

Rs. 1500/-

**TENDER DOCUMENT
FOR**

**PACKAGE-02
“CONSTRUCTION OF NEW DIET BUILDING
AT HNAHTHIAL”**

**UNDER
SAMAGRA SHIKSHA
MIZORAM**

Part – I

SAMAGRA SHIKSHA : **C. LALTHANZIRA**

1. Name of Work : **Construction of New DIET Building**
2. Name of location/Village : **Hnahthial**
3. Amount : **Rs. 4,10,28,384.28**
4. Completion Period : **2 years**
5. Date of issue of Inviting Tender : **7th December, 2023.**
6. Deadline for receiving Bids : **21st December, 2023 @ 12:00 p.m.**
7. Time & Date for Opening Technical Bids : **21st December, 2023 @ 1:00 p.m.**
8. Time & Date for Opening Financial Bids : **21st December, 2023 @ 3:00 p.m.**
9. Place of Opening Bids : **State Project Director Chamber, Samagra Shiksha, Mizoram.**
10. Last date of Bid validity : **90 days from opening of technical bid**
11. Officer Inviting Bids : **State Project Director, Samagra Shiksha, Mizoram**

Part – II

INFORMATION TO BIDDERS (ITB)

1. Scope of Bid –

- 1.1 The purpose of this assignment is to obtain independent and objective assessment of the technical quality of all construction works to be completed and to assure that the civil works are constructed with good construction materials and as per desired standard of good quality construction.
- 1.2 The Successful Bidder will be expected to complete the works by the intended completion date specified in part – I.
- 1.3 Extension of time will be allowed only if the Hindrance is submitted to State Project Director and were found reasonable.

2. Eligible Bidders –

- 2.1 This Invitation for Bids is opened to all bidders empaneled under Finance Department, Government of Mizoram and as defined in clause 3 of ITB.
- 2.2 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, State Govt. or any Public undertaking by whatever name called under the Central or the State Govt.

3. Qualification of the Bidders-

- 3.1 All Bidders shall include the following information and Documents with their bids.
 - (a) Attested Copies of documents defining the bidder is an empanelled firm (for particular work) with valid registration under Finance Department, Govt. of Mizoram.
 - (b) Experience in undertaking Civil Work with value of Works performed for each of the last 3 years certified from the concerned officer not below the rank of Executive Engineer or equivalent (in case of work under Govt.).
 - (c) Details of Key Personnel for the assignment with qualifications and relevant experience supported by suitable documents.
- 3.2 Each bidder must produce:
 - (a) An affidavit that the information furnished with the bid Documents is correct in all respects.
 - (b) GST Registration Certificate
 - (c) Quality Assurance/ Management Systems
- 3.3 Work Methodology
- 3.4 Financial Turnover Figures for last 3 years (as per audited by Registered Chartered Accountants).

4. Disqualification

4.1 Absence of anyone of the documents stated on clauses 3 & 11.1 will be disqualified with the acceptance of the Bidders.

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

- (a) Made misleading or false representation in the forms, Statements, Affidavits and attachment, submitted in proof of the qualification requirements, and /or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (c) Participated in previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the employers.
- (d) In quoting the Rates, bidder must take reference from the rate indicated in the Mizoram PWD Schedule of rates 2019. (All rates should be quoted as per SOR 2019 and rates quoted below/ above will be considered unworkable rates.)**

5. No. of Bid per bidder

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

6. Site Visit.

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

7. Amendment of Bidding Documents-

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

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

7.3 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.

8. Language of Bids-

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

9. Documents Comprising the Bids –

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

Part-I

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

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

Part-II

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

- (a) Form of bid as specified in Part V
- (b) Priced Bill of Quantities as specified in Part VII

Each part shall be separately sealed and marked in accordance with sealing and marking instruction in clause 13.

10. Bid Price-

- 10.1 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total bid price submitted by the bidder. The employer shall not be bound to any liability in this regard.
- 10.2 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment unless otherwise approved by State Project Director.

11. Earnest Money.

- 11.1 The bidder shall furnish, as part of the bid, Earnest Money of 2% of the estimated cost.
- 11.2 The Earnest Money shall, at the Bidder’s option, be in the form of anyone of the following issued in favour of the name given in Part – I (Employer):
 - i) Treasury Challan
 - ii) Deposit at call receipt of a scheduled bank guaranteed by RBI
 - iii) Banker’s cheque of a scheduled bank
 - iv) Demand draft of a scheduled bank
 - v) Fixed Deposit Receipt (FDR) of a scheduled bank
- 11.3 The Earnest Money of unsuccessful bidders will be returned.

