

TENDER DOCUMENT

**CONSTRUCTION OF FARM
HUTS AT LUNGLENG-I**



MIZORAM SCIENCE, TECHNOLOGY & INNOVATION COUNCIL
MINECO, KHATLA, AIZAWL

The Agreement:

Name of Work: Construction of Farm Huts at Lungleng-I

Amount of Work/Tender Value : INR 32,61,284.00/- (Rupees Thirty Two Lakh Sixty One Thousand Two Hundred and Eighty Four

For undertaking 40 numbers of 'Construction of Farm Huts at Lungleng-I,' Mizoram.

WHEREAS, the Employer has agreed for awarding/entrusting the works relating to Construction of Farm Hut at Lungleng - I, Mizoram on "Payment bill contract basis" herein after referred to as "Project" on the terms and conditions set forth hereinafter;

And whereas the Executing Agency has agreed to undertake and complete the works on payment- bill contract basis.

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Name of Work: Construction of Farm huts at Lungleng-I

Sl. No.	Components of Work	Tender Amount (In Rupees)	Earnest Money		Time of Completion (in working months, excluding Monsoon months)
			Non-Tribal	Tribal	
			2.0% of col. (3)	1.0% of col. (3)	
1	2	3	4	5	6
1.	Farm Huts at Lungleng-I	32,61,284.00/- (40 units @ ₹ 81,532/- each)	65,225.68/-	32,612.84/-	2 (Two months)
	Total	32,61,284/-			


(H. LALSAWMLIANA)
Member Secretary
Mizoram Science, Technology &
Innovation Council

NOTICE INVITING TENDER

(No. 3 of 2024-25)

On behalf of the Mizoram Science, Technology & Innovation Council, the Member Secretary invites bids in two-envelope system from eligible registered contractor/firms for construction of Farm Huts at Lungleng-I under the project Fostering SDG No. 9. Tender documents and other details can be obtained from the office of MISTIC, Directorate of Science & Technology, MINECO, Aizawl (Tel : 0389-2336486) during office hours, <https://mistic.mizoram.gov.in> and Mizoram e-tender site which will be received by the undersigned on or before 14.1.2025 (12:00 noon) and will be opened at 2:00 pm on the same day.



(H. LALSAWMLIANA)
Member Secretary
Mizoram Science, Technology &
Innovation Council

TENDER APPLICATION FORM

The following tender application format with duly filled in details should be used for submission of tender.

To,

The Member Secretary
Mizoram Science, Technology & Innovation Council Aizawl, Mizoram

Subject : Submission of Tender for Construction of Farm Huts at Lungleng-I

Reference: Your Tender NIT No.

Sir,

In response to your Tender Notice No. 3 of 2024-25 cited above, I have the honor to submit herewith my tender for the works given below for favour of your kind acceptance.

Name of Work : Construction of Farm Huts at Lungleng-I

My Particulars are given below :-

1. Name of Tenderer (in block letter) :
2. Address:
3. Contact No. and Email:
4. Tenderer/Contractor tendered Amount:
5. Valid Contractor/Firm Registration No:

Whether the following certificates/docments attached or not (Yes/No) :-

1. GST registration Certificate:
2. Valid House Tax Payee Certificate :
3. Tribal Certificate (for tribal) :
4. Valid work experience :
5. Technical person details :
6. Earnest Money:

Yours faithfully

Signature with Date
(NAME OF CONTRACTOR IN CAPITAL LETTER)
Contractor Seal

INSTRUCTION TO TENDERERS

I. TERMS & CONDITIONS

1. Tender will be received upto 12:00 PM on 14/01/2025 and will be opened on 14/01/2024 at 2:00 PM.
2. Sealed tenders in two envelope system (Technical bid and Financial Bid) shall be addressed to the Member Secretary, Mizoram Science, Technology & Innovation Council, Aizawl, Mizoram with NIT No., and name of work clearly written on the cover. Unsealed Tenders shall be summarily rejected.
3. Rate must be quoted both in figure and in words.
4. Before tendering, the contractor shall have the right to inspect the site to fully acquaint himself/herself about the condition in regard to accessibility of site, nature and extend of ground working conditions including stocking of materials, installation of tools & plants etc., conditions affecting accommodation and movement of labor etc., required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Department in any circumstances.
5. Canvassing directly or indirectly in connection with the Tender is strictly prohibited and the tender submitted by the contractor, who resort to canvassing will be liable to be rejected.
6. Each page of tender book and BOQ should be read carefully and signed with the date on both sides after attending other needful. The Contractor should read the specification and study the working drawing carefully before commencing the work.
7. All corrections in the Tender must be dated initialed by the Tenderer before submission of the tender, without which the tender will be rejected.
8. The permissible lower limit while considering tenders is fixed at 5% of estimated cost and the permissible upper ceiling is fixed at 10% of the estimated cost as per Finance Department Memo No. H. 11021/1/2024-FEC dated 5.7.2024.
9. The tenderer or his representative may be present at the time of opening of tender.
10. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
11. The undersigned reserve the right to reject any or all of the tenders without assigning any reasons thereof and he does not bind himself for selection of the lowest tender.
12. The Tender shall be in conformity with the guideline in Mizoram “Item Rate Tender & Contract, Agreement CPWD Form 8” and the “CPWD Works Manual, Central Public Works Department.
13. 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 bidder is 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. Bids made by telegram or telex and those received late will not be entertained.
14. The bid should be in handwritten form/typewritten form. The bidder should sign each page of the application.
15. Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting.
16. Any information furnished by the bidder found to be incorrect either immediately or

at later date, would render him liable to be debarred from tendering/taking up of work under MISTIC.

17. If there arise a condition in which selection of firm is difficult on account of bidding rate, tossing method may be used for selection of firm.

