

NO.G.21011/10/2016-DTE (EDN)
GOVERNMENT OF MIZORAM
SCHOOL EDUCATION DEPARTMENT

Dated Aizawl, the 30th August, 2017

To

The Director
Department of Information & Public Relation
Govt. of Mizoram, Aizawl

Subject: Classified Advertisement

Sir,


I have the honour to request you to kindly advertise the "Request for Proposal" in three (3) leading Local News Paper for three (3) consecutive issues starting from 1st September, 2017 as per sample given below. The advertisement size should not exceed 5 cms x 5 cms.

"Request for Proposal"

School Education Department, Government of Mizoram is intending to construct various buildings under Grants under Article 275 (1). Government Empanelled Consultancy Firms may submit their Bid which will be received up to 22nd September, 2017. RFP can be obtained from Directorate of School Education, Mc Donald Hill, Zarkawt, Aizawl on payment of Rs 400/- during Office hours and can also be downloaded from <http://schooleducation.mizoram.gov.in> and <http://tender.mizoram.gov.in>.

Sd/- Director of School Education
Govt. of Mizoram"

Yours faithfully,


30/8/17

(K.LALTHAWMMAWIA)
Director of School Education
Govt. of Mizoram, Aizawl

**GOVERNMENT OF MIZORAM
SCHOOL EDUCATION DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

FOR

GRANTS UNDER ARTICLE 275(1)

2016-2017

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1. Introduction:

1.1 The Government of Mizoram represented by the Secretary to the Government of Mizoram, School Education Department, have been accorded and allocated, funds under Article 275(1) during 2016-17 for the project entitled “**Grants under Article 275(1)**” with the following components:-

- 1) Construction of 4 (five) Additional Classrooms in respect of selected Government High School and 1(one) Govt. Higher Secondary School @ Rs. 12.80 lakh each.
- 2) Construction of 14(fourteen) Girls Hostel in selected Govt. High School @ Rs. 40.91 lakh each

GRAND TOTAL

- Rs. 636.74 lakhs

1.2 The School Education Department, Government of Mizoram has decided to execute the project /construction on design and Built with Total turnkey basis as per design and estimate, prepared by the employer within the approved project cost and has decided to carry out restricted bidding process from amongst the short listed empanelled consultancy firms notified by Finance Department in the State Government vide No. A.46011/1/2010-F.Est/431 Dated 7.8.2017 for selection of a private entity as the bidder to whom the Execution of *Civil Construction Work* may be awarded.

1.3 Financial Implications of the Project are as follow:

The Government of Mizoram under Grants under Article 275(1) is providing 100% of the capital investment required.

2. Terms of Reference

Background: The project has been developed to address the huge infrastructure gap under School Education Department.

2.2 Objective: The project aims at establishing infrastructures which will provide a good environment for learning in order to have a quality education.

In view of the above, the objectives may be as below:

- To implement quality education.
- To provide good environment for learning.
- To reduce drop-out rates.
- Provide Hostel for Girls Student
- To improve retention rate.

2.3 Benefits: By improving the state of education, the Project will benefit the students, teachers and society as a whole.

2.4 Scope of Work: The scope of work to be performed by selected agency, herein after called the contractor, will include (but not limited to) the following tasks:

- a)
 - i) The Contractor shall prepare Detailed Project Report (DPR) of the project within 15 DAYS from the date of issue of LOA after getting the design concept and broad specifications duly approved by the Employer.
 - ii) The preparation of DPR shall be undertaken based on latest specification / SOR and should incorporate standard architectural drawing/designs and BOQ and latest specification of PWD, Govt. of Mizoram, IS codes of Practices, standard engineering practices and instructions issued by the Employer from time to time.
 - iii) The DPR should invariably contain date neutral PERT/CPM chart for project implementation.
- b) The contractor shall also get the work executed in accordance with the technical sanction and drawings, designs, and ensure completion of the project within the project cost and project period as specified in the Contract Document.

- c) In case the need for modification in design with respect to site condition arises, the employer shall have full authority to do so without altering the overall cost of the project.
- e) The contractor shall consult the employer before commencing the works against each site for construction.
- f) The total project costs are inclusive of civil construction and the items to be procured/construct shall mentioned in the detail estimate & drawing.

3. INFORMATION TO BIDDERS

3.1 Introduction:

i) Additional Classroom for Higher Secondary Schools:-

The proposed construction of Additional Classroom in 4(four) Govt. High School and 1(one) Govt. Higher Secondary School will be construction of 1 to 2 additional Classroom each in selected Schools.

