

**LAND RESOURCES, SOIL AND WATER CONSERVATION DEPARTMENT
GOVERNMENT OF MIZORAM**



TENDER DOCUMENT
(NIT NO. 01/DTE(LRS&WC)/2024-25)

GROUP NO. : L

NAME OF WORKS : Construction of Retaining Wall for installing
machine house and godown at Chemphai,
Bilkhawthlir, Kolasib District

ESTIMATED COST PUT TO TENDER : Rs. 4,87,000.00/-

TABLE OF CONTENTS

Section	Description	Pages
	Notice Inviting Tender (NIT)	2 - 4
Section - I	List of Important Dates	5 - 6
Section - II	Instruction to Bidder (ITB)	7 - 20
Section - III	General Conditions of Contract (GCC)	21 - 36
Section - IV	Prescribes Forms and Formats	37 - 46
Section - V	Bill of Quantities (BOQ)	47
Section - VI	Architectural and Structural Drawings	49

No. B-13016/1/2024-DTE (LRS&WC)
GOVERNMENT OF MIZORAM
DIRECTORATE of LAND RESOURCES, SOIL & WATER CONSERVATION
MIZORAM ::: AIZAWL

NOTICE INVITING TENDER

NIT No.- No. 01/DTE(LRS&WC)/2024-25 : Dated Aizawl the 19th Dec.,2024

Director, Land Resources, Soil & Water Conservation Department, Aizawl, on behalf of the Governor of Mizoram, invites item rate tender on two envelope system from eligible class of Contractor of Mizoram PWD/Government Empaneled Firms for the works given below: -

Group No.	Name of Work & Location	Estimated Cost put to tender (Rs.)	Earnest Money (Rs.)		Cost of Tender Document (Rs.)	Time of Completion
			Non-Tribal (2%)	Tribal (1%)		
A	Construction of Arecanut Fermentation Tank at Chemphai, Bilkhawthlir, Kolasib District	35,09,570.00	70,191.00	35,095.00	1500.00	6 months
B	Construction of Arecanut Fermentation Tank at Zamuang, Mamit District	20,33,297.00	40,665.00	20,332.00	500.00	6 months
C	Construction of Arecanut Fermentation Tank at Zamuang, Mamit District	20,33,297.00	40,665.00	20,332.00	500.00	6 months
D	Construction of Arecanut Drying Yard at Chemphai, Bilkhawthlir, Kolasib District	8,99,000.00	17,980.00	8,990.00	500.00	2 months
E	Construction of Arecanut Drying Yard at Zamuang, Mamit District	5,15,760.00	10,315.00	5,157.00	500.00	1 month
F	Construction of Arecanut Machine House and Godown at Chemphai,	1,28,08,462.00	2,56,169.00	1,28,084.00	1500.00	24 months

	Bilkhawthlir, Kolasib District					
G	Construction of Arecanut Machine House and Godown at Zamuang, Mamit District	1,58,93,669.00	3,17,873.00	1,58,936.00	1500.00	24 months
H	Construction of Composting Pit at Chemphai, Bilkhawthlir, Kolasib District	2,91,000.00	5,820.00	2,910.00	500.00	1 month
I	Construction of Composting Pit at Zamuang, Mamit District (3 No's)	1,75,042.00	3,500.00	1,750.00	500.00	1 month
J	Construction of Arecanut Farmers Workshed at Chemphai, Bilkhawthlir, Kolasib District	13,21,934.00	26,438.00	13,219.00	500.00	3 months
K	Construction of Arecanut Farmers Workshed at Zamuang, Mamit District	13,21,934.00	26,438.00	13,219.00	500.00	3 months
L	Construction of Retaining Wall for installing machine house and godown at Chemphai, Bilkhawthlir, Kolasib District	4,87,000.00	9,740.00	4,870.00	500.00	1 month
M	Construction of Approach Road at Chemphai, Bilkhawthlir, Kolasib District (0.69km)	33,98,000.00	67,960.00	33,980.00	1500.00	6 months
N	Construction of Approach Road at Zamuang, Mamit District (0.135km)	6,64,840.00	13,296.00	6,648.00	500.00	1 month

O	Construction of water tanky with 40mm dia GI pipeline inclusively of necessary fittings at Zamuang, Mamit District	9,24,586.00	18,491.00	9,245.00	500.00	2 months
---	--	-------------	-----------	----------	--------	----------

Tender Documents may be obtained from the Directorate of Land Resources, Soil & Water Conservation Department during **office working hours** from **19th December, 2024** on payment of prescribed cost (non-refundable) and Directorate of LR,S&WC website (<https://soil.mizoram.gov.in>)

Last date of submission of tender is **11:30 a.m** on **9th January, 2025** and shall be opened on the same day at **1:00 p.m** in the Office Chamber of the undersigned.



(VANLALMUANPUIA CHHANGTE)

Director

Land Resources, Soil & Water Conservation Department
Mizoram, Aizawl

Memo No. B-13016/1/2024-DTE (LRS&WC) : Dated Aizawl, the 19th Dec., 2024

Copy to: -

- 1) P.S to the Governor of Mizoram, for favour of kind information.
- 2) P.S to Hon'ble Minister, LRS&WC for favour of kind information.
- 3) The Secretary to the Govt.of Mizoram, LRS&WC for favour of kind information.
- 4) The Director, Information & Public Relation, Mizoram. He is requested to publish in 1 (one) Local Newspaper and 2(two) State Level leading daily Newspaper for two consecutive issues. (*as per enclosed*)
- 5) Chief Informatics Officer, Information & Communication Technology, Mizoram for favour of uploading in the e-tender, Govt. of Mizoram website.
- 6) Pu Lalthafamkima, SCR for information and to upload in the Department website.
- 7) All District Officers, LRS&WC for information and to display on Office Notice Board.
- 8) Account Branch, Directorate, LRS&WC for information.
- 9) Notice Board.



Director

Land Resources, Soil & Water Conservation Department
Mizoram, Aizawl

SECTION – I

LIST OF IMPORTANT DATES

LAND RESOURCES, SOIL AND WATER CONSERVATION DEPARTMENT

1. Name of Works : **Construction of Retaining Wall for installing machine house and godown at Chemphai, Bilkhawthlir, Kolasib District**
2. Name of location/village : **Chemphai, Bilkhawthlir, Kolasib District.**
3. Tender Amount : **Rs. 4,87,000.00**
4. Time of Completion : **1 month**
5. Date of issue of Notice Inviting Tender: **19.12.2024 (Thursday)**
6. Deadline for receiving Bids : **09.01.2025 (Thursday) till 11: 30a.m**
7. Time & Date for Opening Technical Bids : **09.01.2025 (Thursday) at 1:00 p.m.**
8. Time & Date for Opening Financial Bids : **24.01.2025 (Friday) at 1:00 p.m.**
9. Place of Opening Bids : **Office Chamber of Director, Land Resources, Soil & Water Conservation**
10. Last date of Bid validity : **90 days from opening of Technical Bid**
11. Officer Inviting Bids : **Director, Land Resources, Soil & Water Conservation Department**



(VANLALMUANPUIA CHHANGTE)

Director

Land Resources, Soil & Water Conservation Dept.
Mizoram, Aizawl

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

1. General -

- 1.1 The Tender shall be carried out as Item Rate Wise Tender (CPWD Form – 8). The bidding amount shall not be less than 5% of the tender amount specified in Section - I.
- 1.2 The Tender shall be in conformity with the guideline in CPWD General Conditions of Contract, CPWD Works Manual and The Mizoram Public Procurement Rules 2020.
- 1.3 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as 'not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribe forms or deliberately suppressing the information may result in the bid being summarily disqualified.
- 1.4 The purpose of this assignment is to obtain independent and objective assessment of the technical quality of all construction works to be completed and to assure that the civil works are constructed with good construction materials and as per desired standard of good quality construction.
- 1.5 In the case of all methods of tender enquiry, late bids (i.e. bids received after the specified date and time for receipt of bids) should not be considered.

