

**Part – I**

**STATE PROJECT DIRECTOR**  
**MIZORAM RMSA MISSION**

(Name of Authority Inviting Tender)

1. Name of Work : Construction of Secondary School Building
2. Name of location/Village : \_\_\_\_\_
3. Amount : \_\_\_\_\_
4. Completion Period : Within 18 months from starting of the work
5. Date of issue of Inviting Tender : 22<sup>nd</sup> January, 2018
6. Deadline for receiving Bids : 21<sup>st</sup> February, 2018
7. Time & Date for Opening Technical Bids: 22<sup>nd</sup> February @ 11:00 AM
8. Time & Date for Opening Financial Bids : 22<sup>nd</sup> February @ 2:00 PM
9. Place of Opening Bids : Office of the State Project Director, RMSA
10. Last date of Bid validity : Ninety days from opening of Technical Bids
11. Officer inviting bids : State Project Director, Mizoram RMSA Mission.

**Part – II**  
**NOTICE INVITING TENDER (NIT) NO. 4 OF 2016-17**

1. The State Project Director, Mizoram RMSA Mission invites “***NOTICE INVITING TENDER***” from approved Contractor for Construction of Secondary School Building.
2. Detail can be obtained from the Office of the State Project Director, RMSA Mission, Top Floor, Directorate of School Education Building, Mc Donald Hill, Zarkawt, Aizawl (Tel – 0389 2346161, Tele/Fax 0389 2340377) on payment of Rs. 1000/- for New school and Rs. 500 for Addl. Classroom per document (Not refundable) on working days from 22<sup>nd</sup> January to 21<sup>st</sup> February during office hours.
3. Bids must be accompanied by Earnest Money of the amount specified for the work mentioned in the table. The Earnest Money has to be in the form of fixed deposit/deposit at call, etc in favour of State Project Director, Mizoram RMSA Mission.
4. The bid for the work shall remain open for acceptance for a period of 90 days from the date of opening of bids. If any bidder withdraws his bid before the said period or makes any modification in the terms and conditions of the bid. The said Earnest Money shall stand forfeited.
5. Other detail can be seen in the bidding Documents.

**Sd/-**  
**K.Lalthawmmawia**  
State Project Director  
Mizoram RMSA Mission

**Part – III**  
**INFORMATION TO BIDDERS (ITB).**

**1. Scope of Bid –**

1.1 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.

1.2 The Successful Bidder will be expected to complete the works by the intended completion date specified in part – I.

1.3 Extension of time will be allowed only if the Hindrance is submitted to State Project Director and were found reasonable.

**2. Eligible Bidders –**

2.1 This Invitation for Bids is opened to all bidders as defined in clause 3 of ITB.

2.2 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.

**3. Qualification of the Bidders-**

3.1 All Bidders shall include the following information and Documents with their bids.

(a) Attested Copies of documents defining the bidder is an eligible contractor (for particular work) of valid registered under Govt. of Mizoram or Govt. of India.

(b) Experience in commencing the same nature of Work with value of Works performed for each of the last 5 years certified from the concerned officer not below the rank of Executive Engineer or equivalent (in case of work under Govt.) and supported by copies of work order.

3.2 Each bidder must produce:

(a) An affidavit that the information furnished with the bid Documents is correct in all respects.

(b) HTPC

3.3 Work Methodology

3.4 Bank Certificate showing soundness of capital investments with the form given in Part IV

3.5 Applicable clearance certificate of Tax from Taxation Department; Govt. of Mizoram.

**4. Disqualification**

4.1 Absence of anyone of the documents stated on clauses 3 & 12.1 will be disqualified with the acceptance of the Bidders.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (a) Made misleading or false representation in the forms, Statements, Affidavits and attachment, submitted in proof of the qualification requirements, and /or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (c) Participated in previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the employers.
- (d) In quoting the Rates, bidder must take reference from the rate indicated in the Mizoram PWD Schedule of rates 2013.

### **5. No. of Bid per bidder**

5.1 Each bidder shall submit only 1 bid for 1 work. A bidder who submits more than 1 bid for the same work will cause the proposals with the bidder's participation to be disqualified.

### **6. Site Visit.**

6.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the site of work and its surroundings.

### **7. Pre-Bid Meeting –**

7.1 Pre-bid Meeting will be held at \_\_\_\_\_ on \_\_\_\_\_ Date \_\_\_\_\_ hours.

7.2 The Bidder or his authorize representative is invited to attend Pre-Bid Meeting.

7.3 The purpose of the Meeting will be to clarify issues and to answer Question to any matter that may be raised at the stage.