The list of Schools to be reconstructed is enclosed in Annexure-I

ii) Construction of 14(Fourteen) Girls Hostel in Govt. High School

The proposed works is construction of 14(Fourteen) Girls Hostel with 20(twenty) seater in selected Government High School.

The list of Schools is enclosed in Annexure-II

3.2 Brief Description of Works - The employer has received fund from Government of Mizoram under Grants under Article 275(1) during 2016-17 amounting to Rs. 636.74 lakhs for these Projects. All the works mentioned in the project constitute a single package and must be carried out by the contractor. Payment of bills for completed works will be subjected to satisfaction of employer after verification of work.

3.3 Brief Description of Bidding Process:- The employer has adopted a One-stage Two-part (two envelopes) bidding process for selection of the Bidder for award of the Project, selected from amongst the Firms empanelled by Finance Dept., Government of Mizoram vide No. A.46011/1/2010-F.Est/431 Dated 7.8.2017. The applicant must satisfy themselves that they are qualified to bid and should give an undertaking to this effect.

3.4 Schedule of the Bidding process:-

	<u>Event description</u>	<u>Date</u>
1.	Last date of submission of bids	22 nd Sept, 2017(Friday) upto 12:00pm
2.	Opening of Bids	(Same date as Sl. No 1 at 1:00 pm)
3.	Letter of Award <i>(subject to the approval of competent Authority)</i>	Within 10 working days of Sl. No 1
4.	Signing of Contract Agreement. <i>(subject to the approval of competent Authority)</i>	Within 3 days of LOA

3.5 Name and Address of contact person:

Shri K. Lalthawmmawia
Director of School Education
School Education Department
Aizawl, Mizoram
Ph. No 0389-2341233
E-mail: dirsemz@gmail.com

3.6 Cost of Tender document:

- i) Tender document (hard copy) can be had from the office address given above on payment of Rs. 400/- on working days from 6th September, 2017 to 22nd September, 2017
- ii) Tender documents will be available online on website <https://tender.mizoram.gov.in> and also at <https://schooleducation.mizoram.gov.in/>. Those contractors who download the tender documents from the website shall pay Rs. 400/- on submission of their bidding document.

4. GENERAL TERMS OF BIDDING.

4.1 Earnest Money :

An amount of Rs12.73 lakh should be deposited as Earnest Money. The earnest money deposit shall be in favour of Director of School Education and shall be accepted in any of the following form:

- i) Treasury Challan.
- ii) Deposit at call receipt of a Scheduled Bank.
- iii) Banker's Cheque.
- iv) Demand Draft.
- v) FDR.
- vi) A part of earnest money is acceptable in the form of bank guarantee also. In such cases 50% of earnest money will have to be deposited in any of the shape prescribed above and the balance can be accepted in the form of bank Guarantee issued by a scheduled bank.

The following details are to be furnished that will form a part of the Bid documents:

A - For TECHNICAL BID :

4.1.1 The technical Bid should contain the following information:-

- i. Conceptual Design, Master Plan,
- ii. Floor Plans,
- iii. Methodology,
- iv. Work Plan & Mobilization Schedule,
- v. Site Organization,
- vi. Quality Control & Assurance,
- vii. Proposed Key personnel of the firm and their relevant experience of providing necessary services in this project,
 - a) Architect,
 - b) Structural Engineer,
 - c) Civil Engineer,
 - d) Other Services
 - e) Valid electrical license contractor with minimum 5 years experience
 - f) Supervisor with a valid licence holder (minimum 5 Years experience)
 - g) Workman with a valid licence holder (minimum 5 Years experience)
- Vi. List of key Plant & Equipment to be deployed on Contract work (Nos of plants as per site requirement)
 - a) Dozer
 - b) Steel Propping
 - c) Tipper
 - d) Generator
 - e) Bar Cutting Machine
 - f) Bar Bending Machine
 - g) Welding Machine
 - h) Plate Compactor
 - i) Vibrator
 - j) Concrete Mixer Machine
 - k) Slump cone
 - l) Earth tester
 - m) Insulation tester
 - n) Cutter

4.1.2 The following documents are to be furnished that will form a part of the Bid documents:

- a) Brief Profile of the Establishment.
- b) General profile of the Agency indicating core competence and area of specialization and services rendered in the field of Infrastructural Project Design and Planning.
- c) Value and size of the civil construction projects handled by the Agency since its inception (with completion certificate).
- d) List of Professional/Technical staff in the firm with qualifications and experience of each staff.
- e) Audited Financial Report by Chartered Accountant of the firm for the last 3 years (**i.e 2013-14, 2014-15, 2015-16**), indicating Turnover and Net Profit figures.