2. Scope of Bid -

- 2.1 The Director, Land Resources, Soil & Water Conservation Department invites bids for the execution of the works "Construction of Retaining Wall for installing machine house and godown at Chemphai, Bilkhawthlir, Kolasib District". (referred as the Work).
- 2.2 The bidders may submit bids for any one or all packages/groups for the works detailed in the table given in the Notice Inviting Tender. Bid for the works on each package/group should be submitted separately.
- 2.3 The Successful Bidder will be expected to complete the works by the intended completion time specified in Section – I.
- 2.4 Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bid/Tender, Bidding/Tendering, etc.) are synonymous.

3. Source of Funds –

3.1 The Department has decided to undertake the works of construction from the funds received under North-Eastern Council (NEC).

4. Eligible Bidders -

4.1 The invitation for bid is opened to the eligible class of Contractor's of Mizoram PWD or Government Empanelled Firms.

4.2 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, State Govt. or any Public undertaking by whatever name called under the Central or the State Govt.

5. Qualification of the Bidders -

5.1 All Bidders shall include the following information and Documents with their bids:

- a) Attested Copies of documents defining the bidder is an eligible contractor or firm of valid registered under Govt. of Mizoram;
- b) Experience in executing Civil Works of the same or more value of the tender amount for the last 5 years. A bidder having experience in executing similar nature of work may be furnished as well. List of works executed by the bidder and contract value duly countersigned from the executing Department/Agency should be furnished along with the bid; (As per Form A)
- c) An affidavit that all the information furnished in the Bid Documents is correct in all respects. (As per Form E)
- d) Attested copy of GST Registration certificate.

5.2 All bidder must be financially sound and must be able to execute the work, if awarded, as per the work program approved by the Department with his/her own capital and resources without interruption of the work in between payment of Running Bills. In order to do so, each bidder must produce –

- a) Bank certificate showing financial soundness with the form given in Form H.
- b) Undertaking that the bidder will be able to invest minimum cash up to 25% of contract value of work, during implementation of work. (As per Form F)

5.3 Financial Turnover Figures for the last consecutive three years. (As per audited by Registered Chartered Accountants)

5.4 Availability of key contractor's equipment and suitability of key personnel, qualification and experience. (As per Form A)

5.5 Bids from Joint Ventures are not acceptable.

6. One Bid per Bidder -

6.1 Each bidder shall submit only one bid for one package/group. A bidder who submits or participates in more than one Bid (in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

7. Cost of Bidding -

7.1 The bidder shall bear all costs associated with the preparation and submission of his/her Bid, and the Department will in no case responsible and liable for those costs.

8. Site Visit -

8.1 The bidder, at his/her own expenses, responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works.

9. Bidding Documents -

9.1 The bidding documents consist of the following:

- a) Section – I: List of important dates
- b) Section – II: Instruction to Bidders (ITB)
- c) Section – III: General Conditions of Contract
- d) Section – IV: Prescribed forms and formats
- e) Section – V: Bill of Quantities
- f) Section – VI: Architectural & Structural Drawings

10. Clarification of Bidding Documents -

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Department in writing at the address indicated in the Notice Inviting Tender.

10.2 The Department will respond to any request for clarification, which is received earlier than 15 days prior to the deadline for submission of bids.

10.3 Copies of the response given by the Department will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

11. Amendment of Bidding Documents -

11.1 Before the deadline of submission of bids, the Department may modify the bidding document by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be notified to all purchasers of the bidding documents.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Department may extend, as necessary, the deadline for submission of bids.

12. Language of the Bid -

12.1 All documents relating to the bid shall be in the English language.

13. Documents comprising the Bid -

13.1 The Department has adopted two-part bid (two envelope) system for selection of the eligible contractor/firm for award of the contract amongst the bidders.

13.2 The two-envelope system consists of: **Technical Bid and Financial Bid.**

13.3 In two-part bid system, the financial bids of the bidders who qualified in technical evaluation only shall be evaluated.

13.4 **Technical Bid** shall comprise of:

- a) Technical Bid - Form B, as prescribed in the tender document.
- b) All the necessary documents mentioned in Clause 5 of ITB.
- c) Earnest Money/Bid Security in a separate sealed envelope cover marked "Earnest Money/ Bid Security".
- d) Bid validity form – Form G, as prescribed in the tender document.
- e) Tender document, by giving signature to all the pages, even in a blank page, if any.
- f) For tribal bidder, attested copy of Tribal Certificate.

13.5 **Financial Bid** shall comprise of:

- a) Financial Bid - Form C, as prescribed in the tender document.
- b) Priced Bill of Quantities as prescribed in Section – V of tender document.

13.6 The bids shall contain no over writing, alteration or addition, except those to comply with instructions issued by the Department, or as necessary to correct errors made by the bidders, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction, initialling and dating it by the person (bidder).

14. Bid prices -

14.1 The contract shall be for the whole work, based on priced Bill of Quantities submitted by the Bidder.

- 14.2 The Bidder shall fill in rates and prices in total (both in figures and words) for all items of the works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Department when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- 14.3 GST, labour cess and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 14.4 The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- 14.5 Where there is a discrepancy between the rate in figures and words, the rates in words will be governed.
- 15. Currencies of the Bid -**
- 15.1 The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.
- 16. Bid Validity -**
- 16.1 Bids shall remain valid for a period of not less than ninety days after the deadline date for bid submission specified in Section - I. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 16.2 In exceptional circumstances, prior to expiry of the original time limit, the Department may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for a period of the extension, and in compliance with Clause 17 of ITB in all respects.
- 17. Earnest Money/Bid Security -**
- 17.1 The bidder shall furnish, as part of the bid, Bid Security of 2% of the tender amount. In case the contractor or the proprietor of the firm is scheduled castes, scheduled tribes and any other backward classes recognized by the State Government, Bid Security will be 1% of the tender amount.
- 17.2 The Bid Security must be accepted in the form of:

- a) Banker's Cheque of a scheduled bank;
 - b) Demand draft of a scheduled bank.
- 17.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.
- 17.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Guarantee.
- 17.5 The Bid Security taken from the Bidder shall be **forfeited** in the following cases:
- a) If the Bidder withdraws or modifies the Bid after Bid opening during the period of Bid validity;
 - b) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 27 of ITB;
 - c) In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement;
 - ii) Furnish the required Performance Guarantee.

