

ANNEXURE – I

**TERMS AND CONDITIONS FOR PROVIDING SANITARY SERVICES AT
RAJIV GANDHI STADIUM, MUALPUI, AIZAWL AND A.R GROUND
(LAMMUAL), AIZAWL.**

1. Earnest Money at the rate of 2% of the quoted amount in the form of Deposit at call Receipt/Fixed Deposit Receipt from Scheduled Banks or fresh Post Office Saving Certificate, duly pledged in the name of **the Director, Sports & Youth Services Department, Government of Mizoram**, should be enclosed with the quotation. Earnest Money in cash will not be accepted under any circumstances. Quotations received without Earnest Money will be summarily rejected. The Quotations submitted by Non-Tribal shall be affixed with court fee stamp worth Rs 7.50 (Rupees seven and fifty paise) only. Quotation should be accompanied with GST Registration Certificate. Registration Certificate under Firms and Societies Registration Act or Testimonials of previous engagements for similar duties/tasks.

Earnest Money will be liable to forfeiture in case the successful Quotationer(s) fail to execute an agreement within 14 days from the date of issue of communication regarding acceptance of his/her/their tender. Withdrawal/amendment of Quotation(s) after closing of the tender box will not be allowed and will be liable to forfeiture of Earnest Money.

2. The cover of the Quotation should be prominently superscripted as, **‘QUOTATION FOR PROVIDING SANITARY SERVICES AT RAJIV GANDHI STADIUM, MUALPUI, AIZAWL AND A.R GROUND (LAMMUAL), AIZAWL** and should be addressed to the Director, Sports & Youth Services Department, Government of Mizoram, MINECO, Khatla, Aizawl. Tender box marked **“Tender Box for quotation for providing Sanitary Services at Rajiv Gandhi, Mualpui, Aizawl and A.R Ground (Lammual), Aizawl”** for dropping of quotation shall be placed at **the Office of the Director, Sports & Youth Services Department** from the date of issue of this Quotation Notice for receiving the Quotations. The Quotations can also be submitted by courier/registered post in sealed envelopes with acknowledgement due. Late tenders will be summarily rejected. No responsibility will be taken for postal delay or non-delivery/nonreceipt of Tender documents. Quotations sent by FAX or e-mail will not be considered. The Director, Sports & Youth Services Department, Government of Mizoram will not be responsible for loss, delay or late receipt of the Quotation documents.

3. Quotations as prescribed by the Department herewith appended at Annexure – II shall have to be submitted to the Director, Sports & Youth Services Department, Government of Mizoram on or before **8th June 2020** up to **12:00** Noon and will be opened by him on the same day at **1:00 PM**. Quotationers or their authorized representatives are advised to be present at the time of opening of Quotations. Form of the Tender can be had from the Office of the Director, Sports & Youth Services Department, Government of Mizoram, Aizawl, on any working day. Quotations submitted in a form other than the form supplied by the Department will not be accepted.

4. Rates should be quoted both in figures and words in the format given in Annexure – III. Incomplete bids will summarily be rejected. All corrections and alterations in the Quotation should be attested by putting full signature by the Quotationer(s). The Quotationer may submit their Quotation either for Rajiv Gandhi Stadium or A.R Lammual or both. Contract shall be awarded for each location.

5. Technical bids (Annexure – II) and Financial bids (Annexure – III) should be submitted in different sealed envelope.

6. The Department of Sports & Youth Services, Mizoram is in no way bound to accept the lowest or any of the Quotations and reserves the right to accept or reject any of the Quotations without assigning any reason thereof.

7. Rates quoted should be inclusive of any Central or State Government taxes payable by the Contractor and no extra charges will be entertained. No increase in price because of any statutory increase in or fresh imposition of service taxes, or any other tax or duty levied in respect of the services will be accepted after the Quotation is submitted.

8. The Contractor is being permitted to tender in consideration of the stipulations on its part that after submitting tender, it will not withdraw from offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by Sports and Youth Services Department.