4.2 The bidders must have the following requisite Certificates in their own name:

- a) Firm Registration**
- b) GST Registration**
- c) Work Done Certificates**

4.3 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The Employer will evaluate only those Bids that are complete in all respects.

The Bid and other documents shall be typed, sealed & signed by the authorized signatory of the Bidder, whose Power of Attorney for signing the documents should be enclosed in the Bid documents.

4.4 The Bid should be sealed in an envelope and shall clearly bear the following identification-

“Technical Bid for Construction of School Infrastructure under School Education Department , Article 275(1), Mizoram”

and shall clearly indicate the name and address of the Bidder.

4.5 Each envelope shall be addressed to:

Shri K. LALTHAWMMAWIA

Director of School Education

Directorate of School Education,

Mc Hill, Zarkawt, Aizawl, Mizoram

Ph. No 0389-2341233

4.6.1 If the envelopes are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

4.7 Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.

4.8 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding process.

4.9 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site condition, traffic, location surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather date, applicable laws & regulation and any other matter considered relevant by them.

4.10 Notwithstanding anything contained in this RFP, the Employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.

4.11 Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the

power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer

B - For Financial BID :

4.12 The Bidder should quote his rates in percentage.

4.13 All duties, taxes, royalties and other levies payable by the bidder under the project shall be included in the total bid price submitted by the bidder

4.14 In this stage, each financial Proposal will be assigned as a Financial Score. The lowest financial proposal will be given a financial Score of 100.

4.15 The Bid should be sealed in an envelope and shall clearly bear the following identification-

“Financial Bid for Construction of School Infrastructure under School Education Department , Article 275(1), Mizoram ”

4.16 The Bid should be sealed in an envelope and shall be addressed to-

Shri K. LALTHAWMMAWIA

Director of School Education

Directorate of School Education,

Mc Hill, Zarkawt, Aizawl, Mizoram

Ph. No 0389-2341233

4.17 If the envelopes are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

4.18 Bids received by the Employer after the specified time on the Bid due date shall not be eligible for consideration and shall be summarily rejected.

4.19 Both the Technical and Financial Bids should be put in one big envelope and in the Enveloped and should bear the following details:-

- a) Name of Work - **Bid for Construction of School Infrastructure (Article 275 (1)) under School Education Department, Mizoram**
- b) Address as at clause 4.16.
- c) Name of Bidder with detail Address.

4.20 Amendment of Bidding Documents-

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

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

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

5. OPENING & EVALUATION OF BIDS

5.1 The Employer shall open the Bids at **13.00hrs** on the **Bid Due Date** at the place specified in clause 4.5 and in the presence of the Bidders who choose to attend.

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

- a) It is received by the Bid due date including any extension thereof, if any.

- b) It is signed, sealed and marked as stipulated in clause 4.4.

- c) It contains all information (Complete in all respects) as requested in this RFP.

- d) It does not contain any condition or qualification.

5.3 The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the employer in respect of such Bids.

5.4 The Technical Bid submitted by the Firm shall be opened and evaluated. The Financial bid of only those bidders whose Technical Bids are substantially responsive will be considered for further evaluation.

5.5 The Financial Bid will be evaluated on the basis of rate submitted as mentioned in clause 4.13

5.6 The Technical Bid and Financial Bid shall be given weightage in the ratio of 40:60.

5.7 Subject to the provision of clause 4.10, the Bids adjudged as responsive in terms of clause 5.2, 5.5 & 5.6 shall be evaluated by the State level Consultancy Evaluation Committee (CEC) Constituted by the School Education Department.

The Technical Bid will be evaluated on the basis of the following evaluation criteria.