18. Alternative proposals by Bidder -

- 18.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

19. Sealing and Marking of Bids -

- 19.1 The Bidder shall place and sealed the Technical Bid and Financial Bid in two separate envelopes (called inner envelope), duly marking the envelopes and placed in a bigger sealed single envelope (called outer envelope).
- 19.2 The inner envelope shall be marked as-
- a) For Technical Bid-

Technical Bid

To,

The Director
Land Resources, Soil & Water Conservation Department
Mizoram, Aizawl

Group No. & Name of Work:

From: (Name, Address and Phone no. of the Bidder)

b) For Financial Bid-

Financial Bid

To,

The Director
Land Resources, Soil & Water Conservation Department
Mizoram, Aizawl

Group No. & Name of Work:

From: (Name, Address and Phone no. of the Bidder)

19.3 The outer envelope shall be marked as-

Tender Document

To,

The Director
Land Resources, Soil & Water Conservation Department
Mizoram, Aizawl

Group No. & Name of Work:

From: (Name, Address and Phone no. of the Bidder)

20. Deadline for submission of the Bid -

20.1 Complete Bids (including Technical and Financial) must be received by the Department at the address specified at Section – I and not later than the date indicated in Section – I.

20.2 The Department may extend the deadline for submission of the bids by issuing an amendment in accordance with Clause 11 of ITB, in which case all rights and obligations of the Department and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Modification and Withdrawal of Bid -

21.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Section – I.

21.2 Each bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 19 of ITB, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

21.3 No bid may be Withdraw or Modified after the deadline for submission of Bids.

21.4 Withdrawal or Modification of a Bid between the deadline for submission of Bids and the expiration of the period of Bid Validity may result in the forfeiture of the Bid security pursuant to Sub-Clause 17.5 of ITB.

22. Bid Opening -

22.1 The Department will open all the Bids received (except those received late), including modifications made, in the presence of the Bidders or their representatives who choose to attend at time, date and place specified in Section – I.

22.2 The envelope containing Technical Bid only shall be opened first. The amount and validity of the Bid Security furnished with the bid will be announced. If the Bid Security furnished does not conform to the amount and validity period as specified in the NIT, and has not been furnished as specified in Clause 16 and Clause 17 of ITB, the remaining Technical Bid and the sealed Financial Bid will be returned to the Bidder.

22.3 Evaluation of Technical Bid with respect to valid Bid Security shall be taken up with respect to the Qualification Information and other information furnished in Clause 5 and Sub-Clause 13.4 of ITB.

22.4 The Department, within 7 days of opening the Technical Bid, shall declare whose Technical Bids are qualified and technically acceptable, notify the date, time and venue (specified in Section – I) for opening of their respective Financial Bid.

22.5 At the time of the opening of Financial Bids, the names of Bidders who qualified in technical evaluation only will be announced and the Financial Bids of only those Bidders will be opened. The remaining bids will be returned unopened to the Bidders. The responsive bidder's name, the bid prices, the total amount of the bid, and such other details as the Department may consider appropriate will be announced by the Department at the time of bid opening. Any bid price, which is not read out and recorded, will not be taken into account in Bid evaluation.

22.6 Envelope marked "Withdrawal" shall not be opened.

22.7 The Department shall prepare minutes of the Bid opening.

22.8 The Bids will be evaluated by Bid Evaluation Committee constituted by the Department.

22.9 The technical bid and financial bid shall be given weightage in the ratio of 30:70. (technical bid 30: 70 financial bid)

23 Process to be Confidential -

- 23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award of the successful Bidders has been announced.
- 23.2 Any effort by Bidder to influence the Department's processing of Bids or award decisions may result in the rejection of his/her Bid.

24 Clarifications of Financial Bids -

- 24.1 To assist in the examination, evaluation and comparison of Bids, the Department may, at its discretion, ask any Bidder for clarification of his/her Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Department in the evaluation of the Bids in accordance with Clause 26 of ITB.
- 24.2 No Bidder shall contact the Department on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Department, it should be do so in writing.

25 Evaluation of Technical Bid -

- 25.1 During the detailed Evaluation of "Technical Bids", the Department will determine whether each bid:
 - a) Meets the qualification criteria defined in Clause 5 and Sub-Clause 13.4 of ITB;
 - b) Has been properly signed;
 - c) Is accompanied by the required Bidding Security/Earnest Money Deposit;
 - d) Substantially responsive to the requirement of the Bidding Documents.
- 25.2 The Department will also evaluate the Technical Bids as per the following criteria:
 - a) Financial capability of the Bidder;
 - b) Experience of the Bidder;
 - c) Bidder past performance and management in executing similar nature of work;
 - d) Suitability of Key Personnel and Key Equipment's;
 - e) Work methodology and schedule work plan;
 - f) Financial turnover
 - g) Any other documents submitted by the bidder to augment the advantage in commencing the work.

25.3 A substantially responsive “Technical Bid” is one which conforms to all the terms, qualifications and specifications of the Bidding documents.

25.4 If a “Technical Bid” is not substantially responsive, it will be rejected by the Department, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

26. Evaluation of Financial Bid -

26.1 The Department will evaluate and compare only the Bids that are qualified in the Technical Bid.

26.2 During the detailed evaluation of the “Financial Bid”, the responsiveness of the bids will be determined with respect to the remaining bid conditions i.e., priced Bill of Quantities.

26.3 The offers shall be evaluated and marked L1, L2, L3 etc. L1 being lowest offer and then others in ascending order.

26.4 The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

26.5 The responsive “Financial Bid” is one, which conforms to all the rates as quoted in the Bill of Quantities.

26.6 A bid which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the Bidder, may be rejected as non-responsive.

27. Correction of Errors -

27.1 “Financial Bids” determined to be substantially responsive will be checked by the Department for any arithmetic errors. Errors will be corrected by the Department as follows:

a) where there is discrepancy between the rates in figures and in words, the rate in words will govern; and

b) where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

27.2 The amount stated in the “Financial Bid” will be corrected by the Department in accordance with the above procedure and the Bid amount adjusted with the concurrence of the Bidder in the following manner.

