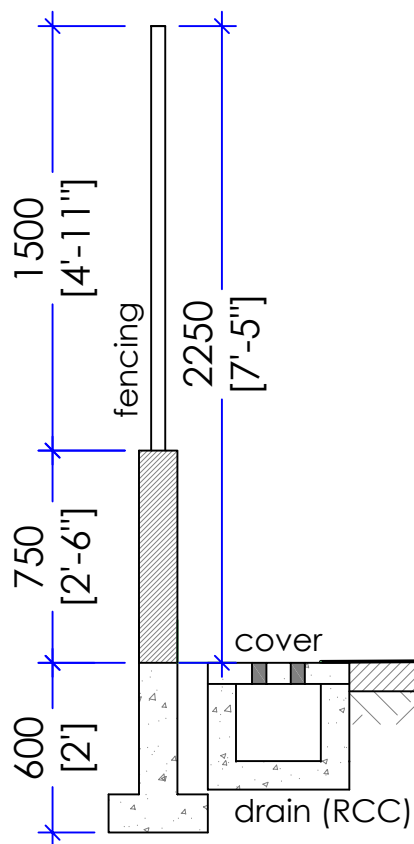
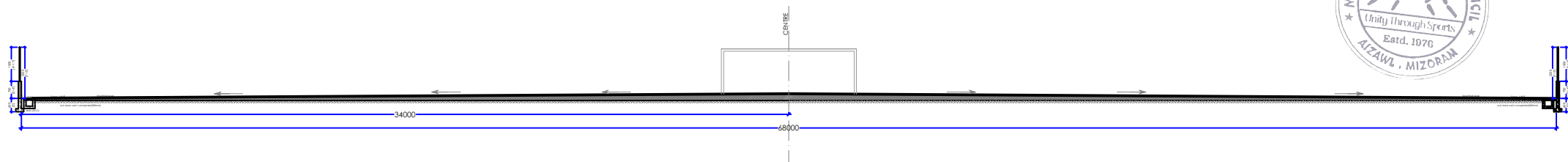


# ***DRAWINGS***

## **LAYING OF ARTIFICIAL GRASS AT DARLAWN SPORTS COMPLEX, MIZORAM**

*SH: Site Preparation, Security Fencing, Retaining Wall & Main Drain*





Slope- 0.60 %

final finish level

sub-base well compacted (300mm)



**MIZORAM STATE SPORTS COUNCIL**  
GOVT. OF MIZORAM

**PROJECT TITLE:**

**LAYING OF ARTIFICIAL GRASS AT DARLAWN SPORTS COMPLEX,  
MIZORAM (PHASE-I)**  
SH: Site Development, Security Fencing, Retaining Wall & Main Drain

**DATE:** Feb.2024

**SCALE:** NTS

**SIZE:** A4

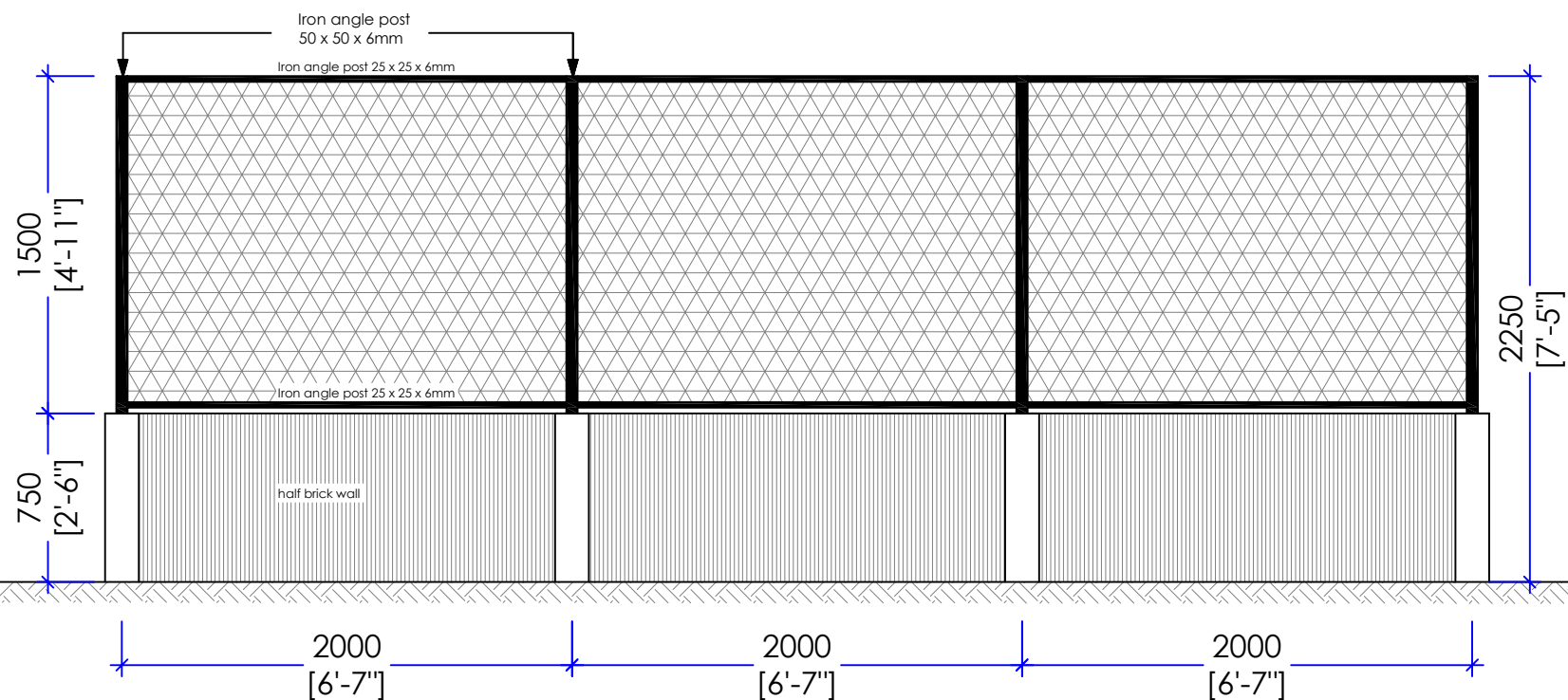
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**2**