9. The contract will be initially for a period of 1(one) year extendable for a further period of 1(one) year on six monthly period, subject to satisfactory performance and willingness to continue on mutually agreed terms.

10. Successful bidders have to enter into a detailed contract agreement with Sports & Youth Services Department on non-judicial stamp paper of Rs 100/- for the work. Specimen copy of the agreement is at Annexure – IV. Successful Quotationer should sign the agreement deed within 14 days from the date of award of contract failing which EMD shall be forfeited and award will be cancelled.

11. Coverage for Sanitary Services:

Rajiv Gandhi Stadium at Mualpui, Aizawl and A.R Ground (Lammual), Aizawl. This includes the ground and its adjacent area, the pavilion/spectators or official arena, offices and rooms inside the stadia and the surroundings area comprising the premises.

12. Scope of works:

a) Sanitary services is to be carried out once a week preferably in Saturday. The selected Firm will also be liable to clean out the premises during any other days of the week for which extra charges shall be liable to be paid at the amount calculated for one week from the agreed amount for one year to the total number of weeks during the year.

b) Cleaning, sweeping, moping, dusting and wiping of floors, staircase, railings, rooms, corridors, doors, windows panes, pavilion, pavilion seat, clearing of grass etc. or as required by Officer – in – charge.

c) Thorough cleaning of all toilets (inside and outside the building) using required detergent by putting naphthalene balls in all urinals, wash basin etc.

d) Lifting, carrying and disposing the rats, insects, beehives, ant nest etc. if found in and around the stadium/ground premises.

e) Cleaning and clearing of any choking's in the drainages, manhole, sewer etc.

f) To clean and clear any foreign or unwanted objects and garbage from the football pitch and the adjacent running track or pavement.

g) Cleaning, sweeping and wiping of office working areas, removing dust from floors, windows, doors, furniture's, almirahs, desk, chairs etc. with suitable cleaning agent.

h) Cleaning of driveways, parking areas and roads within the stadium/ground premises.

i) Clearing and cutting of bush and grass within the premises.

13. The Contractor has to provide workforce in sufficient numbers to maintain the stadiums as required and of the quality to ensure workmanship of the degree specified by Sports & Youth Services Department and to the satisfaction of the Officer – in – Charge/Caretaker or the Director, Sports & Youth Services Department. The bidder must have at least 10 personnel's at his disposal.

14. All cleaning materials and equipments including mechanical or otherwise and consumables is to be provided by the Contractor.

15. The Contractor will ensure collection, segregation of waste and garbage as per prevailing Rules laid down by the Aizawl Municipal Authority (AMC). The Contractor will arrange for disposal of garbage at such a place as may be permissible by AMC at their own cost.

16. Services should be carried out without causing any damage to Department property. In case any such damage occurs, the responsibility for the same shall rest with the Contractor and the Contractor shall have to make good the loss caused to the Department on account of such damage.

17. The Contractor shall not sublet the work without prior permission of the Sports and Youth Services Department.

18. In case the Contractor fails to commerce/execute the work stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, Sports & Youth Services Department reserves the right to impose penalty as deemed fit.

19. Sports & Youth Services Department reserves the right to reduce or terminate the period of Contract or to extend its duration in the interest of the sanitary requirements of Rajiv Gandhi Stadium, Mualpui, Aizawl and A.R Ground (Lammual) Aizawl for any justifiable reasons and at its sole discretion.

20. The Department reserves the Right to form an empanelled list of Contractor from the list of bidders aside from the successful bidder. The Department can avail services of the Contractor so listed to carry out the sanitary services in case of emergency situation in addition or if and when the successful bidder are unable to fulfill their obligation. The rate of employment will be the same as the rate in the contract.

21. The first party shall pay the agreed amount for the job to the second party on monthly basis after completion of the month on presentation of bill in the 1st week of every month in twelve equal monthly installments. Second party shall make the payment within 30 days of submission of bills by first party.