- a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the “Bid Price” and the increase will be treated as rebate;
 - b) If the Bid price decreases as a result of the corrections, the decreased amount will be treated as “Bid Price”.
- 27.3 Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 17.5 (b) of ITB.
- 28. Award Criteria -**
- 28.1 The Department will award the contract to the bidder whose Bid has been determined – to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 4 of ITB, and (b) qualified in accordance with the provisions of Clause 5 of ITB; and
- to be substantially responsive to the Bidding documents and who has scored the highest mark in comparative statement provided that such bidder has been to be eligible in accordance with the provision of Clause 4 of ITB and Qualified in accordance with the provision of Clause 5 of ITB; and
 - to be within the bid capacity.
- 28.2 The Department will have the right not to award the lowest bidder without announcing any reason behind.
- 29. Employer’s Right to Accept any Bid and to Reject any or all Bids -**
- 29.1 The Department reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the Ground for the Department’s action.
- 30. Notification of Award and Signing of Agreement -**
- 30.1 The Bidder whose bid has been accepted will be notified of the award by the Department prior to expiration of the Bid Validity period.
- 30.2 The letter (hereinafter called “Letter of Acceptance”) will state the Sum that the Department will pay the Contractor in consideration of the Execution and Completion of the Works by the contractor as prescribed by the contract (hereinafter called the “Contract Price”).

- 30.3 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Guarantee and Signing of Contract Agreement
- 30.4 The Contract Agreement will incorporate all agreement between the Department and the successful Bidder. The contract will be signed by the Department and the successful Bidder within 21 days of issue of letter of acceptance.
- 30.5 Upon the successful Bidder furnishing the Performance Guarantee and signs the Contract Agreement, the Department shall notify to the contractor to proceed with the work.
- 30.6 Upon the successful Bidder furnishing the Performance Guarantee and Sign Contract Agreement, the Department, will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid Security.

31. Performance Guarantee -

- 31.1 The amount of Performance Guarantee shall be 5% (five percent) of the Tender Amount or Contract Price.
- 31.2 The Performance Guarantee shall be provided to the Department not later than 21 days of issue of issue of Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Department, and denominated in Indian Rupees.
- 31.3 Performance Guarantee shall be furnished in the following forms:
- i) Banker's Cheque of a scheduled bank;
 - ii) Demand draft of a scheduled bank.
- 31.4 The Performance Guarantee shall remain valid for a period of 60 days from the date of expiry of Defects Liability Period.
- 31.5 Failure of the successful Bidder to comply with the requirement of Sub - Clause 31.3 shall constitute sufficient grounds for cancellation of the Award and forfeiture of the earnest money or may be considered to be deducted from Running Bills with prior permission from the Department.

32. Security Deposit -

- 32.1 The Department shall deduct a sum for security deposit at the rate of 2.5% of the gross amount of each running and final bill till the sum deducted will amount to 2.5% of the tendered value of the work.
- 32.2 The security deposit can also be deposited at the rate mentioned above in cash or in the form of Government Securities, Fixed Deposit Receipts etc.

32.3 The Security deposit shall remain valid for a period of 60 days from the issue of the Final Contract Completion Certificate.

SECTION – III

**GENERAL CONDITIONS OF
CONTRACT (GCC)**

1. General rules and directions -

- 1.1 The work proposed for execution by contract will be notified in a form of invitation to tender, signed by the officer inviting tender and will be published in Notice Board of the procuring Department, two (2) State level leading daily newspapers, one (1) local level daily newspaper, State public procurement portal and Department's website. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of Earnest Money/Bidding Security to be deposited with the tender, and the amount of the Performance Guarantee to be deposited by the successful bidder and the percentage, if any, to be deducted from bills. Copies of the designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
- 1.2 The officer inviting tender, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the documents mentioned in Section – II (ITB). In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
- 1.3 The officer inviting tender shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 1.4 The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he/she procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
- 1.5 Goods and Services tax, or any other tax applicable in respect of this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same.
- 1.6 Any person who submits a tender shall fill up the usual printed form, stating at what rate he/she is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time

allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.

1.7 In Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

1.8 All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

2. **Definitions –**

2.1 Terms used in the tender document are defined below. Capital initials are used to identify defined terms.

i) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the bid.

ii) **Compensation Events** are those defined in Clause 33.

- iii) **Completion Date** is the date of completion of the Works as certified by the Department.
- iv) The **Contract** is the contract between the Department and the Contractor to execute and complete the works.
- v) **Contractor** is a person or corporate body whose Bid to carry out the works has been accepted by the Department.
- vi) **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Department; it includes Technical Bid and Financial Bid.
- vii) **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- viii) **Days** are calendar days; Months are calendar months and Years are calendar years.
- ix) **Department** means Land Resources, Soil & Water Conservation Department, Govt. of Mizoram.
- x) **Defect** is any part of the works not completed in accordance with the Contract.
- xi) **The Defects Liability Certificate** is the certificate issued by the Department, after the Defects Liability Period has ended and upon correction of Defects by the Contractor.
- xii) **The Defects Liability Period** is one year (365 days) calculated from the Completion Date.
- xiii) **Employer** is the Department who will employ the Contractor to carry out the work.
- xiv) **Engineer** is the person (or any other competent person appointed and notified to the Contractor to act in replacement of the Engineer) who is responsible for supervising and administering the Contract.
- xv) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the works.
- xvi) **Intended Completion Date** is the date on which it is intended to complete the work.
- xvii) **Materials** are all supplies, including consumables, used by the contractor for incorporation in the works.
- xviii) **Site** means the land/or places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted

or used for the purpose of carrying out the contract.

xix) **Start Date** is the date when the Contractor shall commence execution of the works upon which the period until the Time for Completion shall be counted from.

xx) **Variation** is an instruction given by the Department which varies the Works.

xxi) **Works** are what the Contract requires the Contractor to construct, install and handover to the Department.

3. Interpretation -

3.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and vice versa. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Department will provide instructions clarifying queries about the Conditions of Contract.

3.2 The documents forming the Contract are intended to be correlative, complementary, and mutually explanatory, the documents are as follows:

- i) Contract Agreement;
- ii) Letter of Acceptance and Notice to proceed with works;
- iii) Contractor's Bid;
- iv) General Conditions of Contract;
- v) Instruction to Bidders;
- vi) Drawings;
- vii) Bill of quantities and
- viii) Any other important documents.

4. Language and Law -

4.1 The language of the Contract is in English and Law governing the Contract is the Law of Union of India.

5. Engineer's Decision -

5.1 Except where otherwise specifically stated, the Engineer will decide contractual matters between the Department and the Contractor in the role representing the Department.

6. Delegation -

6.1 The Engineer may delegate any of his duties and responsibilities to any other Engineer after notifying the Contractor and may cancel any delegation after notifying the Contractor.

7. Communications -

7.1 Communications between parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

8. Joint Venture -

8.1 Not allowed.

9. Sub-contracting -

9.1 Not allowed.

10. Personnel -

10.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

10.2 The Contractor shall employ technical personnel for the works approved by the Department. The Department will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel hired before.

10.3 If the Department asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the Works in the Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

10.4 The Contractor shall not employ any retired Gazette officer who has worked in the Engineering Department of the State Government and has either not completed two years after the date of retirement or has not obtained State Government's permission for employment with the Contractor.