II. SUBMISSION OF TENDER

1. The Tender shall be prepared according to “Terms and Conditions” and instructions given in this document.
2. The Tender shall be submitted in the form of “Application Form for Tender Document” attached in this document.
3. The Tender, including attached supplementary data and information, shall be placed in a sealed envelope marked with **Tender Number and Name of Work and it shall be addressed to the Member Secretary, MISTIC: Aizawl.**
4. The bidder is advised to visit the site of work at his own cost and examine it and its surroundings to satisfy himself, collect information that he considers necessary for proper assessment of the prospective assignment.
5. If the bidder is an individual, the application shall be signed by him above his **full written name and current address.**
6. If the bidder is proprietary firm, the application shall be signed by the proprietor above his **full written name and the full name of his firm with its current address.**
7. If the bidder is firm in partnership, the application shall be signed by **all partners of the firm above their full type written names and current addresses with seal.**
8. **Document etc.** required for submission
 - (a) Valid Contractor Registration Certificate (attested).
 - (b) Contractor GST Registration Certificate (attested).
 - (c) For tribal tenderer, valid House Tax Payee Certificate (attested) and Tribal Certificate (attested).
 - (d) For Govt. Empaneled Firms, a valid copy of latest Govt. Notification should be attached.
 - (e) Valid work experience (in list and attested) should be attached alongwith (if any).
 - (f) The Tenderer must have at least one Site Engineer. A copy of technical person details with experience shall be enclosed.
9. **Earnest Money** : The bidder shall furnish, as part of the bid, **Earnest Money** (2% for non-tribal, 1 % for tribal) of the bid value in the form of Demand Draft of a Scheduled Bank guaranteed by the Reserve Bank of India and issued in favour of the Member Secretary, Mizoram Science, Technology & Innovation Council. The Demand Draft shall be payable at Aizawl and valid for at least 3 months.

III. OTHER INSTRUCTIONS

1. **Extension of Tender Closing :** Employer may extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
2. **Expenses in The Preparation of Tender :** The Tenderer shall be responsible for all expenses or loss incurred in the preparation and submission of his Tender.
3. **Tender Price/Contract Price**
 - a) The Tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities.
 - b) Items for which no rate or price is entered by the Tenderer will not be paid when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (BOQ).
 - c) The tender price/contract price shall be estimated in Indian Rupees (Rs.).
 - d) The contract price shall include all costs for the work such as costs for transportation, risk, overhead, profit, tax and all other applicable charges.
 - e) The Contractor shall not have right to claim any additional costs even due to price increase of any factors for the contracted work and for any other reasons.
 - f) The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.
 - g) The brief description of the items given in the Bill of Quantities in no way modifies or supersedes the detailed descriptions given in the Specifications for the full direction and description of the works and materials.
 - h) The quantities set forth in the Bill of Quantities are believed to be approximately correct, and represent substantially the Work to be carried out, and subject to the actual quantities.
 - i) Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
 - j) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
4. **Taxes And Related Charges :** All taxes, levies, imposes, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Republic of India, or any sub-divisions thereof or any taxing authority therein, upon the Contractor and his staff which not specified above shall be paid and/or borne by the Contractor.
5. **Tender Validity:** Tender shall remain valid for two (2) months. The Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' response shall be made in writing. A Tenderer may refuse the request in which case he may withdraw his Tender without penalty. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender.
6. **Opening of Tender:** Tender will be received upto 20/09/2023 till 12:00 noon and will be opened on the same day at 2:00 pm. All Tenderers who have submitted the Tender may attend the above Tender opening meeting, and the Tender Price of all the submitted Tenders will be informed to the Tenderers. Following the opening of

Tenders, the Employer will communicate to the selected Tenderer its intention to negotiate a Contract.

7. **Correspondence:** Correspondence related to the Work and the Contract shall be made in English and metric unit system unless otherwise approved by Employer. The correspondence to the Employer shall be addressed to: Member Secretary, Mizoram Science, Technology & Innovation Council, Mizoram: Aizawl-796 001

IV. AWARD OF CONTRACT

1. The employer reserves the right, without being liable for any damage or obligation to inform the bidder, to;
 - (a) Amend the scope and value of contract to the bidder
 - (b) Reject any or all the application without assigning any reason.
2. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. **Canvassing** of any kind is prohibited.
3. After the Contract is negotiated, the successful Tenderer will be invited for the **signing of the Contract**. The Contract will be awarded to the most qualified and responsible Tenderer offering a Tender in conformity with the terms and conditions of the Tender Documents.
4. Upon receipt of the signed agreement from the Tenderer, the Employer will, within seven (7) days notify the other Tenderer that their Tenders have been unsuccessful.
5. **Earnest Money** Deposited by the unsuccessful bidder shall be released immediately after finalization of the tender process.
6. **Security Deposit:** - 5% of the total tendered amount should be deposited as Security Deposit in the form of Bankers Cheque or Demand Draft by the Contractor/Executing Agency in favour of the Member Secretary, MISTIC :Aizawl in any of the following forms within 7-days from the date of issue of Letter of Award (LoA) prior to signing of the contract agreement. In case if the contractor agreed that the earnest money deposited be treated as part of the Security Deposit, he/she may deposit the remaining percentage in order to reach 5% of the tendered amount.

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

GENERAL CONDITIONS OF CONTRACT

Definitions

1. **The Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Member Secretary, MISTIC and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer/Officer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - I. **The expression works** or work shall, unless there be something either in the subject or context unacceptable to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. The Project means- constructing of Construction of Farm hut at Lungleng-I, Mizoram.
 - II. **The Site** shall mean the land/or other 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.
 - III. **The Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - IV. **The Employer** means the Mizoram Science Technology and Innovation Council (MISTIC).
 - V. **The Engineer/Officer-in-Charge** means the Officer who shall supervise and be in charge of the work assigned by the Member Secretary, MISTIC
 - VI. **Approval** will mean the approval in writing by the Member Secretary of MISTIC.
 - VII. **Accepting Authority** shall mean the Mizoram Science & Technology, Innovation Council (MISTIC).