all dimensions are in mm.  
dimensions are to be read and not measured.

**DRAWING TITLE:**

**FOOTBALL GROUND SECTION**



**MIZORAM STATE SPORTS COUNCIL**  
GOVT. OF MIZORAM

**PROJECT TITLE:**

**LAYING OF ARTIFICIAL GRASS AT DARLAWN SPORTS COMPLEX,  
MIZORAM (PHASE-I)**  
SH: Site Development, Security Fencing, Retaining Wall & Main Drain

**DATE:** Feb.2024

**SCALE:** NTS

**SIZE:** A4

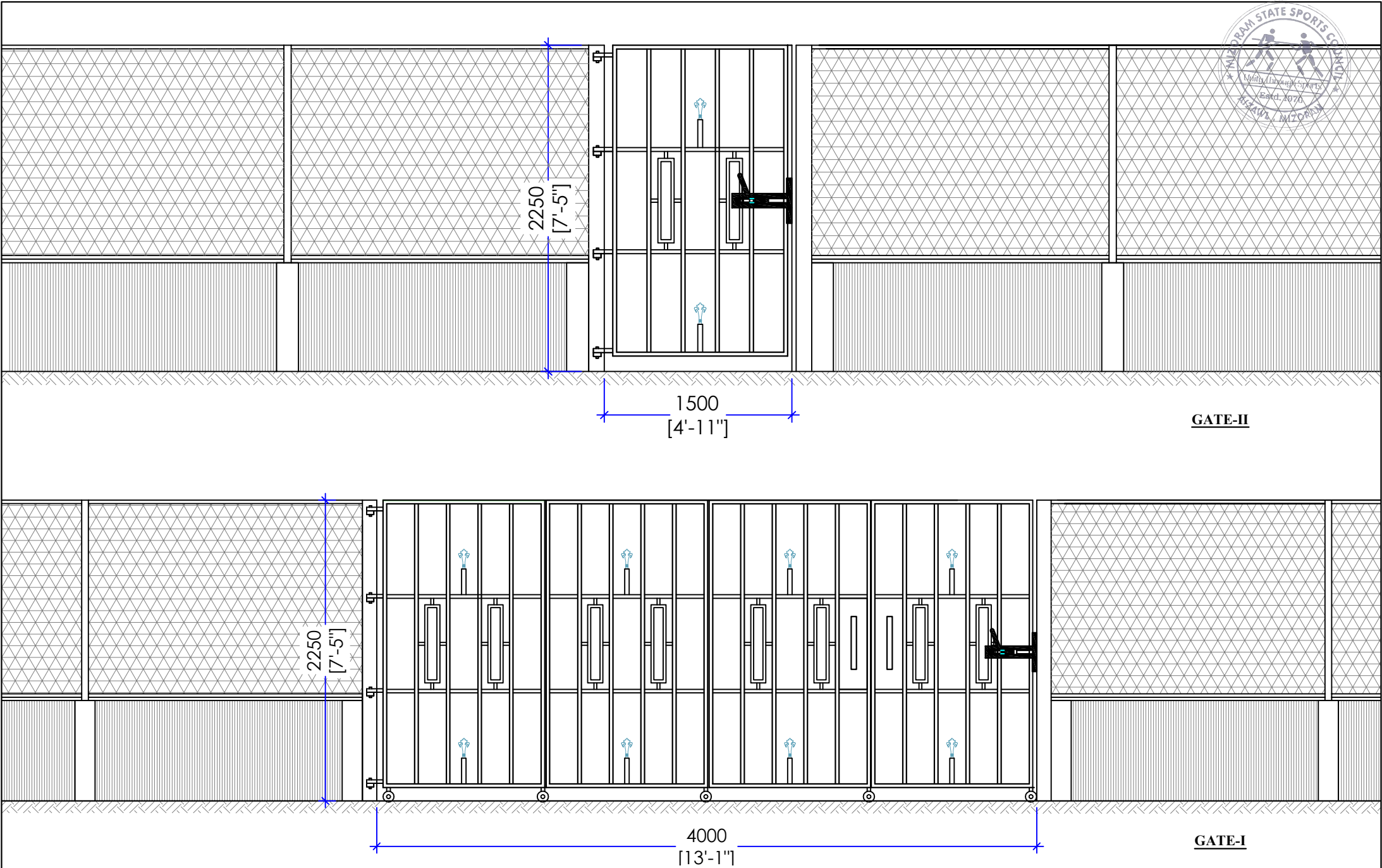
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all dimensions are in mm.  
dimensions are to be read and not measured.