10.5 The Department may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative, who: (a) persists in any misconduct, (b) is incompetent or negligent in the performance of his duties, (c) fails to conform with any provisions of the Contract, or (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

11. Employer's Risks -

11.1 The Employer is responsible for the Excepted Risks, which are:

- i) in so far as they directly affect the execution of the Works; risk of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, or military or usurped power, civil war, contamination from any nuclear fuel or nuclear waste or radioactive toxic explosives riot, commotion or disorder, unless solely restricted to the employees of the Contractor, and earthquakes, tornadoes.
- ii) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's Risks -

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the Excepted Risks are the responsibility of the Contractor.

13. Insurance -

- 13.1 The Contractor shall provide in the joint names of the Department and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, Rs. 5.00 Lakh per occurrence with the number of occurrences limited to four. After each occurrence, Contractor will pay additional premium necessary to make insurance valid for four occurrences always, for the following events which are due to the Contractors risks. a) loss of or damage to the Works, Plant and Materials b) loss of or damage to Equipment; c) loss of or damage of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Department before the Start Date. All such insurances shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Department has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Department.
- 13.5 Both parties shall comply with all conditions of the insurance policies.

14. Site Investigation Report -

- 14.1 The Contractor, in preparing the Bid, may, at his/her own risk, rely on any Site Investigation Reports, supplemented by any other information available to him/her,

before submitting the bid.

15. Contractor to Constructs the works -

15.1 The Contractor shall construct, and install the works in accordance with the Specifications and Drawings. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Bill of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

16. The Works to be completed by the Intended Completion Date -

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Programme submitted by the Contractor, as updated with the approval of the Department, and complete them by the Intended Completion Date.

17. Safety -

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Discoveries -

18.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Department. The Contractor shall notify the Department of such discoveries and carry out the Department's instructions for dealing with them.

19. Possession of the Site -

19.1 The Department shall give possession of all parts of the Site to the Contractor, free from encumbrances.

20. Access to the Site -

20.1 The Contractor shall allow the Government officials and any person authorized by the Department an access to the Site where work is being carried out or is intended to be carried out and, to any place where materials or plant are being manufactured, fabricated and /or assembled for the works.

21. Instructions -

- 21.1 The Contractor shall carry out all instructions of the Department pertaining to works which comply with the applicable laws where the site is located.
- 21.2 The Contractor shall permit the Department to inspect the Contractor's accounts and records relating to the performance of Contract and to have them audited by the Auditors appointed by the Department, if required.

22. Dispute Redressal System -

- 22.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the Department within 15 days of arising of the dispute or differences. The Department shall, within a period of 15 days after being requested in writing by the Contractor to do so, convey the decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.
- 22.2 Either party will have the right to appeal, against the decision of the Department, to the Standing Empowered Committee within 30 days of decision of the Department.
- 22.3 The composition of the Standing Empowered Committee will be:
- i) One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;
 - ii) One official member from the Department;
 - iii) One non-official member who will be technical expert selected by the Contractor from a panel of three persons given to him by the Department.
- 22.4 The Contractor and the Department will be entitled to present their case in writing duly supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Department for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of 45 days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.

23. Schedule of Works -

- 23.1 The Start Date of the Works shall be 30days from the date of issue of “Notice to proceed with the Work”.
- 23.2 The Intended Completion Date of the Works shall be 12 months from the Start Date.
- 23.3 The Contractor shall submit to the Department a work program showing the general methods, arrangements, order, and timing for all the activities in the works, for the construction of works.
- 23.4 The Contractor shall submit the list of equipment’s and machineries being brought to site; the list of personnel being deployed along with submission of work program. The Department shall cause these details to be verified at each appropriate stage of the programmed.

24. Extension of the Intended Completion Date -

- 24.1 The Department shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Works, which would cause the Contractor to incur additional cost.
- 24.2 The Department shall decide whether and by how much time to extend the Intended Completion Date within 21 days of the Contractor asking for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

25. Delay Ordered by the Department -

- 25.1 The Department may instruct the Contractor to delay the start or progress of any activity within the Works.

26. Quality Control -

- 26.1 The Department shall monitor the Contractor’s work closely and notify the Contractor if any defects are found. The defects shall be corrected by the Contractors within the specified time given by the Department.
- 26.2 The Department can instruct the Contractor to carry out a test to check whether any work has a defect or under standard specifications.
- 26.3 If the Contractor has not corrected a Defect to the satisfaction within the specified time, the Department will assess the cost of having the Defect corrected, and the Contractor will pay this amount, on correction of the Defect.

27. Defect Liability period -

- 27.1 The Defect Liability period is 365 days, which begins from the Completion Date of the Works.
- 27.2 If any defect is found during Defect Liability period, the Department shall notify the Contractor before the end of Defect Liability period.
- 27.3 The Defects Liability Period shall be extended for as long as the Defects remain to be corrected.

28. Bill of Quantities -

- 28.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing, and commissioning work to be done by the Contractor.
- 28.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

29. Changes in Quantities –

- 29.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent provided the change exceeds 1% of initial Contract Price, the Department shall adjust the rate to allow for the change, duly considering: -
- i) Justification for rate adjustment as furnished by the contractor.
 - ii) Economies resulting from increase in quantities by way of reduces plant, equipment and overhead costs.
 - iii) Entitlement of the contractor to compensation events where such events are caused by any additional work.
- 29.2 If requested by the Department, the Contractor shall provide the Department with a detailed cost breakdown of any rate in Bills of Quantities. work to be done by the Contractor.

30. Variations –

- 30.1 The Department shall, having regard to the scope of the works and the sanctioned estimated cost, have power to order, in writing, variations within the scope of the works if it considers necessary during the progress of the works. Such variations shall form part of the contract and the contractor shall carry them out and include them in the updated programme produced by the contractor. Order orders, unless followed by written confirmation, shall not be taken into account.

31. Payment for Variations –

- 31.1 The contractor shall provide the Department with a quotation (with breakdown of unit rates) for carrying out the Variation when requested to do so. The Department shall assess the quotation, which shall be given within 7 days or the request of within any longer period stated by the Department and before the variations are ordered.
- 31.2 If the work in the Variations corresponds with an item description in the Bill of Quantities and if, in the opinion of the Engineer in-charge or the Department, the quantity of work above the limit stated in Sub-Clause 29.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.
- 31.3 If the Contractor's quotation is unreasonable, the Department may order the Variations and make a change to the Contract Price which shall be based on the Department's own forecast of the effects of the Variation on the Contract's costs.
- 31.4 If the Department decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

32. Payments (Contractor's Bill) -

- 32.1 Bills shall be prepared and submitted by the Contractor as per CPWD Running Bill Form, clearly stating the estimated value of works completed less the cumulative amount previously certified. Joint measurements shall be taken continuously and recorded in the Measurement Book and need not be connected with billing stage. All measurements shall be signed by both Contractor and the Department.
- 32.2 The Department shall check the Contractor's Bills within 15 days and certify the amount to be paid to the Contractor.
- 32.3 Payments shall be adjusted for necessary deductions if any, as applicable under the law. The Department shall pay the Contractor the certified amounts, within 45 days of the date of each certificate.
- 32.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 32.5 The Department may exclude any item certified in a previous certificate or reduce the

proportion of any item previously certified in any certificate in the light of later information.