- VIII. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of MISTIC, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by MISTIC of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to MISTIC's faulty design of works.
- IX. **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the MISTIC of Mizoram hereunder, with the amendments thereto issued upto the date of receipt of the tender.
- X. **District Specifications** means the specifications followed by the Mizoram MISTIC in the area where the work is to be executed.
- XI. **Tendered value** means the value of the entire work as stipulated in the Letter of Award.
- XII. **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in the Work Order or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Scope and Performance

- 3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

Works to be carried out

6. 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 (BOQ) 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.

Sufficiency of Tender

7. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates quoted in the Tender Document, which rates shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works

Discrepancies and Adjustment of Errors

8. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

8.1 In the case of discrepancy between the Bill of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:

(i) Description of Schedule of Quantities.

(ii) Drawings.

(iii) CPWD Specifications/MPWD Specifications

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

CLAUSES OF CONTRACT

CLAUSE 1 : PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in the Letter of Award .This guarantee shall be in the form of Banker's Cheque /Demand Draft of any scheduled bank in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially be valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee can be retained as Security Deposit. The same shall be returned year wise proportionately.
- (iii) The Engineer/Officer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Member Secretary, MISTIC is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer/Officer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay Member Secretary, MISTIC any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer/Officer-in-Charge.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall

stand forfeited in full and shall be absolutely at the disposal of the Member Secretary, MISTIC.

CLAUSE 2 : Compensation for Delay

If the contractor fails to maintain the required progress in terms of clause 5 or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the MISTIC on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in Clause 5 or that the work remains incomplete. This will also apply to items or group of items for which a separate period of completion has been specified.

(i) Compensation @ 1 % per month of delay for delay of work from the Tender Value

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10 % of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the MISTIC. In case, the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of Clause 5.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 3 : When Contract can be Determined

Subject to other provisions contained in this clause, the Engineer/Officer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Engineer/Officer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer/Officer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer/Officer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer/Officer-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/ or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer/Officer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in MISTIC service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for MISTIC.
- (vi) If the contractor shall enter into a contract with MISTIC in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer/Officer-in-Charge.
- (vii) If the contractor had secured the contract with MISTIC as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of Integrity Agreement.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for

administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer/Officer-in-Charge on behalf of the Member Secretary, MISTIC shall have powers:

- a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer/Officer-in-Charge shall be conclusive evidence). Upon such determination, the Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of MISTIC
- b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer/Officer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled

to be paid the value so certified.

CLAUSE 3A :

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In case contractor wants to close the contract, he shall give notice to MISTIC stating the failure on the part of MISTIC. In such eventuality, the Performance Guarantee of the contractor shall be refunded within following time limit of 21 days.

CLAUSE 4

Contractor liable to pay Compensation even if action not taken under Clause 3

In any case in which any of the powers conferred upon the Engineer/Officer-in-Charge by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer/Officer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer/Officer-in-Charge which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Officer-in-charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Officer-in-charge, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Engineer/Officer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Engineer/Officer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and Extension for Delay

The time allowed for execution of the Works is two months from the date of issue of Work Order or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in the Work Order or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid,

MISTIC shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

5.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by MISTIC. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer/Officer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents.

PROGRAMME CHART

(i) The Contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Officer -in- Charge within ten days of award of the contract.

(ii) The programme chart should include the following: (a) Descriptive note explaining sequence of the various activities.

Programme for procurement of materials by the contractor. Programme of procurement of machinery / equipments having adequate capacity, commensurate with the quantum of work to be done within the stipulated period, by the contractor. In addition to above, to achieve the progress of Work as per programme, the contractor must bring at site adequate shuttering material required for cement concrete and R.C.C. works etc. for three floors within one month from the date of start of work till the completion of RCC work as per requirement of work. The contractor shall submit shuttering schedule adequate to complete structure work within laid down physical milestone.

(iii) If at any time, it appears to the Engineer/Officer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work.

(iv) The submission for approval by the Engineer/Officer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer/Officer-in-Charge to take action against the contractor as per terms and conditions of the agreement.

5.2 If the work(s) be delayed by:

(i) force majeure, or

- (ii) abnormally bad weather, or
- (iii) serious loss or damage by fire, or
- (iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) delay on the part of other contractors or tradesmen engaged by Officer-in-Charge in executing work not forming part of the Contract, or
- (vi) any other cause which, in the absolute discretion of the Engineer/Officer-in-Charge is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer/Officer-in-Charge to proceed with the works.

- 5.3** Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the authority. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4** In any such case the authority may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension or rescheduling of the milestones shall be communicated to the Contractor by the authority in writing, within 3 months or 4 weeks of the date of receipt of such request respectively. Non application by the contractor for extension of time/ rescheduling of the milestones shall not be a bar for giving a fair and reasonable extension/ rescheduling of the milestones by the authority and this shall be binding on the contractor.

CLAUSE 6

Measurements of Work Done

Engineer/Officer-in-Charges shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in **Measurement Book** and/or level field book so that a complete record is obtained of all works performed under the contract.

All measurements and levels shall be taken jointly by the Engineer/Officer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such

measurements shall be signed and dated by the Officer -in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Engineer/Officer-in-Charge or his representative, the Engineer/Officer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer/Officer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a *mutually agreed method* shall be followed.

The contractor shall give, not less than seven days' notice to the Engineer/Officer-in-Charge or his authorized representative in charge of the work, *before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent* in writing of the Engineer/Officer-in-Charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Officer-in-charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer/Officer-in-Charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or

levels.

It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

CLAUSE 7

Payment and Schedule of Payment:

- 1.1 The Engineer shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the work in the relevant amounts and under conditions set forth in Sub- Clause 51(3) of the Contract Data (Secured Advance).
- 1.2 The value of work executed shall be determined by the Engineer.
- 1.3 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities Completed.
- 1.4 The Engineer 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.
- 1.5 Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer/Officer in Charge.
- 1.6 If an amount certified is increased in a later certificate as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payments as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 1.7 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

CLAUSE 8

Completion Certificate and Completion Plans

Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer/Officer-in-Charge and within thirty days of the receipt of such notice, the Engineer/Officer-in-Charge shall inspect the work and if there is no defect in the work, shall furnish the contractor with a final certificate of completion, otherwise a provisional certificate of physical completion indicating defects

(a) to be rectified by the contractor and/or

(b) for which payment will be made at reduced rates, shall be issued.