7.4 Non-Attendance at the Pre-Bid Meeting will not be a cause for disqualification of a bidder.

### **8. Amendment of Bidding Documents-**

8.1 Before the deadline for submission of bids, the employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be notified.

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

## **9. Language of Bids-**

9.1 All Documents relating to the bid shall be in English or Mizo.

## **10. Documents Comprising the Bids –**

10.1 The Bids submitted by the bidder shall be in two separate parts.

### **Part –I**

It shall be named “Technical Bid” and shall comprise of –

- (a) Earnest Money in a separate sealed envelope cover marked, “Earnest Money”.
- (b) Qualification information, supporting documents, affidavit as specified in clause 3 of ITB.
- (c) Tender Document giving signature in every page (including blank page).

### **Part – II**

It shall be named “Financial Bid” and shall comprise of -

- (a) Form of bid as specified in Part VI
- (b) Priced Bill of Quantities as specified in Part VIII

Each part shall be separately sealed and marked in accordance with sealing and marking instruction in clause 14.

## **11. Bid Price-**

11.1 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total bid price submitted by the bidder. The employer shall not be bound to any liability in this regard.

11.2 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment unless otherwise approved by SPD.

## **12. Earnest Money.**

12.1 The bidder shall furnish, as part of the bid, Earnest Money of 2% of the estimated cost.

12.2 The Earnest Money shall, at the Bidder’s option, be in the form of anyone of the following issued in favour of the name given in Part – I (Employer):

- i) Treasury Challan
- ii) Deposit at call receipt of a scheduled bank guaranteed by RBI
- iii) Banker’s cheque of a scheduled bank
- iv) Demand draft of a scheduled bank
- v) Fixed Deposit receipt (FDR) of a scheduled bank

12.3 The Earnest Money of unsuccessful bidders will be returned.

12.4 The Earnest Money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance security.

### **13. Format and Signing of Bids:**

13.1 The Bidder shall submit 1 set of the bid comprising of the Documents as describe in clause 10.

13.2 All Pages of the bid shall be signed by the person (bidder).

13.3 The bids shall contain no over writing, alteration or addition, except those to comply with instructions issued by the employer, 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 and initialing and dating it by the person (bidder).

### **14. Sealing & Marking of bids**

14.1 The Bidder shall place the two separate envelopes (called inner envelopes) marked “Technical Bid” and “Financial Bid” in one outer envelope. The inner envelope will have markings as follows:

#### **Technical Bid**

Technical Bid

To: (Name and Address of the Employer)

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

From: (Name and address of the Bidder)

#### **Financial Bid**

Financial Bid

To: (Name and Address of the Employer)

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

From: (Name and address of the Bidder)

The contents of the Technical and Financial Bids shall be as specified in clause 10.1 of ITB

14.2 The outer envelopes containing the Technical (including Earnest Money in separate Envelope) & Financial Bids shall contain–

Tender Document

To: (Name and Address of the Employer)

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

From: (Name and address of the Bidder)

### **15 Deadline for submission of Bids**

15.1 Complete Bids (Including Technical and Financial) must be received by the Employer at the address specified in the Part – I not later than the date and time indicated in Part – I

15.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with clause 8, in which case all rights and obligations of

the Employer and the Bidders previously subject to the Original deadline will then be subject to the new deadline.

## **16 Bid Opening**

16.1 The Employer will open the Bids received (Except those received late) in the presence of the Bidders/Bidders' representatives who chose to attend at the time, date and place specified in the Part – I

16.2 The envelope containing the Technical Bid only shall be opened.

16.3 In all other cases the availability of Items defined in Clauses 3 & 12 will be accepted.

16.4 Evaluation of Technical Bids with respect to Bid Security, Qualification information and other information furnished in Part – I of Clause 10.1 shall be taken up immediately.

16.5 The Employer shall notify, whose Technical bids are found responsive, date, time and place of opening as stated in Part – I

16.6 At the Time of opening of the Financial Bids, the names of the bidders whose bids were found responsive in accordance with clause 16.4 of ITB will be announced. The financial bids of only those bidders will be opened. The remaining bids will be returned unopened to the Bidders. The responsive bidders' names, the bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer 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.