33. Compensation Events -

- 33.1 The followings are compensation events unless they are caused by the Contractor: -
- i) The Department does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
 - ii) The Department modifies the schedule of other contractors in a way which affects the work of the Contractor under the Contract.
 - iii) The Department orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
 - iv) The Engineer in-charge instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - v) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Bidders, from information available publicity and from a visual inspection of the site.
 - vi) The Engineer in-charge gives as instruction for dealing with an unforeseen condition, caused by the Department, or additional work required for safety or other reason.
 - vii) Other contractors, public authorities, utilities or the Department does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - viii) The advance payment is delayed, beyond 56 days after receipt of application and bank guarantee.
 - ix) The effect on the contractor of any of the Employer's Risks.
 - x) The Department unreasonably delays issuing a Certificate of Completion.
- 33.2 If a compensation event would prevent the works from being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Department will decide whether and by how much the Intended Completion Date shall be extended.
- 33.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast, cost has been provided by the Contractor, it is to be assessed by the Engineer in-charge and the Contract Price shall be adjusted accordingly. If the

Contractor's forecast is deemed unreasonable, the Department shall adjust the Contract Price based on its own forecast. The Department will assume that the Contractor will react competently and promptly to the event.

- 33.4 The Contractor shall not be entitled to compensation to the extent that the Department's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Department.

34. Liquidated Damages -

- 34.1 In case of abandoning of Works or the completion date is later than the intended completion date stated in Section - I, including any extension of time granted under Clause 25, liquidated damages shall be imposed to the contractor at the rate of 0.5% of contract amount per week with a maximum limit of 10% of the contract amount

- 34.2 The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

35. Cost of Repair -

- 35.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at his cost if the loss or damage arises from the Contractor's acts or omissions.

36. Completion of Construction -

- 36.1 The Contractor shall request the Department to issue a "Certificate of Completion" of the construction of the Work and the Department will do so upon deciding that the Work is fully completed.

- 36.2 The Department shall take over the site and the works within 15 days after issuing a Certificate of Completion.

37. Final Account -

- 37.1 The Contractor shall supply to the Department a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defect Liability Period. The Department shall issue a Defect Liability certificate and certify any final payment that is due to the contractor within 45 days of receiving the Contractor's account if it is correct and complete. If it is not, the Department shall issue within 20 days a schedule that states the scope of the correction or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the

Department shall on the account payable to the Contractor and issue a payment certificate, within 20 days of receiving the contractor's revised account.

38. Termination -

38.1 The Department or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

38.2 Fundamental breaches of the Contract shall include, but shall not be limited to, the following:

- i) The Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation.
- ii) The Contractor stops work for 30 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Department.
- iii) The Department instructs the Contractor to delay the progress of the works and the instruction is not withdrawn within 30days.
- iv) A payment already certified by the Department which is not paid to the Contractor within 45 days of the date of certificate.
- v) The Department gives notice that failure to correct a particular Defect whether pertaining to construction work or pertaining to defects liability period is a fundamental breach of the Contract and the Contractor fails to correct it within a reasonable period of time determined by the Department.
- vi) The Contractor does not maintain a security which is required.
- vii) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid.
- viii) If the Contract, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open

competition”.

- 38.3 All materials on the Site, Plant, Equipment, Temporary works and Works are deemed to be the property of the Department, if the Contract is terminated because of a contractor’s default.
- 38.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

39. Payment upon Termination -

- 39.1 If the contract is terminated because of a fundamental breach of Contract by the contractor, the Department shall issue a certificate for the value of the work done less advance payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed. Additional Liquidation Damages shall not apply. If the total amount due to the Department exceeds any payment due to the Contractor the difference shall be a debt payable to the Department.
- 39.2 If the contract is terminated at the Department’s convenience or because of a fundamental breach of Contract by the Department, the Department shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the contractor’s personnel employed solely on the works, and the Contractor’s costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

40. Releases from Performance -

- 40.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Department or the Contractor, the Department shall certify that the Contract has been frustrated. The Contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

SECTION – IV

PRESCRIBED FORMS AND FORMATS

FORM - A

I. Works performed in the last five years -

Year	Description of Works	Nodal Department	Value (Rs. in lakh)
20___ to 20___			
20___ to 20___			
20___ to 20___			
20___ to 20___			
20___ to 20___			

Note: *A copy of Work order from the Department/Agency of the respective works must be attached*

II. Experience in Works of similar nature -

Project Name	Name of Employer	Description of Works	Contract No.	Value of Contract (Rs. in lakh)	Date of issue of work order	Stipulated period Completion	Actual date of completion	Remarks explaining reason for delays & works completed

Note: *A copy of Work order from the Department/Agency of the respective works must be attached.*

III. Qualifications and experience of key personnel for administration and execution of the contract -

Position	Name	Qualification	Years of Experience (General)	Years of Experience in proposed positions

IV. Availability of key Contractor's Equipment –

Item of Equipment	Requirement		Availability proposal			Remarks (from whom to be leased / purchased)
	No.	Capacity	Owned/leased to be procured	Nos. / Capacity	Age / Conditions	

FORM - B
FORM OF TECHNICAL BID

Group No. & Name of Work: _____

NIT No: _____

To _____ [Employer]

_____ [Address]

Sir,

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Document, including Addenda.
2. I/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. I/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. I/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. I/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. I/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 - C
FORM OF FINANCIAL BID

Group No. & Name of Work: _____

NIT No: _____

To

_____ [Employer]

_____ [Address]

Sir,

I/We, the undersigned, declare that:

1. I/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 Additional Conditions and Special Conditions, Specifications, Drawings, Bill of Quantities accompanying this Bid for a sum of _____ (Rupees _____) only.
3. I/We undertake to abide by the Final Sum coming out of the correction of arithmetical errors as indicated in the General Conditions of Contract.
4. I/We also undertake, if our Bid is accepted, to commence the work within the period as indicated in the Contract Document and to complete the whole work comprised in the Contract within the time stated in the Contract Document.
5. I/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;
6. I/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.
7. I/We understand that you are not bound to accept the lowest or any tender you may receive.
8. I/We do hereby submit our Financial Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory _____

Name _____

Title _____

Date _____

FORM - E

AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.

2. The undersigned also hereby certify that neither me/our firm M/S _____ has abandoned any works in India nor any contract awarded to us have been rescinded during the last five years prior to the date of this Bid.

3. The undersigned hereby authorize and request any Bank, person, firm or corporation to furnish pertinent information deemed necessary and required by the Department to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understand and agree that further information may be requested and agrees to furnish any such information at the request of the Department

(Signature of Authorized Signatory of the Contractor/Firm) _____

Name of the signatory _____

Title of the signatory _____

Date _____

FORM - F

UNDERTAKING

I, the undersigned do hereby undertake that I/our Firm M/S _____ would invest a minimum cash up to 25% of the value of the Work during implementation of the Contract.