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

12. Format and Signing of Bids:

- 12.1 The Bidder shall submit 1 set of the bid comprising of the Documents as describe in clause 9.
- 12.2 All Pages of the bid shall be signed by the person (bidder).
- 12.3 The bids shall contain no over writing, alteration or addition, except those to comply with instructions issued by the employer, or as necessary to correct errors made by the bidders, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person (bidder).

13. Sealing & Marking of bids

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

Technical Bid

Technical Bid

To: (Name and address of the Employer)

Name of Work: _____

From: (Name and address of the Bidder)

Financial Bid

Financial Bid

To: (Name and Address of the Employer)

Name of Work: _____

From: (Name and address of the Bidder)

The contents of the Technical and Financial Bids shall be as specified in clause 9.1 of ITB

- 13.2 The outer envelopes containing the Technical (including Earnest Money in separate Envelope) & Financial Bids shall contain–
- Tender Document
- To: (Name and Address of the Employer)
- Name of Work: _____
- From: (Name and address of the Bidder)

14. Deadline for submission of Bids

- 14.1 Complete Bids (Including Technical and Financial) must be received by the Employer at the address specified in the Part – I not later than the date and time indicated in Part – I
- 14.2 The Employer may extend the deadline for submission of Bids by issuing an amendment in accordance with clause 7, in which case all rights and obligations of the Employer and the Bidders previously subject to the Original deadline will then be subject to the new deadline.

15. Bid Opening

- 15.1 The Employer will open the Bids received (Except those received late) in the presence of the Bidders/Bidders' representatives who chose to attend at the time, date and place specified in the Part – I
- 15.2 The envelope containing the Technical Bid only shall be opened.
- 15.3 In all other cases the availability of Items defined in Clauses 3 & 11 will be accepted.
- 15.4 Evaluation of Technical Bids with respect to Bid Security, Qualification information and other information furnished in Part – I of Clause 9.1 shall be taken up immediately.
- 15.5 The Employer shall notify, whose Technical bids are found responsive, date, time and place of opening of Financial Bids as stated in Part – I.
- 15.6 At the Time of opening of the Financial Bids, the names of the bidders whose bids were found responsive in accordance with clause 15.4 of ITB will be announced. The financial bids of only those bidders will be opened. The remaining bids will be returned unopened to the Bidders. The responsive bidders' names, the bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any bid price, which is not read out and recorded, will not be taken into account in Bid evaluation.

15.7 Technical Bids & Financial Bids shall be evaluated by the State Level Purchase Committee (SLPC).

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

Sl/No	Details	Max. Marks
1	Experience of the firm in execution of Construction projects last three years. (supported by Work done/Completion Certificate)	20
2	Methodology	25
3	Suitability of Key personnel for the assignment	

	a) Qualification	25
	b) Relevant Experience	20
4	Financial Turnover Figures for last 3 years (as per audited by Registered Chartered Accountants)	5
5	Quality Assurance/Management Systems	5

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

Sl/No	Details	Max. Marks
1	Bill of Quantities with respect to the catered amount	100

The weightage of mark for technical bid will be 30% and that of financial bid will be 70%.

16. Process to be Confidential

16.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any attempt by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

17. Clarification of Bids and Contacting the Employer

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

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

18. Examination of Bids and determination of Responsiveness

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

- i. Financial capability of the bidder.
- ii. Capability of the Bidder to Mobilize and deploy the required manpower.
- iii. The Bidder capability to manage similar nature of work.

- iv. The bidder past performance and experience in executing similar contract work.
 - v. The bidder past litigation history.
 - vi. The methodology and Schedule proposed for the work
 - vii. Any other documents submitted by the bidder to augment the advantage in commencing the work.
- 18.2 A substantially responsive “Financial Bid” is one, which conforms to all the rates as quoted in the Bill of Quantities.
- 18.3 If a financial bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- 18.4 Other things being equal, preference will be given to the Consultant personnel with a minimum of Class – VIII level of Mizo language and having experience in working similar work inside the State of Mizoram.