21. Performance Security at the amount equal to 12% of agreed rate shall have to be deposited by the selected Contractor before 14 days from the day of award of contract failing which the award will be deemed to be cancelled. The deposit shall be made in the form of Deposit at call Receipt/Fixed Deposit Receipt from Scheduled Banks or fresh Post Office Saving Certificate, duly pledged in the name of the Director, Sports & Youth Services Department, Government of Mizoram, should be enclosed with the quotation.

22. All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to performance, which cannot be settled amicably, shall be resolved by arbitration. (In this case Governor of Mizoram, will be final arbitrator). The place of such arbitration shall be at Aizawl, Mizoram.

ANNEXURE – II

QUOTATION FOR PROVIDING SANITARY SERVICES AT RAJIV GANDHI STADIUM, MUALPUI AND A.R. GROUND (LAMMUAL), AIZAWL.

To

The Director,
Sports & Youth Services Department
Government of Mizoram
Aizawl, Mizoram.

Sir,

We have the honour to submit herewith Quotation for providing Sanitary Service at Rajiv Gandhi Stadium, Mualpui, Aizawl and AR Ground (Lammual), Aizawl as per Quotation Notice issued under **No. F.11012/2/2019-DTE(SYS) dated 18th May 2020** by the Director, Sport & Youth Services Department, Government of Mizoram.

I/We hereby agree to abide by the terms and conditions of the Quotation Notice and bind myself/ourselves to honour the order of the Director, Sports & Youth Services Department, Government of Mizoram, Aizawl or any Officer/Officers authorized by him on that behalf to fulfill the contractual obligations during the full period of the currency of the contract.

1. The following documents are enclosed:

- a) General Service Tax Registration Certificate/Registration Certificate under Firms and Societies Registration Act.
- b) Testimonials/Experience of previous engagements for similar duties/tasks.
- c) Court Fee Stamp for Rs 7.50.
- d) Bank Statement(s) showing transaction for the last 6 months.

2. Earnest Money for _____ vide
DCR No _____ is enclosed.

(1) Name of Quotationer :

(2) Complete Postal address :

(3) Telephone No :

(4) Email id :

(5) Experience/Previous or current:
engagements of the Agency

(6) Numbers of personnel employed:
by the Agency

Signature of Authorized Signatory

Date :

Name

Place :

Seal firm/Agency

ANNEXURE – III

PROFORMA FOR FINANCIAL BID

Sl. No.	Item of work	Charged for one year (Rupees in figures and in words) Inclusive of all taxes
1.	Sanitary Services, R.G. Stadium Mualpui, Aizawl.	
2.	Sanitary Services A.R. Ground (Lammual), Aizawl	
3.	Any other charges (if any) Please specify	
4.	TOTAL	

Signature of Authorized Signatory

Date :

Name

Place :

Seal of Firm/Agency

ANNEXURE – IV

AGREEMENT DEED

(for providing Sanitary Services at Rajiv Gandhi Stadium, Mualpui and AR Lammual, Aizawl)

This Agreement made on this day at Aizawl on the _____ of _____, 2020 between the Government of Mizoram through Sports & Youth Services Department, having its principal office at New Capital Complex, Khatla, Aizawl – 796001, hereinafter called the '**Employer**' (and the term 'Employer' shall mean and include its administrators, executors and assignees), on the FIRST PART.

AND

_____ hereinafter called the '**Contractor**' (and the term the 'Contractor' shall mean and include its administrators, successors and assignees) on the SECOND PART.

WHEREAS the second party will provide sanitation services as given in the scope of work, through its personnel at Rajiv Gandhi Stadium, Mualpui, Aizawl and AR Ground (Lammual), Aizawl.

AND WHEREAS, the first party has agreed to engage the second party to provide sanitation services as agreed mutually on the following terms and conditions for a period of _____ with effect from _____.

AND WHEREAS, the second party undertakes to provide sanitation services as per requirement and agrees to be responsible for payment of emoluments, discipline and work of their personnel.

Now the present agreement is in addition of General Information and not derogation of the other terms and conditions of the contract for providing sanitation services as mentioned in tender document.

NOW the agreement witnessed as under :-

1. THE SECOND PARTY shall provide sufficient manpower for sanitary services at Rajiv Gandhi Stadium, Mualpui, Aizawl and AR Ground (Lammual), Aizawl as mentioned in para ii above.