Signed by an Authorized Signatory of the firm: _____

Title of the Signatory _____

Name of Firm _____

Date _____

FORM - G

BID VALIDITY FORM

I, the undersigned do hereby undertake that the Bid submitted by me or our Firm Mr./Ms./M/S _____ [name and address of Bidder] is valid for a period of _____ days and valid till _____.

Signed by an Authorized Signatory of the bidder/firm: _____

Title of the Signatory _____

Name of Firm _____

Date _____

FORM - H

**EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES BANK
CERTIFICATE**

This is to certify that Mr./Ms./M/S _____
is a reputed contractor/company/society /firm with a good financial standing. I/We, therefore
have confidence in him/her/the firm/company/society in the contract for the work, namely,
_____ is
awarded, and he/she/the firm/company/society would be able to implement the work smoothly
from accounts transaction operated by him/her/the firm/company/society in our bank till date.
His/her/the firm/company/society account no. is _____.

Signature of Bank Manager _____

Name of the Bank Manager _____

Address of the Bank _____

Stamp of the Bank

CONTRACT AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, 2025.

BETWEEN

1. Land Resources, Soil & Water Conservation Department, Govt. of Mizoram (Employer)

AND

2. _____ (Name & Address of the Contractor)

WHEREAS,

The Employer desires to engage the Contractor for execution of the Work, “Retaining Wall for installing machine house and godown at Chemphai, Bilkhawthlir, Kolasib District”,

WHEREAS,

The Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

1. Contract Documents -

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- i) This Contract Agreement;
- ii) Letter of Acceptance and Notice to proceed with the Work;
- iii) Contractor’s Bid;
- iv) General Conditions of Contract;
- v) Instruction to Bidders;
- vi) Drawings;
- vii) Bill of Quantities and
- viii) Any other important documents.

2. Contract Price -

Whereas, the Employer has agreed for awarding/ entrusting the “Retaining Wall for installing machine house and godown at Chemphai, Bilkhawthlir, Kolasib District” amounting to Rs. 4,87,000.00/- (Rupees Four Lakh, Eighty-Seven Thousand) only hereinafter referred to as “Work” on the terms and conditions set forth hereinafter.

And whereas, the Contractor has agreed to undertake and complete the “Construction of Composting Pit at Zamuang, Mamit District” amounting to Rs. 4,87,000.00/- (Rupees Four

Lakh, Eighty-Seven Thousand) only hereinafter referred to as “Work” on the terms and conditions set forth hereinafter.

3. Effective Date –

The Effective Date from which the Time for Completion of the whole Works shall be counted is the date 7 (Seven) days after issuance of Notice to proceed with the work and subject to fulfillment of the following conditions: (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor; (b) The Contractor has submitted to the Employer the performance security.

4. The Contractor hereby represents and warrants to the Employer as follows:

The Contractor is duly organized, validly existing and in good standing under the laws of Republic of India, and having full corporate power to conduct the business presently being conducted by it and is duly qualified to transact business with the Employer.

The execution, delivery and performance of the Contract by the Contractor have been duly authorized and approved by requisite corporate action of the Contractor.

The person signing this Agreement is fully authorized to represent the Contractor. The Contract Agreement when signed shall be binding on the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Employer

for and on behalf of the Contractor

(VANLALMUANPUIA CHHANGTE)
Director
Land Resources, Soil & Water Conservation
Mizoram, Aizawl

(Contractor)

In the presence of:

(LALLAWMAWMI RALTE)
Soil Conservation Engineer
Land Resources, Soil & Water Conservation
Mizoram, Aizawl

(Contractor Witness)

SECTION – V

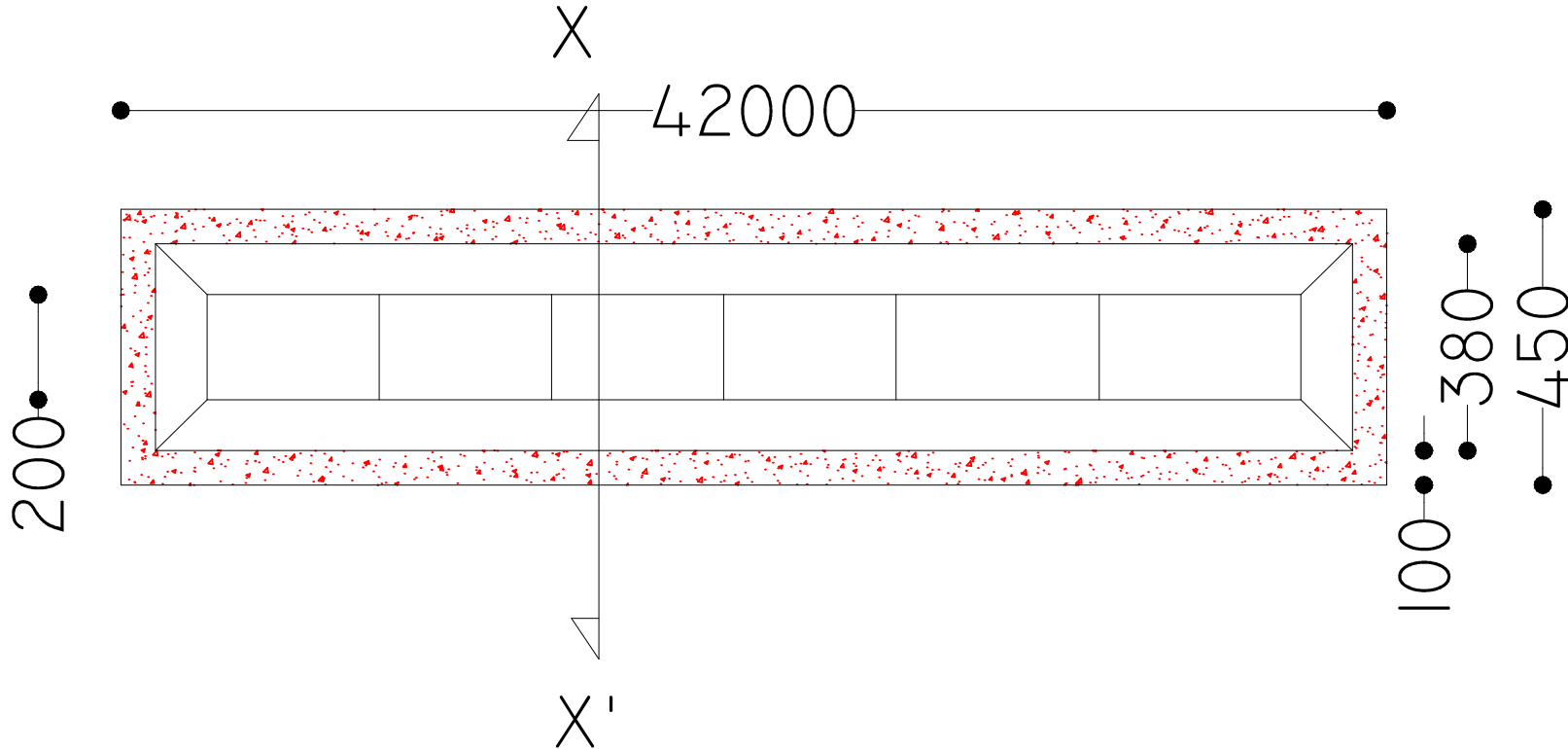
BILLS OF QUANTITIES (BOQ)

BILL OF QUANTITIES FOR CONSTRUCTION OF RETAINING WALL FOR INSTALLING ARECANUT MACHINE HOUSE AND GODOWN,CHEMPHAI,BILKHA WTHLIR RD BLOCK,KOLASIB DISTRICT.