SI/No	Details	Max. Marks
1	Experience of the firm in preparation of DPR for Civil Infrastructure projects in the State (status of the project be mentioned)	10
2	Experience of the firm in execution of Construction projects in the State (status of the project be mentioned).	20
3	Consultant Resource Schedule, Methodology & Work Plan, Key equipment's, etc.	20
4	Suitability of Key personnel for the assignment	
	a) Qualification	10
	b) Relevant Experience	10
	c) No of Technical personnel with more than 10 years of experience	10
5	Financial Turnover Figures for last 3 years (as per audited by Registered Chartered Accountants)	5
6	Quality Assurance/Management Systems	15

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

5.9 The Department reserves the right to review and modify the design at any stage, subject to mutual consultation and agreement with the selected bidder.

5.10 After acknowledgement of the LOA as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected within the period prescribed in Clause 3.4

5.11 Any queries or request for additional information Concerning this RFP shall be submitted in writing or by email submitted to the officer designated in Clause 3.5

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

6. GENERAL TERMS AND CONDITIONS FOR TENDER AND CONTRACT

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

6.1. Definitions:

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

6.1.1 Approval - means approval in writing by the designated officer of the Employer.

6.1.2 Contractor - means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.

6.1.3 Employer – means the School Education Department, Government of Mizoram represented by the Secretary, Govt. of Mizoram, School Education Department and shall also include its administrators, executors and assignees.

6.1.4 Executing Agency – also referred to as 'Agency', means an agency appointed by the employer for execution of the works under the project as may be defined in the agreement.

6.1.5 Letter of Award (LOA) – As defined in Clause 5.8

6.1.6 Project/Work - means **civil works pertaining to Construction of School Infrastructure(NEDP) under School Education Department, Mizoram**

General:

6.2.1 All incidental charges including the work contract tax, service tax, GST and any other tax or cess as applicable on the execution of the project shall be incorporated in the bid price quoted by the bidder.

6.2.2 The following expenses will be borne from the Project Cost:

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

6.3 ROLE AND RESPONSIBILITIES OF THE CONTRACTOR:

6.3.1 Subsequent to the signing of the agreement and approval of the project, the Contractor shall forthwith take possession of the site from the Employer and shall nominate a qualified Engineer (s) for execution of the project under intimation to the Employer. In case the employer advised the Contractor for

replacement of Site Engineer, the same will be duly considered by it and suitable replacement will be provided.

6.3.2 Contractor shall execute the works at approved cost as per approved technical designs and drawings.

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

6.3.4 The Employer or any person authorized by it can inspect and check the Construction work from time to time to see that the buildings are being constructed as per drawings & specifications. If any defects are found or deviation from the Plan without the written permission of the Employer noticed during the inspection, the same will be rectified by the Contractor.

6.3.5 During the various stages of execution, Contractor shall submit monthly progress reports with site photographs with minimum 6 site photographs of size 4"x6" with soft copy.

6.3.6 The Contractor shall be responsible for proper implementation in regards to the structure, design, specifications and workmanship.

6.3.7 Liability for all defects in respect of the different components of the project undertaken by the Contractor shall rest with them for a period as indicated at clause 6.13.2 from the date of its handing over site complete in all respect to the Employer. Contractor shall be responsible for satisfactory rectification of defects.

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

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

6.3.10 The Contractor shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction activity.

6.3.11 Contractor shall be fully responsible for acts or omissions committed by it.

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

6.3.13 The Contractor shall, wherever required, obtain in writing approval of the local bodies or statutory bodies for the planning, construction as contemplated in this agreement. However, the Employer shall render necessary support to the Contractor to the extent of writing letters to local bodies regarding getting such approvals.

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

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

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

6.3.16 Responsibility to obtain Completion Certificate and Occupancy Certificate rests with the Contractor, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body (ies).

6.3.17 Report and other documents prepared by the Contractor in performing the Services shall become and remain the property of the Employer, and the Contractor shall, not later than upon termination or expiration of this Agreement, deliver all such documents to the Employer, together with a detail inventory thereof. The Contractor may retain a copy of such documents.

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

6.4 RESPONSIBILITIES OF THE EMPLOYER:

6.4.1 The Employer shall make available the site for the work to the Contractor.

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

6.4.3 Employer shall make payment due under this agreement to the Contractor. However, the Employer may levy compensation upon the Contractor due to non-fulfillment of any clause of the contract or for bad work or deficiency in services or any other reasons whatsoever deemed appropriate under relevant rules and regulations.

6.5 COMPLETION OF THE PROJECT

6.5.1 The date of start of the work i.e. planning and thereafter execution and completion shall be reckoned from the **7th day** after the signing of the agreement. The work shall be completed in all respect within a period of 18 months from the date of issue of work order.