19. Award Criteria

- 19.1 The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has scored the highest mark in comparative statement provided that such bidder has been to be eligible in accordance with the provision of clause 2 and Qualified in accordance with the provision of Clause 3.
- 19.2 The Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the Ground for the Employer’s action.
- 19.3 The employer will have the right not to award the lowest bidder without announcing any reason behind.**

20. Notification of Award & Signing of Agreement:

- 20.1 The bidder whose bid has been accepted will be notified to Award by the Employer prior to expiration of the Bid Validity Period. This letter will state that the employer will pay to the contractor in consideration of the Execution and Completion.
- 20.2 The Notification of the Award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of clause 21.
- 20.3 The Agreement will incorporate all agreement between the employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security is furnished.

21. Security Deposit:

The security deposit amounting to 2.5 % of the tendered and accepted value of the work shall be collected by deductions from the running bill of the contractors at the rate of 2.5 % of the gross amount of the bill. This is in addition to the performance guarantee that the contractor is required to deposit as per para 22.

22. Performance Guarantee:

- 22.1 Within 15 days after receipt of Letter of Acceptance, the successful bidder shall deliver to the employer a performance Guarantee of 5% of the contract cost.
- 22.2 The Performance Guarantee shall be either in the form of a Bank Guarantee or Call Deposit or Fixed Deposit Receipts in the name of the Employer, from a Commercial Bank.
- 22.3 Failure of the Successful bidder to comply with the requirement of clause 22.1 shall constitute sufficient grounds for cancellation of the Award and forfeiture of the earnest money or may be considered to be deducted from Running Bills with prior permission of the Employer.
- 22.4 Performance Guarantee may be released after completion certificate is signed by the employer and if there is not any damage in the construction with the acceptance of the State Project Director.

23. Liquidated Damages:

- 23.1 In case of abandoning of Works or incompleteness of work within the time period stated in Part I, liquidated damages shall be imposed to the contractor at the rate of 0.5% of contract amount per week with a maximum limit of 10% of the contract amount if and only if the time extension is not allowed as per Clause No. 1.3 of ITB.

Part – III

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

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

We therefore have confidence in him/her/the firm/company/society if the contract for the work, namely, _____ is awarded, he/she/the firm/company/society would be able to implement the work smoothly from accounts transaction operated by him/her/the firm/company/society in our bank till date.

His/her/the firm/company/society account no. is _____

Signature of Bank Manager _____

Name of the Bank Manager _____

Address of the Bank _____

Stamp of the Bank

Part – IV
Letter of Acceptance

(Date)

To:

(Name of the Firm)

(Address of the Firm)

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

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

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

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

Yours faithfully,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Part – V
Form of Bid

To, (Name of the Employer) : The State Project Director, Samagra Shiksha
Address (Address of the Employer) : Mc Donald Hill, Zarkawt, Aizawl
Description of the Work : _____
Name of Location : _____

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

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

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

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

Signature of bidder (or authorized) : _____

Name of Bidder : _____

Address : _____

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

Part – VI
TERMS OF REFERENCE (TOR)

1. Objectives

The main objective of this assignment:

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

2. Governing Factors

- 2.1 The Contractor is preferably to have prior experience at least for 3 years in the field of Civil Works and completed a similar magnitude of works that covered in the proposed project.
- 2.2 The Contractor shall execute according to the items given in Bill of Quantities.
- 2.3 The Contractor shall not have the right to alter the conditions at any cost. In case of any alterations is found necessary in the specifications, the same shall be brought to the notice of the State Project Director Office immediately.
- 2.4 The assignment mentioned herein is intended to be job oriented and not time oriented and the consultant/implementing agency shall not be entitled to claim any compensation in the event of the time estimated for the completion of the work being extended for any reason what so ever.
- 2.5 In order to ensure the quality and timely completion of the work, Contractor should remain present in contact with the State Project Director.
- 2.6 Rates agreed shall be firm till the completion of work inclusive of transportation, stationary, communication charges, service Tax and all other application taxes.

3. Report to:

The State Project Director, Samagra Shiksha, School Education office Building, Top Floor, Mc Donald Hill, Zarkawt, Aizawl.

4. Stages of Deposit and Payments

- 4.1 A security Deposit will be retained by the State Project Director. The security retained amount will be returned after 4 months of receipt of the final report if there is no structural defect in the construction.
- 4.2 Payments must be made by the State Project Director, Samagra Shiksha.
- 4.3 Original copy of GST clearance from Taxation Department must be submitted in every Bill failing.

5. Inputs from Director Office, DSE:

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

1. General Requirements:

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

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

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

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

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

7. Force Majeure

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

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