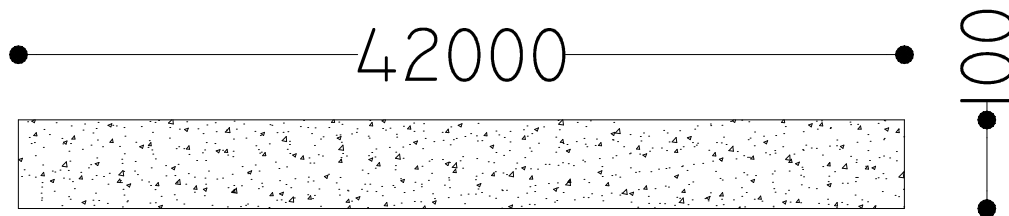
Sl no/ SOR no.	Particulars	Unit	Quantity	Rate per unit In figure	Rate per unit In words	Amount
1/ 4.03	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - All work upto plinth level:	Cum	2.73			
(a)	1:3:6(1 cement :3 coarse sand :6 stone aggregate 20mm nominal size)					
2/ 7.03	Coursed rubble masonry(First sort) with hard stone in foundation and plinth with:	Cum	50.40			
(a)	cement mortar 1 : 3 (1cement : 3 coarse sand)					
TOTAL=						

SECTION – VI

**ARCHITECTURAL & STRUCTURAL
DRAWINGS**



RETAINING WALL PLAN



PCC FLOORING L/S(42 X 0.2 X 0.1 M)

All the drawings are the property of 'LRS&WC Dept Govt of Mizoram.' and are not allowed to be modified, reproduced or made changes in the drawing without the consent of the Department.

all dimensions are in mms

Construction of Arecanut Retaining wall for installing Machine house and Go down, Chemphai, Bilkhawthir RD Block, Kolasib District.

SHEET NO:

1

SHEET TITLE:

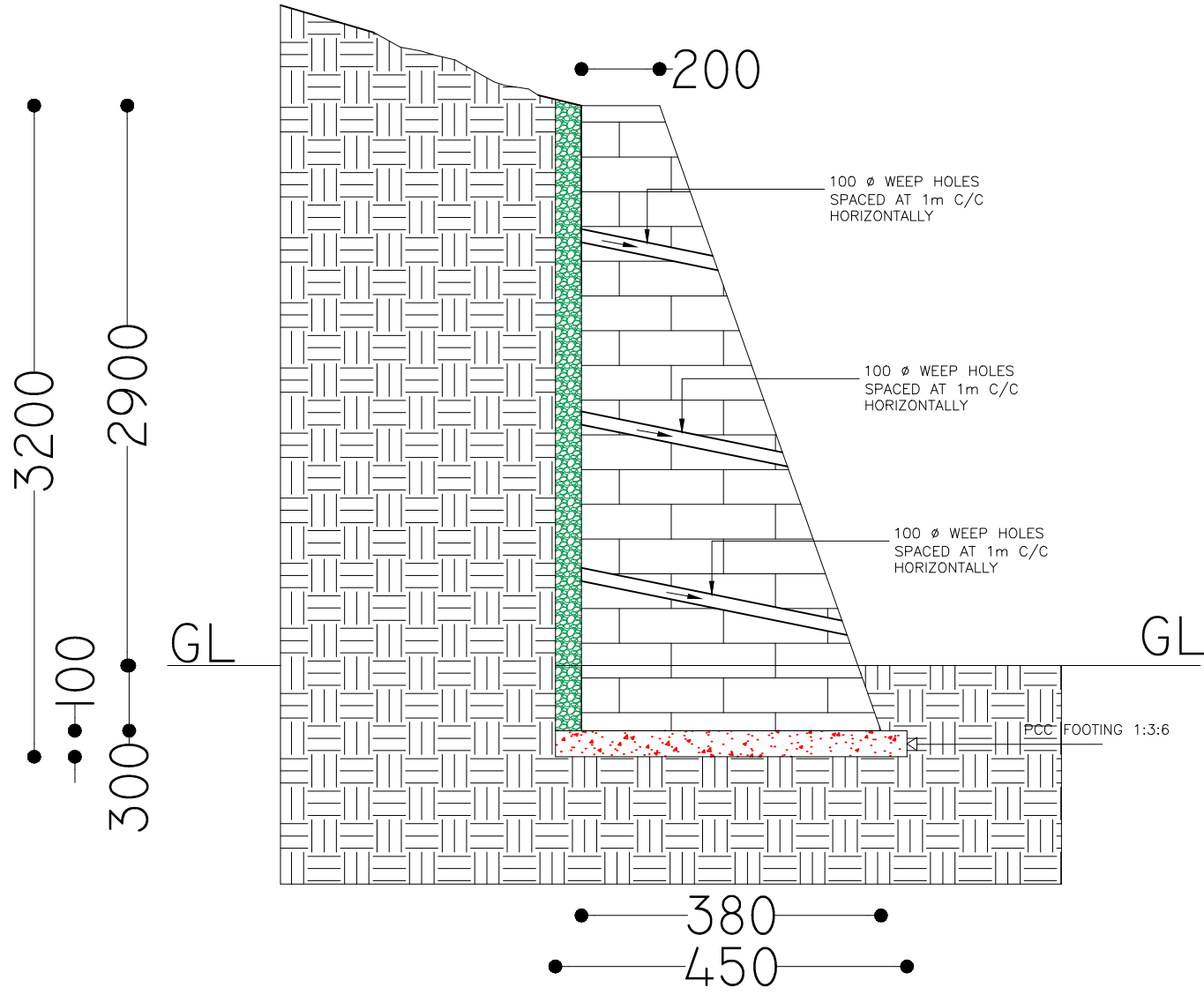
PLAN

DATED:

2024

Scale 1 : 100

LRS & WC
Govt of Mizoram.



All the drawings are the property of 'LRS&WC Dept Govt of Mizoram.' and are not allowed to be modified, reproduced or made changes in the drawing without the consent of the Department.

all dimensions are in mms

Construction of Arecanut Retaining wall for installing Machine house and Go down, Chemphai, Bilkhawthir RD Block, Kolasib District.

SHEET NO:

2

SHEET TITLE:

SECTION X-X'

DATED:

2024

Scale 1 : 100

LRS& WC
Govt of Mizoram.