16.7 The Employer shall prepare the minutes of the opening of the Financial Bids.

## **17 Process to be Confidential**

17.1 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 to the successful bidder has been announced. Any attempt by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

## **18. Clarification of Bids and Contacting the Employer**

18.1 No Bidder shall contact the Employer on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

18.2 Any attempt by the Bidder to influence the Employer's Bid evaluation, Bid comparison or contract award decision may result in the rejecting of his/her Bid.

## **19 Examination of Bids and determination of Responsiveness**

19.1 During the detailed Evaluation of “Technical Bids” the Employer will determine whether each bid (a) meets the eligibility criteria define in clauses 3, (b) has been properly signed, (c) Is accompanied by the required securities/EMD and, (d) Substantially responsive to the requirement of the Bidding Documents. During the detailed Evaluation of the “Financial Bid”, the responsiveness of the Bid will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, Technical Specifications and drawings in short the responsiveness eligibility and/or Qualification of the Bidder shall be Evaluated based on:-

- i. Financial capability of the bidder.
- ii. Capability of the Bidder to Mobilize and deploy the required manpower.
- iii. The Bidder capability to manage similar nature of work.
- iv. The bidder past performance and experience in executing similar contract work.
- v. The bidder past litigation history.
- vi. The methodology and Schedule proposed for the work
- vii. Any other documents submitted by the bidder to augment the advantage in commencing the work.

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

19.3 If a financial bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

19.4 Other things being equal, preference will be given to the Consultant personnel with a minimum of Class – VIII level of Mizo language and having experience in working similar work inside the State of Mizoram.

## **20. Award Criteria**

20.1 The Employer will award the contract to the bidder whose bid has been determined 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 2 and Qualified in accordance with the provision of Clause 3.

20.2 The Employer 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 Employer’s action.

20.3 The employer will have the right not to award the lowest bidder without announcing any reason behind.

## **21. Notification of Award & Signing of Agreement:**



21.1 The bidder whose bid has been accepted will be notified to Award by the Employer prior to expiration of the Bid Validity Period. This letter will state that the employer will pay to the contractor in consideration of the Execution and Completion.

21.2 The Notification of the Award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of clause 22.

21.3 The Agreement will incorporate all agreement between the employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security is furnished.

## **22. Performance Security:**

22.1 Within 15 days after receipt of Letter of Acceptance, the successful bidder shall deliver to the employer a performance security of 5% of the contract cost.

22.2 The Performance security shall be either in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of the Employer, from a Commercial Bank.

22.3 Failure of the Successful bidder to comply with the requirement of clause 22.1 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 of the Employer.

## **23. Liquidated Damages:**

23.1 In case of abandoning of Works or incompleteness of work within the time period stated in Part I, 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 if and only if the time extension is not allowed as per Clause No. 1.3 of ITB.

**Part – IV**

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF  
CREDIT FACILITIES.  
BANK CERTIFICATE**

This is to certify that M/S \_\_\_\_\_ is a reputed company/society /firm with a good financial standing.

We therefore have confidence in him/her/the firm/company/society if the contract for the work, namely, \_\_\_\_\_ is awarded, 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 \_\_\_\_\_

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Stamp of the Bank

**Part – V**  
**Letter of Acceptance**

(Date)

To:

\_\_\_\_\_  
(Name of the Contractor)

\_\_\_\_\_  
(Address of the Contractor)

This is to notify you that the Employer, namely, \_\_\_\_\_ has accepted your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_

\_\_\_\_\_  
(name of the Contract and identification number, as given in the Contract Data) for the Contract Price of Rupees \_\_\_\_\_

\_\_\_\_\_ (amount in figures and words) as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby requested to furnish Performance Security, bid in the form detailed in Cl.22 of ITB for an amount of Rs \_\_\_\_\_ within 10 day of the receipt of this letter of acceptance valid up to 45 days from the date of expiry of Defects liability Period \_\_\_\_\_ and sign the contract, failing which action as stated in 22.3 of ITB will be taken.