But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floor or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution; thereof, and not until the work shall have been measured by the Engineer/Officer-in-Charge. If the contractor shall fail to comply with the requirements of this Clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of work, the Engineer/Officer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

CLAUSE 8A

Contractor to Keep Site Clean

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Engineer/Officer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer/Officer-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 8B

Completion Plans to be Submitted by the Contractor

The contractor shall submit completion plan as required vide General Specifications for Electrical works (Part-I internal) 2005 and (Part-II External) 1994 as applicable within thirty days of the completion of the work.

The contractor shall submit completion plan for water, sewerage and drainage line plan within thirty days of the completion of the work.

In case, the contractor fails to submit the completion plan as aforesaid, the department will get it done through other agency at his cost and actual expenses incurred.

CLAUSE 9

Payment of Final Bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer/Officer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer-in-charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Officer-in-Charge or his authorized representative within 3 months

CLAUSE 9A

Payment of Contractor's Bills to Banks

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Engineer/Officer-in-Charge

- (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and
- (2) his own acceptance of the correctness of the amount made out as being due to him by MISTIC or his signature on the bill or other claim preferred against MISTIC before settlement by the Engineer/Officer-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly received and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

CLAUSE 10

Materials supplied by MISTIC

MISTIC will not supply any materials to the contractor.

CLAUSE 10A

Materials to be provided by the Contractor

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the MISTIC. The contractor shall, at his own expense and without delay, supply to the Officer -in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the

contract. The contractor shall, if requested by the Officer -in-Charge furnish proof, to the satisfaction of the Engineer/Officer-in-Charge that the materials so comply. The Engineer/Officer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer/Officer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer/Officer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer/Officer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer/Officer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer/Officer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Officer -in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer/Officer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer/Officer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer/Officer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer/Officer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

CLAUSE 10 B

Dismantled Material As MISTIC's Property

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as MISTIC's property and such materials shall

be disposed off to the best advantage of MISTIC according to the instructions in writing issued by the Engineer/Officer-in-Charge.

CLAUSE 11

Work to be Executed in Accordance with Specifications, Drawings, Orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer/Officer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Mizoram Public Works Department specified in any Bureau of Indian Standard or any other, published standard or code or, Schedule of Rates or any other printed publication referred to elsewhere in the contract.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

CLAUSE 12

Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Engineer/Officer-in-Charge shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer/Officer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer/Officer-in-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) MISTIC shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however MISTIC shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by MISTIC, cost of such materials as detailed by Officer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.
- (v) The contractor shall, if required by the Officer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

Clause 13

Carrying out part work at risk & cost of contractor

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Officer-in-charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Officer-in-charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Engineer/Officer-in-Charge.
- (iv) The Officer-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to MISTIC, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:
 - a. Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or

- b. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Engineer/Officer-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by MISTIC because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Engineer/Officer-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at this agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by MISTIC in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by MISTIC as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to MISTIC in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Engineer/Officer-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Officer-in-charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 14

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Officer-in-charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as

the Engineer/Officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- (a) on account of any default on the part of the contractor or;
- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Officer -in- Charge.

- (ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - (a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - (b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Officer -in- Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Officer -in-Charge within fifteen days of the expiry of the period of 30 days.
- (iii) If the works or part thereof is suspended on the orders of the Engineer/Officer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer/Officer-in-Charge requiring permission within fifteen days from receipt by the Officer in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by MISTIC or where it affects whole of the works, as an abandonment of the works by MISTIC, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer/Officer- in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by MISTIC, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He

shall, however, be entitled to such compensation, as the Engineer/Officer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer/Officer-in-Charge within 30 days of the expiry of the period of 3 months.

CLAUSE 15

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Officer –in-charge, his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer/Officer-in-Charge or his authorized subordinates in charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months of the completion of the work from the Engineer/Officer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Officer -in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer/Officer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor.

Decision of the Engineer/Officer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 16

Contractor Liable for Damages, defects during defect liability period

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

CLAUSE 17

Contractor to Supply Tools & Plants etc.

The contractor shall provide at his own cost all materials, machinery, tools & plants. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer/Officer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer/Officer-in-Charge

at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18

Labour Laws to be complied by the Contractor

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 18A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 18 B

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through subcontractors, wages not less than fair wages as defined in the C.P.W.D. Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

CLAUSE 18 C

The contractor shall submit by the 4th and 19th of every month, to the Officer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and

- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to MISTIC, a sum not exceeding Rs.200/- for each default or materially incorrect statement.

CLAUSE 18 D

In the event of the contractor(s) committing a default or breach of any of the provisions of the Central Public Works Department, Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the MISTIC a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Officer -in-Charge shall be final and binding on the parties.

CLAUSE 18 E

The contractor(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Officer-in-Charge.

- (i) Water Supply – The contractor(s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/ their own cost make arrangements for laying pipe lines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
- (ii) The site selected for the camp shall be high ground, removed from jungle.
- (iii) Disposal of Excreta - The contractor(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the contractor and paid direct by him to the Municipality/authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

- (iv) Drainage - The contractor(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
- (v) The contractor(s) shall make necessary arrangements for keeping the camp areas sufficiently lighted to avoid accidents to the workers.
- (vi) Sanitation - The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

CLAUSE 18 F

The Engineer/Officer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour.

CLAUSE 18 G

It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer/Officer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Officer -in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 3% of tendered value of work may be imposed by the Member Secretary, MISTIC whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Member Secretary, MISTIC, through a notice, may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 19

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of the Officer-in Charge. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of MISTIC in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Officer-in-Charge on behalf of the Member Secretary, MISTIC shall have power to adopt the course specified in Clause 3 hereof in the interest of MISTIC and in the event

of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLAUSE 20

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 21

Settlement of Disputes & Arbitration

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

CLAUSE 22

Lumpsum Provisions in Tender

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Officer -in-Charge payable of measurement, the Officer -in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Officer -in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 23

Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Officer -in-Charge.