- i) Cleaning, sweeping, moping, dusting and wiping of floors, staircase, railings, rooms, corridors, doors, windows panes, pavilion, pavilion seat, clearing of grass etc. or as required by Officer – in – Charge.
- ii) Thorough cleaning of all toilets (inside and outside the building) using required detergent by putting naphthalene balls in all urinals, wash basin etc.
- iii) Lifting, carrying and disposing the rats, insects, beehives, ant nest etc. if found in and around the stadium/ground premises.
- iv) Cleaning and clearing of any choking's in the drainages, manhole, sewer etc.
- v) To clean and clear any foreign or unwanted objects and garbage from the football pitch and the adjacent running track or pavement.
- vi) Cleaning, sweeping and wiping of office working areas, removing dust from floors, windows, doors, furniture's, almirahs, desks, chairs etc. with suitable cleaning agent.
- vii) Cleaning of driveways, parking areas and roads within the stadium/ground premises.
- viii) Clearing and cutting of bush and grass within the premises.
- ix) The sanitary personnel's deputed by first party be responsible for the cleanliness of Rajiv Gandhi Stadium, Mualpui and AR Ground (Lammua), Aizawl.
- x) Second party indemnify and keep Sports and Youth Services Department indemnified against any loss or damage of third party claim of liability occurred due to or arising out of lapse on their part or due to negligence of sanitary personnel. The first party shall further defend Sports & Youth Services Department objects against litigation arising thereof & shall pay for all expenses increased by Sports & Youth Services Department in defending any case arising thereof.
- xi) The Second Party shall however not be liable for any natural calamities/acts of God.
- xii) All cleaning materials and equipments including mechanical or otherwise and consumables is to be provided by the Contractor.

xiii) The Contractor will ensure collection, segregation of waste and garbage as per prevailing Rules laid down by the Aizawl Municipal Authority (AMC). The Contractor will arrange for disposal of garbage at such a place as may be permissible by AMC at their own cost.

2. THE FIRST PARTY SHALL

Be responsible for formulating and communicating the sanitary instructions of their establishment to the second party. Any subsequent changes/modifications/fresh instructions in regard to the sanitary shall similarly be communicated to the second party by the first party.

3. GENERAL CONDITIONS

a) **PERIOD OF CONTRACT** is initially for the period of 1(one) year w.e.f. _____ to _____ which may be further extended to 1 (one) year on six monthly period as per the decision of the Sports & Youth Services Department based on satisfactory performance of the Contractor.

b) **TERMS OF PAYMENT** : The first party shall pay the agreed amount for the job to the second party on monthly basis after completion of the month on presentation of bill in 1st Week of every month on twelve equal monthly installments. Second party shall make the payment within 30 days of submission of bills by first party.

c) In case any personnel employed by the second party is inefficient or indulges in unlawful activity or improper or indecent behavior or found in inebriated conditions, the First Party shall replace such person with suitable substitute immediately; and Sports & Youth Services Department will be notified about such changes.

d) The agreement can be terminated by either party by giving one month's notice in writing. However in case of gross negligence or serious security lapse, the Second Party may terminate the contract without any notice. In such cases, First Party shall make alternate security arrangements, the differential cost of which of any shall be borne by the Second Party.

e) Violation of any terms and conditions under this Agreement shall entail forfeiture of Security Deposit forfeiture.

4. ARBITRATION

In case of any dispute between the parties arising out of or in relation to the agreement, it shall be referred to a sole arbitrator, in this case the Governor of Mizoram and the decision of such Arbitrator shall be conclusive and binding on both the parties.

5. JURISDICTION

The Guwahati High Court, Aizawl Bench, shall have exclusive jurisdiction in respect of all disputes under the Agreement.

6. All terms and conditions under the Quotation Notice shall form part of this Agreement.

Authorized Signatory
of the Agency

Secretary
Sports & Youth Services Department

Witness :

1. _____

2. _____

Witness :

1. _____

2. _____