Yours faithfully,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Part - VI**  
**Form of bid**

To, (Name of the Employer) : The State Project Director  
Address (Address of the Employer) : Mc. Donald Hill,  
Zarkawt, Aizawl  
Description of the Work : Construction of Secondary School Building  
Name of School : \_\_\_\_\_

1. I/We offer to execute the works described above and remedy any defects therein, and carry out the Conditions of contract, specifications, drawings, Bill of Quantities and Addenda for item rate Contract (Total Bid Price) Rs. \_\_\_\_\_ (in figures)  
\_\_\_\_\_ (in words)

2. We undertake to commence the works on receiving work order in accordance with the contract documents.

3. This Bid and your written acceptance of it shall constitute a binding contract between us. We understand that that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Earnest Money required by the bidding documents and specified in the Appendix to ITB

**Signature of bidder (or authorized):** \_\_\_\_\_

**Name of Bidder** : \_\_\_\_\_

**Address** : \_\_\_\_\_

\_\_\_\_\_

Note : The Bidder shall fill in and submit this Bid form with the Bid

**Part – VII**  
**TERMS OF REFERENCE (TOR)**

1. **Background:**

The Rashtriya Madhyamik Shiksha Abhiyan is to provide useful and relevant education for all children in the 14 to 18 age group by 2017. RMSA is an effort to universalize Secondary Education by community ownership of the school system. It is a response to the demand for quality basic education all over the country, through provision of community owned quality education in a mission mode.

Construction of school rooms and other civil works is one of the activities under RMSA. The civil works includes the construction of New Schools, Strengthening of existing Schools by giving different rooms like Classrooms, Library, Science Laboratory, Computer Room, Art/Craft/Culture Room, Separate Toilet for boys & girls, etc.

2. **Objectives**

The main objective of this assignment:

- To obtain independent & objective assessment of the technical quality of all construction works to be completed.
- To assure that the civil works are constructed with good construction materials & as per desired standards of good quality construction.

3. **Governing Factors.**

3.1 The Contractor is preferably to have prior experience at least for 5 years in the field of Civil Works and completed a similar magnitude of works that covered in the proposed project.

3.2 The Contractor shall execute according to the items given in Bill of Quantities.

3.3 The Contractor shall not have the right to alter the conditions at any cost. In case of any alterations is found necessary in the specifications, the same shall be brought to the notice of State Project Office immediately.

3.4 The assignment mentioned herein is intended to be job oriented and not time oriented and the consultant/implementing agency shall not be entitled to claim any compensation in the event of the time estimated for the completion of the work being extended for any reason what so ever.

3.5 In order to ensure the quality and timely completion of the work, Contractor should remain present in contact with SPO.

3.6 Rates agreed shall be firm till the completion of work inclusive of transportation, stationary, communication charges, service Tax and all other application taxes.

**4. Report to:**

State Project Director, Mizoram RMSA Mission, Directorate of School Education Building Top Floor, Mc Donald Hill, Zarkawt, Aizawl.

**5. Stages of Deposit and Payments**

5.1 A security Deposit will be retained by SPD. The security deposit amount so recovered will be returned after 4 months of receipt of the final report if there is no structural defect in the construction.

5.2 Payment Schedule.

| Sl.No | Release                           | Release of Payment                                                                                                                                    |
|-------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | 1 <sup>st</sup> Release           | 10% of the approved amount along with the acceptance of Work order, as advance and adjustable in succeeding Bills as Mobilisation Advance.            |
| 2     | 2 <sup>nd</sup> Release till Last | According to the work done by the contractor                                                                                                          |
| 3     | Refund of Security Deposit        | After 4 months of completion of the work or final bill is released and if there is not any damage in the construction with the acceptance of the SPD. |

5.3 Payments must be made by SPD through the concerned DPO and SMDC.

5.4 Original copy of MVAT clearance from Taxation Department must be submitted in every Bill failing.

**6. Inputs from State Project Office, SSA:**

6.1 The State Project Office will provide the required information to the Contractor.

**7. General Requirements:**

7.1 The State Project Director reserves full right to alter its requirements.

7.2 The decision of State Project Director will be final in all the matters.

7.3 In case of necessity for sudden change of location or if the drawing is not matched with the selected location, the engineer-in-charge shall have the authority with the acceptance of SPD to change the design within the limit of existing contract amount.

7.4 In case of any alteration of construction amount due to change in sanctioning amount from the central govt., design and estimate may be modified accordingly. In such case, the contractor or the implementing agency shall not have the right to claim the original amount by any means.

7.5 All bill will be paid according to work done by maintaining MB (Measurement Book) by the contractor.

## **8. Force Majeure**

8.1 Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of Force Majeure. (ref: 8.5.20 of FM&P)

## **9. Award of Contract and Publication of contract award:**

9.1 Single offers received in response to this open tender should also be considered for award if it is determined that publicity was adequate, bid specifications / conditions were not restrictive or unclear and bid prices are considered reasonable. If such conditions are not met, retendering should take place.

**Part – VIII**  
**BILL OF QUANTITIES**  
*(To be submitted in the Financial Bid)*