CLAUSE 24

Unfiltered water supply

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer/Officer-in-Charge.
- (ii) The Engineer/Officer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are in the opinion of the Officer-in-Charge, unsatisfactory.

CLAUSE 25

Departmental water supply, if available

Water if available may be supplied to the contractor by MISTIC subject to the following conditions:

- (i) The water charges @ 1 % shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor(s) to make alternative arrangements for water at his/ their own cost in the event of any temporary break down in the MISTIC water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

CLAUSE 26

Alternate water arrangements

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the MISTIC, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and wells are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer/Officer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in MISTIC land for taking water for construction purposes only after he has got permission of the Engineer/Officer-in-Charge in writing. No charges shall be recovered from the contractor on this account,

but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

CLAUSE 27

Hire of Plant & Machinery

- (i) The contractor shall arrange at his own expense all tools, plant, machinery and equipment (hereinafter referred to as T&P) required for execution of the work. If the contractor requires any item of T&P on hire from the T&P available with the MISTIC over and above the T&P stipulated for issue, the MISTIC will, if such item is available, hire it to the contractor at rates to be agreed upon between him and the Engineer/Officer-in-Charge. In such a case, all the conditions hereunder for issue of T&P shall also be applicable to such T&P as is agreed to be issued.
- (ii) The plant and machinery as stipulated above will be issued as and when available and if required by the contractor. The contractor shall arrange his programme of work according to the availability of the plant and machinery and no claim, whatsoever, will be entertained from him for any delay in supply by the Department.
- (iii) Ordinarily, no plant and machinery shall work for more than 8 hours a day inclusive of one hour lunch break. In case of an urgent work however, the Engineer/Officer-in-Charge may, at his discretion, allow the plant and machinery to be worked for more than normal period of 8 hours a day. In that case, the hourly hire charges for overtime to be borne by the contractor shall be 50% more than the normal proportionate hourly charges (1/8th of the daily charges) subject to a minimum of half day's normal charges on any particular day. For working out hire charges for over time, a period of half an hour and above will be charged as one hour and a period of less than half an hour will be ignored.

CLAUSE 28

Levy/Taxes payable by Contractor

- (i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and MISTIC shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned Govt. Department on demand and it will be reimbursed to him by the Engineer/Officer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
- (ii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by MISTIC and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material

used by the contractor in the works, then in such a case, it shall be lawful to the MISTIC and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 30

MISTIC shall not be entitled to recover any some over-paid, nor the firm shall be entitled to payment of paid short Where such payment has been agreed upon between the Engineer/Officer-in-Charge on the one hand, firm on the other under any term of the contract permitting payment for work after assessment by the Engineer/Officer-in-Charge.

CLAUSE 31

This agreement shall be executed in duplicate; the original shall be retained by the owner and the duplicate by the builders.

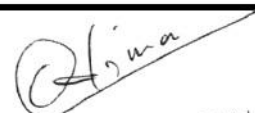
ANNEXURES ENCLOSED

- ANNEXURE - I (BILL OF QUANTITIES)
- ANNEXURE - II (SPECIFICATIONS)
- ANNEXURE - III (ARCHITECTURAL DRAWINGS)
- ANNEXURE – IV (BIDDING FORM)

ANNEXURE – I : BILL OF QUANTITIES

BOQ FOR FARM HUT								
FOR LUNGLENG-1 MULTI-FARMING-COOPERATIVE SOCIETY Ltd.								
AT LUNGLENG, MIZORAM.								
Sl. No	SOR 2019 No.	PARTICULARS	No.	Length (m)	Breadth (m)	Height (m)	Quantity	Unit
SITE CLEARANCE								
EARTHWORKS								
1	2.08	Earthwork in excavation in foundation trenches etc. not exceeding 2 meters depth including dressing of bottom and sides of trenches and subsequent filling and compaction in 15cm layers as in column foundations, fence posts, etc. and disposal of all surplus soil as directed within a lead of 30 metres.						
		(b) Hard Soil (pick work)						
		Site	1	3.5	3.5	0.45	5.51	
		Foundation F1	9	0.3	0.3	0.75	0.61	cum
						Total	6.12	cum
2	2.17	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to						
		Foundation						
		Qty= 1/3 of item no. 1/2.08					2.02	cum
RCC								
1	5.01	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in -						
		(a) All work upto plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm						
		C1	9	0.2	0.2	0.3	0.11	
						Total	0.11	cum
2	5.03	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement						
		a) i) Column : All work upto roof level, 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate						
		Level 1						
		C1	9	0.2	0.2	0.45	0.16	
						Total	0.16	
						Net Total	0.16	cum

ROOFING

1	16.01	Providing corrugated G.S. sheet roofing fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead and including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (upto a pitch of 60 degrees) excluding the cost of purlins, rafters and trusses.						
	b)	0.63 mm thick with zinc coating						
			1	6.08		6.08	36.97	
						Total	36.97	sqm
2	9.04	Providing 2nd class local wood work dressed in frames of sill, upright, batten, post, beams, etc. as structural members fixed in position complete.						
		Beams						
			4	0.75	0.1	0.076	0.02	
			5	3.3	0.1	0.076	0.13	
			5	2.5	0.08	0.076	0.08	
			2	1.2	0.08	0.076	0.01	
			3	1	0.08	0.076	0.02	
			4	4	0.08	0.076	0.10	
			7	4.7	0.08	0.076	0.20	
						Total	0.55	cum
3	14.01	Providing 40 x 5mm flat iron hold fast 40 cm long including fixing to frame with 10mm dia. bolts, nuts and wooden plugs and embeddings in cement concrete block 30 x 10 x 15cm 1:3:6 mix (1 cement : 3 sand : 6 well graded stone aggregate 20 mm nominal size)						
			18					
Note : Electrification and Sanitary fittings are not included in the detailed estimate as they are not required in the farm hut.								
Prepared By: R.Lallawmkima B.Arch, M.BEM (Building Engineering & Management) AMC Regn. No. : CA/2015/72435 COA Regn. No. : CA/2015/69355								
 R.LALLAWMKIMA Architect CA/2015/69355								

ANNEXURE – II : SPECIFICATIONS

1. **Excavation**

Excavation using mechanical means. Manual means shall be used for dressing. All excavation for foundation footings shall be done manually.