**DRAWING TITLE:**

**SECURITY FENCING**



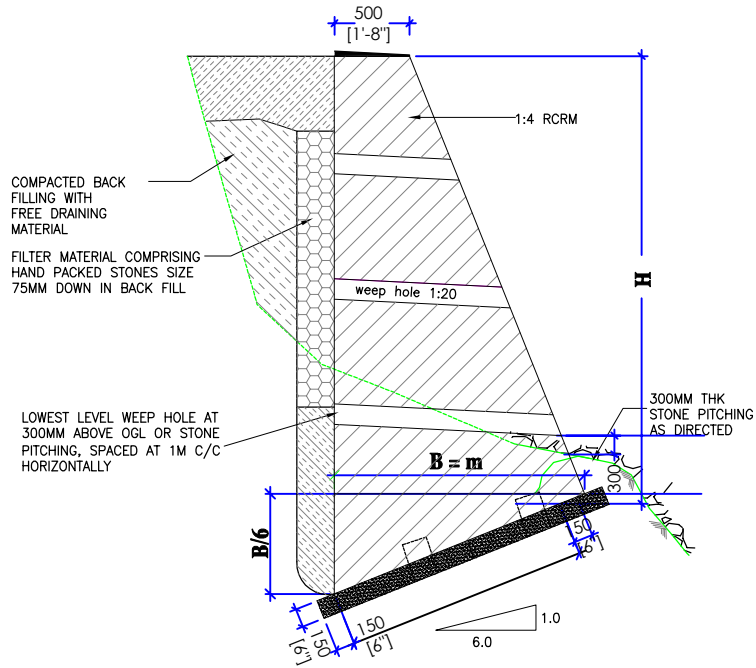
**MIZORAM STATE SPORTS COUNCIL**  
GOVT. OF MIZORAM

**PROJECT TITLE:**  
**LAYING OF ARTIFICIAL GRASS AT DARLAWN SPORTS COMPLEX,**  
**MIZORAM (PHASE-I)**  
**SH: Site Development, Security Fencing, Retaining Wall & Main Drain**