6.5.2 Contractor shall be required to complete the construction work within the stipulated period. In case of delay, which may occur due to the reasons beyond the control of Contractor, Contractor would approach the Employer with full details for extension in time limit for completion of the works. In case of delay due to sole default on part of Contractor, or its contractors / subcontractors the Contractor shall be liable to pay to the Employer compensation (not amounting to penalty) at the rate of not exceeding $\frac{1}{4}$ % (One quarter percent) of the total anticipated Execution Agency charges per week of delay subject to maximum of 10% (Ten percent) of the total agency charges. However, the employer may reduce the same at its sole discretion

6.6 ASSIGNMENT OF THE AGREEMENT:

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

6.7 PAYMENT & SCHEDULE OF PAYMENT:

6.7.1 A sum of 5% of the accepted value of the Tender shall be deposited by the successful bidder (hereinafter called the contractor when Tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Employer and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below:

- a. By a Demand Draft in the Aizawl Branch of any Scheduled Bank.
- b. A Fixed Deposit Receipt of a Schedule Bank duly endorsed in favour of the "DIRECTOR, SCHOOL EDUCATION DEPARTMENT, GOVERNMENT OF MIZORAM", Aizawl.
- c. Irrevocable and unconditional Bank Guarantee of Equivalent amount of any Scheduled Bank except Co-operative Bank.

d. The Contractor may pay 1% of the value of works as initial security deposit and the balance 4% shall be recovered in instalments through deductions at the rate of 10 (ten) percent of the value of each Running Account Bill till the total security execution exceeds the accepted value of Tender because of allotment of further work, further recoveries towards security deposit shall be effected at 10% of the R A Bills to make up the five percent security deposit of the revised value of contract. **Alternatively, the Contractor may at his option deposit the full amount of 5 percent of security deposit within ten days of receipt by him of the notification accepting the Tender in the form as aforesaid.**

6.7.2 If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Employer may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Employer shall be final). This expense can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next RA Bill of the Contractor.

6.7.3 Mobilisation advances, secured advances and grant of advance for plants and machineries should be released to the contractor as per rules given in CPWD Manual 2014 only if the contractor request such releases from the department which will be adjusted in the running account bills.

6.7.4 The Contractor shall give the reimbursement bill along with their expenditure claim, copy of the expenditure statement duly certified by a representative of Contractor on the project, for reimbursement/adjustment of expenditure incurred from the funds advanced to the Contractor.

6.7.5 The remaining funds shall be released to the Contractor on actual execution basis based on on-site measurements.

6.7.6 On completion of work, the accounts of the work shall be closed and a final bill/expenditure statement shall be submitted for settlement.

6.7.7 Measurement must be taken and Measurement Book (MB) maintained by the contractor which will be checked and verified by the engineer in charge/monitoring team approved by the employer. Running bills shall be released only after approval of the Measurement Book by the employer.

6.8 MONITORING:

6.8.1 Effective monitoring shall be carried out by the contractor and the Employer to monitor the progress of the works in implementation of the project. To this end, the contractor shall furnish all the data and information, as may be prescribed by the employer from time to time, in the relevant format.

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

6.9 QUALITY MONITORING:

6.9.1 The contractor shall ensure the best practices are applied for quality management of works. The first tier of quality control will be executed at the Contractor level. There shall be an Independent Quality Control System (IQCS).

6.9.2 Before awarding works, the Contractor shall intimate the employer of details of the Quality Control System operational at the contractor level.

6.9.3 A three tier set up envisage for Quality Assurance for project works will be put in place as bellow –

The first tier will be the Senior Engineer of the Contractor in charge of the work. The Contractor shall establish Quality Control laboratories and get the contractually stipulated tests conducted. The test results shall be recorded in the prescribed quality control registers. The second tier of Quality Control

will be managed by Project Implementation Unit, by whatever name called duly formed by School Education Department. This tier will oversee and supervise the first tier quality control arrangement, and coordinate all Quality Control and Assurance Activities. The last tier will be Independent Quality Monitors appointed by the Employer.

6.10 ARBITRATION:

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

6.11 FORCE MAJEURE:

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

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

- i) Unless the Contractor had taken all such precautions against Air raids as are deemed necessary by the A.R.P. Officers or the Monitoring Committee.
- ii) For any materials etc. not on the site of the work or for any tools and plant, machinery, scaffolding temporary buildings and other things not intended for the Work.