2. **PCC**

Composition is 1:4:8 for cement, sand and aggregates respectively. (or as per Structural Specifications)

3. **Column foundation**

Isolated rectangular RCC Footing of dimension as per drawing.

4. **Plinth beam**

RCC Beam or as per drawings

5. **RCC Works**

M20 concrete used for all the concrete works. The reinforcement details are as to be followed as per structural drawings.

6. **Brickwork**

AAC blocks to be used in some portion of internal partition walls.

7. **MS Grill**

Flat mild steel bars with thickness of 4mm.

8. **Rain water harvesting**

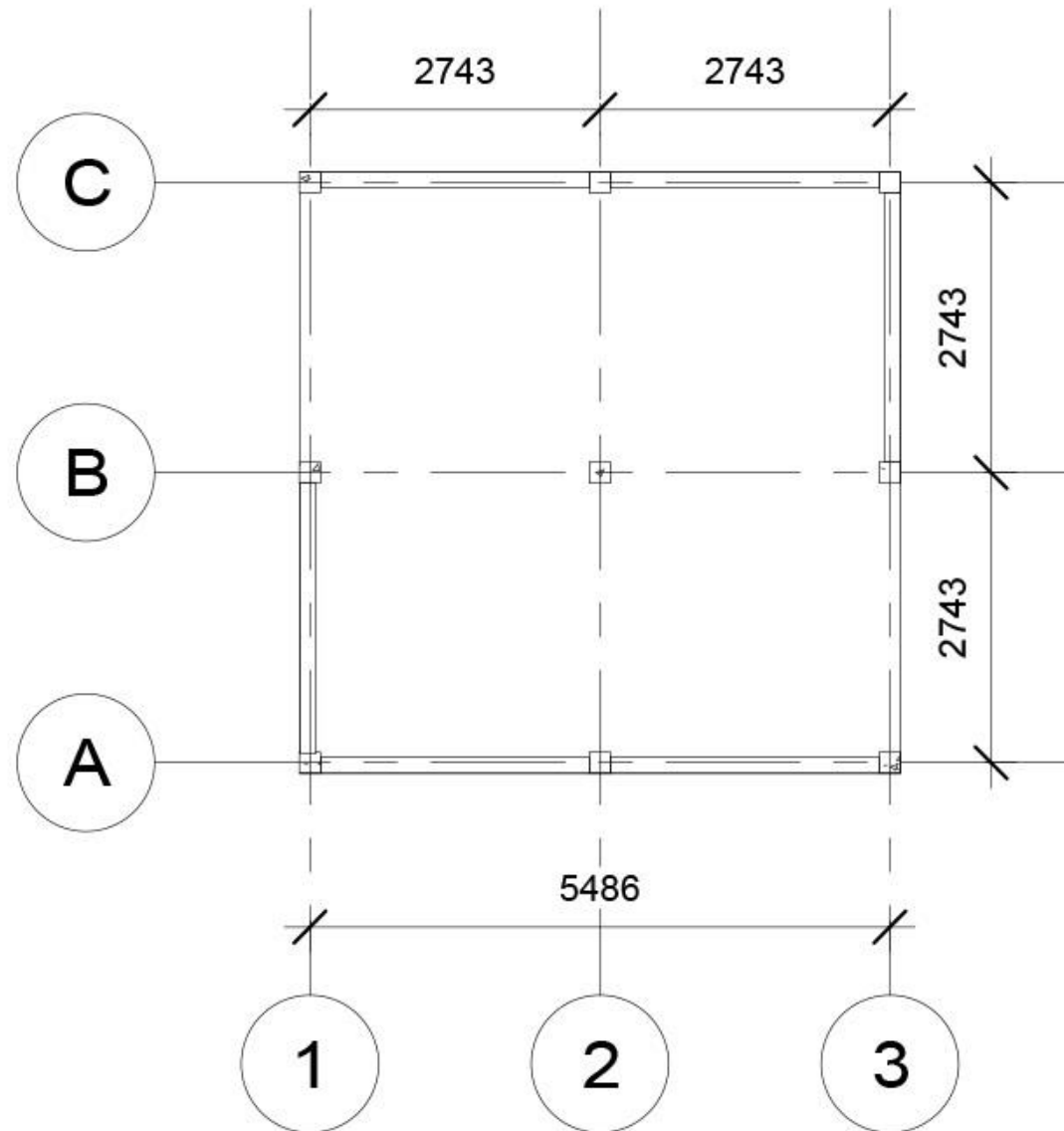
Provision for collection and storage to be made as per site availability.



LALCHHUANMAWIA
Structural Engineer
A-AMC/2022/004

Lalchhuanmawia
Structural Engineer

Lic. No: A-AMC/2022/004



Note:
All dimensions are in mm.
Dimensions are to be read not measured

Area Statement:
PROPOSED BUILDING

Floor area : 30.096 sqm/ 324 sq.ft

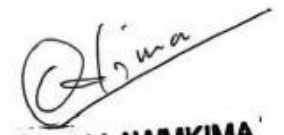
Nodal Agency:
Mizoram Science, Technology &
Innovation Council (MISTIC)

Architect
R.Lallawmkima
CA/2015/69355

Project
Farm Shed for Lungleng-1
Multi-Farming-Cooperartive Society Ltd.