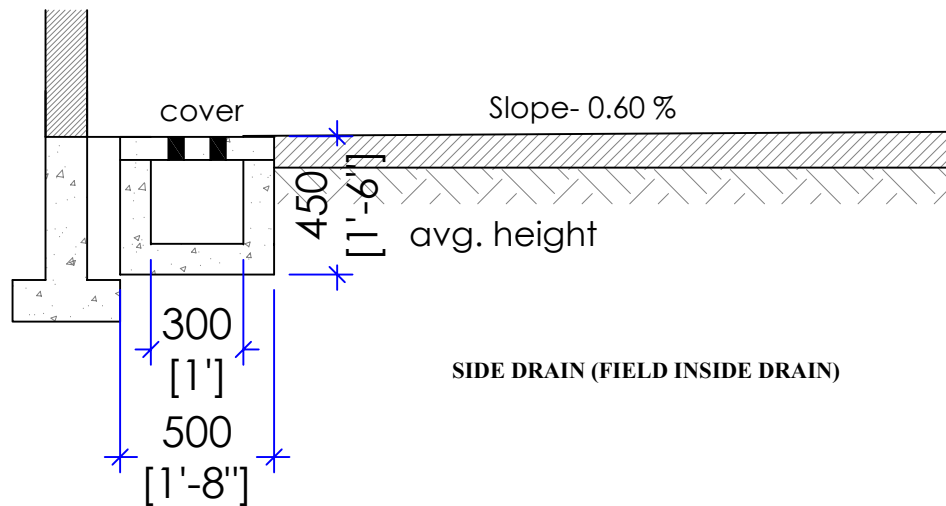
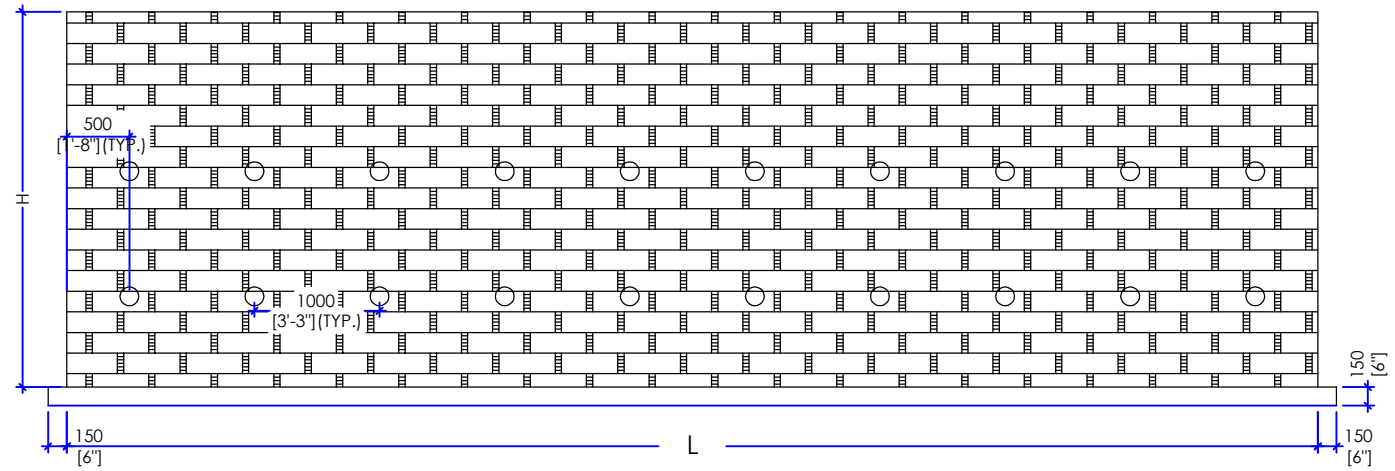
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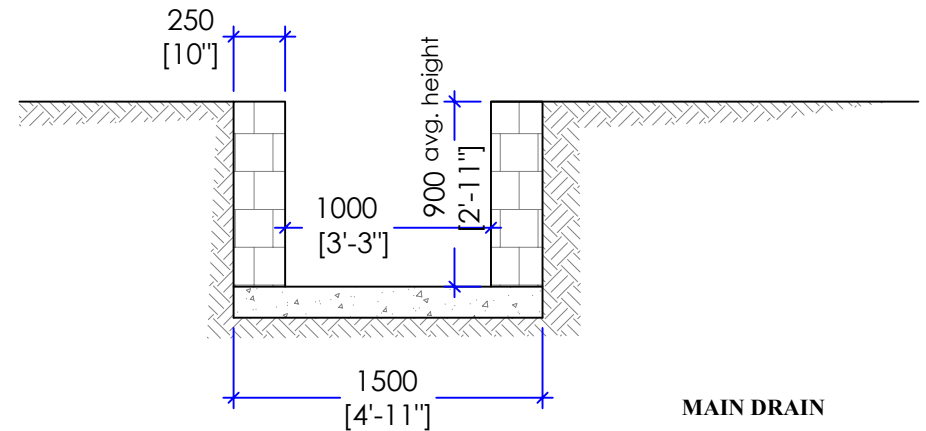
all dimensions are in mm.  
dimensions are to be read and not measured.  
**DRAWING TITLE:**  
**GATE DETAILS (GATE-I & II)**



SECTION & ELEVATION (Retaining Wall )



SIDE DRAIN (FIELD INSIDE DRAIN)



MAIN DRAIN



**MIZORAM STATE SPORTS COUNCIL**  
GOVT. OF MIZORAM

**PROJECT TITLE:**

**LAYING OF ARTIFICIAL GRASS AT DARLAWN SPORTS COMPLEX,  
MIZORAM (PHASE-I)**  
SH: Site Development, Security Fencing, Retaining Wall & Main Drain

**DATE:** Feb.2024

**SCALE:** NTS

**SIZE:** A4

**SHEET NO.:**

**4**

all dimensions are in mm.  
dimensions are to be read and not measured.

**DRAWING TITLE:**

**RETAINING WALL & DRAIN**