In the event of the Contractor having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Monitoring Committee.

In the event of any loss or damage to the Work or any part thereof from any of the Excepted Risks, the following provisions shall have effect.

i) The Contractor shall, as may be directed in writing by the Monitoring Committee, remove from the Site any debris of so much of the Work as shall have been damaged.

ii) The Contractor shall, as may be directed in writing by the Monitoring Committee, proceed with the erection & completion of the Work under and in accordance with the provisions and conditions of the Contract. Payment for such additional works, if any, shall be made as per terms of the Contract.

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

6.12 TERMINATION OF THE CONTRACT:

6.12.1 If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Owner finds it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.

6.12.2 If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon ten (10) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows:

6.12.2(1) The Contractor shall be paid for all works approved by the Employer and for any other legitimate expenses due to him.

6.12.2(2) If the Owner terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (7.2.1) above.

6.12.2 (3) The Owner shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Owner thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.

6.12.3 On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Owner with respect to completion, safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

6.13 Performance Guarantee and Security Deposit:

6.13.1 The successful bidder, hereafter referred to as the contractor, shall deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as performance guarantee in one of the following forms:

(i) Deposit at Call Receipt/Banker's Cheque/Demand Draft/Pay Order of a Scheduled Bank. (In case guarantee amount is less than Rs. 1,00,000/-)

(ii) Government securities.

(iii) Fixed Deposit Receipt (FDR) of a Scheduled Bank.

(iv) An irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the prescribed form.

6.13.2 (i) The security deposit @ 2.5% of the gross amount of bill shall be collected by deductions from each running bill as well as final bill of the contractor. The security deposit can also be deposited in cash or in the form of Government Securities, Fixed Deposit Receipts etc.

(ii) Such deductions shall be made unless the contractor has deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts.

(iii) This is in addition to the performance guarantee that the contractor is required to deposit.

(iv) Security deposit can be released against bank guarantee issued by a scheduled bank on its accumulation to a minimum amount of Rs. 5 lakhs subject to the condition that amount of any bank guarantee except last one, shall not be less than Rs. 5 lakhs.

6.13.2 Security deposit shall be released within 4 (four) months to the contractor after having clearance from the department that no defect is found in the construction.

ANNEXURE – I

LIST OF SCHOOLS IDENTIFIED SCHOOL FOR CONSTRUCTION OF ADDITIONAL CLASSROOM

Sl. No.	School	Brief Description of works	Estimated Amount Rs. In lakhs
1	Govt. Central Higher Secondary School, College veng.	Additional Classroom	12.80
2	Govt. High School,Phuaibuang	Additional Classroom	12.80
3	Govt. High School, Zemabawk	Additional Classroom	12.80
4	Govt. High School, Chawngte(P)	Additional Classroom	12.80
5	Govt. High School, Siaha	Additional Classroom	12.80
	TOTAL		64.00

(Sixty four lakh)only

ANNEXURE – II**LIST OF SCHOOLS IDENTIFIED FOR CONSTRUCTION OF GIRLS HOSTEL
(20 SEATER)**

Sl. No.	School	Brief Description of Works	Estimated Amount Rs. In lakh
1	Govt. High School Phullen	Construction of Girls Hostel	40.91
2	Govt. High School, Zohmun	Construction of Girls Hostel	40.91
3	Govt. High School, NE. Tlangnuam	Construction of Girls Hostel	40.91
4	Govt. High School, Farkawn	Construction of Girls Hostel	40.91
5	Govt. High School, Mimbung	Construction of Girls Hostel	40.91
6	Govt. High School, Kawlbem	Construction of Girls Hostel	40.91
7	Govt. High School, Vairengte	Construction of Girls Hostel	40.91
8	Govt. High School, Chamdur(P)	Construction of Girls Hostel	40.91
9	Govt. High School, Chawngte(P)	Construction of Girls Hostel	40.91
10	Govt. High School, Pangzawl	Construction of Girls Hostel	40.91
11	Govt. High School, Rotlang 'E'	Construction of Girls Hostel	40.91
12	Govt. High School, Mamit	Construction of Girls Hostel	40.91
13	Govt. High School, Rajiv Nagar	Construction of Girls Hostel	40.91
14	Govt. High School, Chakhang	Construction of Girls Hostel	40.91
	Total		572.74

(Rupees, five hundred seventy lakh, seventy four thousand)only