Drawing:
FLOOR PLAN

Scale: 1 : 100
Date : 20/07/2022
Drawn :
Dwg No:PL01

Signature:

R.LALLAWMKIMA
Architect
CA/2015/69355

Note:
All dimensions are in mm.
Dimensions are to be read not measured

Area Statement:

PROPOSED BUILDING

Floor area : 30.096 sqm/ 324 sq.ft

Nodal Agency:

Mizoram Science, Technology &
Innovation Council (MISTIC)

Architect

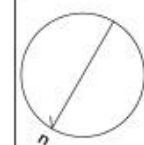
R.Lallawmkima
CA/2015/69355

Project

Farm Shed for Lungleng-1
Multi-Farming-Cooperarative Society Ltd.

Drawing:

FRONT ELEVATION VIEW



Scale : 1 : 100

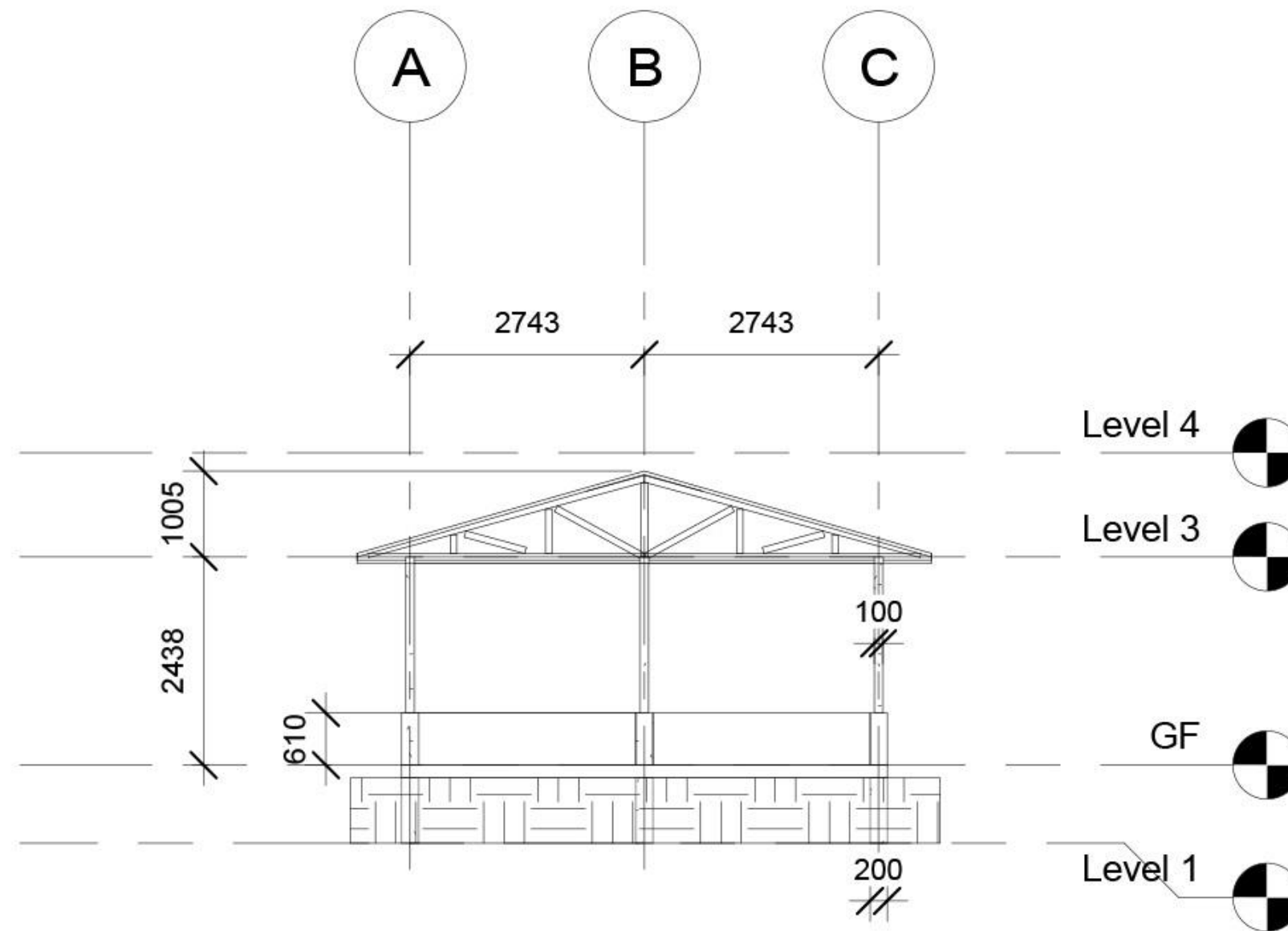
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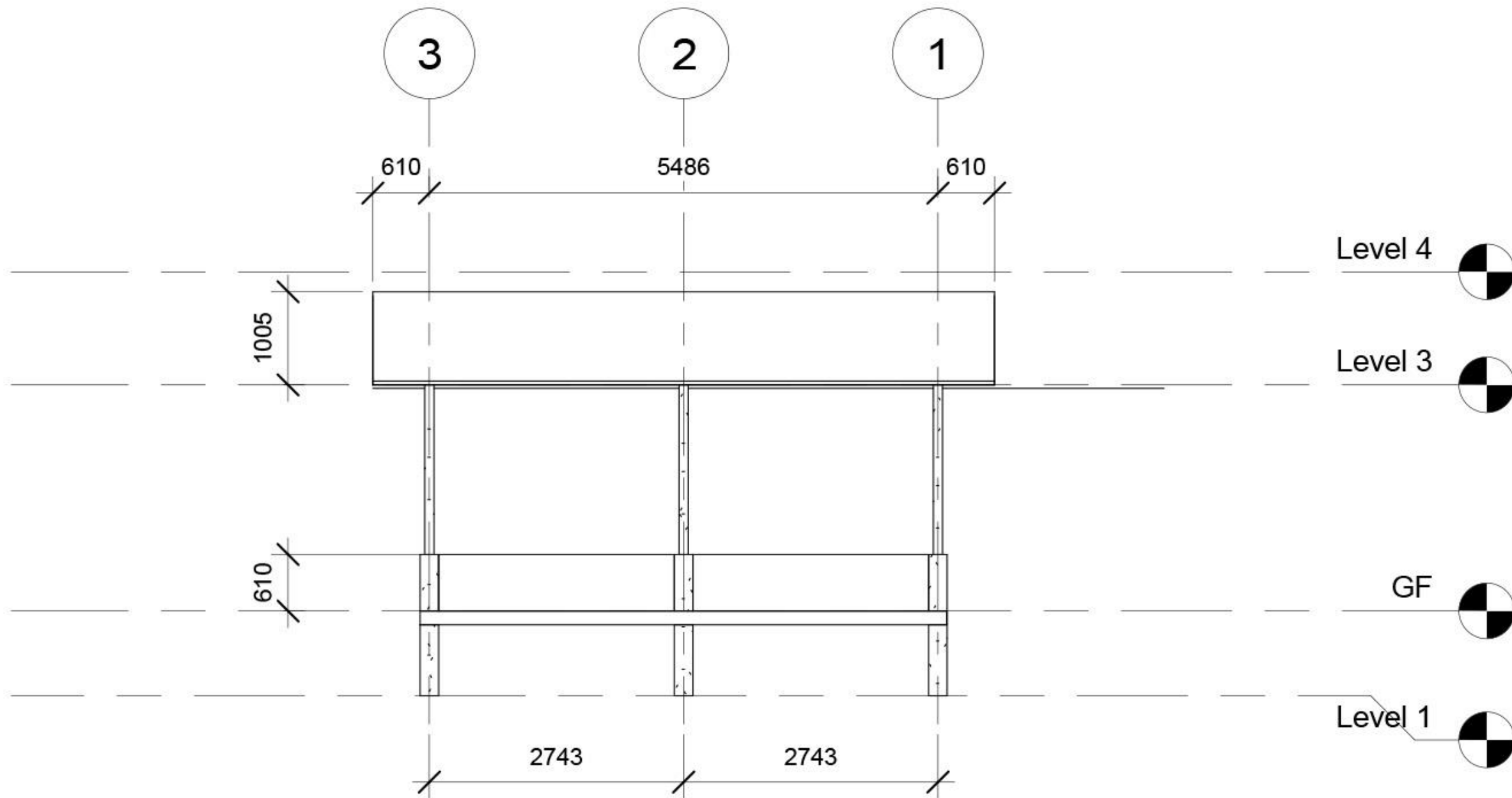
Drawn :

Dwg No:PL01

Signature:

R.LALLAWMKIMA
Architect
CA/2015/69355





Note:
All dimensions are in mm.
Dimensions are to be read not measured

Area Statement:
PROPOSED BUILDING
Floor area : 30.096 sqm/ 324 sq.ft

Nodal Agency:
Mizoram Science, Technology &
Innovation Council (MISTIC)

Architect
R.Lallawmkima
CA/2015/69355

Project
Farm Shed for Lungleng-1
Multi-Farming-Cooperartive Society Ltd.

Drawing:
SIDE ELEVATION VIEW

Scale : 1 : 75
Date : 20/07/2022
Drawn :
Dwg No:PL01

Signature:

R.LALLAWMKIMA
Architect
CA/2015/69355

ANNEXURE – IV

BIDDING FORM FOR FARM HUT										
FOR LUNGLENG-1 MULTI-FARMING-COOPERATIVE SOCIETY Ltd.										
AT LUNGLENG, MIZORAM.										
Sl. No	SOR 2019 No.	PARTICULARS	No.	Length (m)	Breadth (m)	Height (m)	Quantity	Unit	Rate (INR)	Amount (INR)
SITE CLEARANCE										
EARTHWORKS										
1	2.08	Earthwork in excavation in foundation trenches etc. not exceeding 2 meters depth including dressing of bottom and sides of trenches and subsequent filling and compaction in 15cm layers as in column foundations, fence posts, etc. and disposal of all surplus soil as directed within a lead of 30 metres.								
		(b) Hard Soil (pick work)								
		Site	1	3.5	3.5	0.45	5.51			
		Foundation F1	9	0.3	0.3	0.75	0.61	cum		
						Total	6.12	cum		
2	2.17	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.								
		Foundation								
		Qty= 1/3 of item no. 1/2.08					2.02	cum		
RCC										
1	5.01	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in -								
		(a) All work upto plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal size)								
		C1	9	0.2	0.2	0.3	0.11			
						Total	0.11	cum		
2	5.03	Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement complete.								
		a) i) Column : All work upto roof level, 1:1.5:3 (1 cement : 1.5 coarse sand : 3 graded stone aggregate 20mm nominal								
		Level 1								
		C1	9	0.2	0.2	0.45	0.16			
						Total	0.16			
						Net Total	0.16	cum		
FORMWORK										
1	5.10	Centering and shuttering including strutting, propping etc. and removal of form for all heights :								
		Foundations, footings, bases of columns etc. for mass concrete.								
		Column								
		Area= (n*(2b1+ 2b2)*H)								
		a) C1	9	0.2	0.2	0.45	5.22			
						Total	5.22	sqm		
REBARS										
1	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.								
		b) Thermo-Mechanically Treated bars of grade								
		Fe-500 or more.								
		Footings:Qty as per item no 4/5.33	@	100	Kg/m ³	0.11	11			
		Columns:Qty as per item no 4/5.33	@	310	Kg/m ³	0.16	50			
						Total	61	kg		
WOODEN POST										
1	9.04	Providing 2nd class local wood work dressed in frames of sill, upright, batten, post, beams, etc. as structural members fixed in position complete.								
		Columns								
			6	1.8	0.1	0.1	0.11			
			3	2.1	0.1	0.1	0.06			
						Total	0.17	cum		

