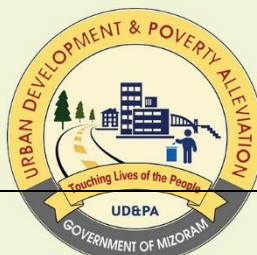




# **REQUEST FOR PROPOSAL (RFP)** **for “Engagement of Consultancy Service for preparation of Detailed Project (DPR) and tender document for Used Water Treatment in various towns under Swachh Bharat Mission 2.0”**



**DIRECTORATE OF UD&PA DEPARTMENT**  
**GOVERNMENT OF MIZORAM**



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## **Disclaimer**

The information contained in this **Request for Proposal (RFP)** document or subsequently provided to the applicants, whether verbally or in documentary or any other form by or on behalf of the Urban Development & Poverty Alleviation Department, Mizoram (hereinafter referred as UDPA) or any of its employees, is provided to applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Urban Development & Poverty Alleviation Department to the prospective applicants or any other persons. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the UDPA in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

The UDPA and its employees make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assumption, assessment, statement or information contained therein or deemed to form part of this RFP or arising in any way in the selection process.

The UDPA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP.

The UDPA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the UDPA is bound to select an applicant or to appoint the selected applicant, as the case may be, for the Consultancy and the UDPA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The applicant shall bear all costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the UDPA or any other costs incurred in connection with or relating to its proposal. All such costs and expenses shall be the responsibility of applicant and the UDPA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

## SCHEDULE OF DATES & BID INFORMATION

| <b>A. SCHEDULE OF DATES</b> |  |   |
|-----------------------------|--|---|
| <b>S.No</b>                 | <b>Event Description</b>   | <b>Date</b>   |
| 1.                          | Invitation of Request for Proposal (RFP)   | 7 <sup>th</sup> January, 2025   |
| 2.                          | Pre-Bid Meeting (physical participation and through video conference)              | 21 <sup>st</sup> January, 2025 @ 3:00pm through video conference.   |
| 3.                          | Period of availability of Bidding Documents (Start /End Date) (on-line & physical) | 7 <sup>th</sup> January, 2025– 6 <sup>th</sup> February, 2025 online at<br><a href="https://tender.mizoram.gov.in">https://tender.mizoram.gov.in</a> &<br><a href="https://udpa.mizoram.gov.in">https:// udpa.mizoram.gov.in.</a> |
| 4.                          | Last date and time for submission of bids/proposals (Proposal Due Date)            | 7 <sup>th</sup> February, 2025 at 1:00 PM<br><br>To be submitted physically to<br>The Director,<br>Urban Development & Poverty Alleviation Department,<br>MINECO, Aizawl,<br>Mizoram- 796001                                      |
| 5.                          | Opening of Technical Proposals   | 7 <sup>th</sup> February, 2025 at 2:00 PM   |
| 6.                          | Opening of Financial Proposals   | Will be communicated to the technically qualified Bidders   |
| <b>B. BID INFORMATION</b>   |  |   |
| 7.                          | <b>Name &amp; Address of the Procuring Entity</b>                                  | Director, Urban Development & Poverty Alleviation Department, Government of Mizoram<br>MINECO, Aizawl – 796001<br>Mizoram<br>Email: dirudpa.mz@gmail.com<br>Contact No: 0389 - 2333815  |
| 8.                          | <b>Name of work/tender</b>   | “Engagement of Consultancy Service for Preparation of Detailed Project Report (DPR) and Tender Documents for Used Water Management in various towns under Swachh Bharat Mission (Urban) 2.0 for Mizoram”                          |
| 9.                          | <b>Duration of Assignment</b>  | 180 days from the date of agreement, subject to extension at a similar rate and under the same terms & conditions as per project requirement and approval from the Authority.   |
| 10.                         | <b>Bid Procedure</b>   | Single-stage: Two envelope system   |
| 11.                         | <b>Selection Method</b>  | Quality and Cost Based Selection Process (QCBS)   |
| 12.                         | <b>Eligibility Criteria</b>  | As detailed in bid documents  |
| 13.                         | <b>Websites for downloading Bidding Document</b>                                   | 1) <a href="https://tender.mizoram.gov.in">https:// tender.mizoram.gov.in</a><br>2) <a href="https://udpa.mizoram.gov.in">https:// udpa.mizoram.gov.in.</a>   |

|     |   |  |
|-----|---|--|
| 14. | <b>Cost of Document</b>   | The RFP document fee: <b>Rs. 5,000</b> (Rupees Five Thousand only) in cash (non-refundable)  |
| 15. | <b>Bid Security (EMD/Bank Guarantee), Mode of Payment and Validity Period</b>           | <p>Bid Security / EMD Amount: <b>Rs 5.0 Lakh (Rupees Five Lakh only).</b></p> <p>Bid Security in the form of Fixed Deposit Receipt or Bank Guarantee (<b>Appendix -G</b>) from any of the Commercial Banks in favour of the Director, Urban Development &amp; Poverty Alleviation Department, Mizoram, Aizawl.</p> <p><b>Validity Period:</b> Bid Security shall remain valid for a period of 180 days beyond the date of final Bid Validity period</p>      |
| 16. | <b>Performance (Security) Bank Guarantee (PBG), Mode of Payment and Validity Period</b> | <p>Performance Bank Guarantee (PBG) Amount: Performance Bank Guarantee (PBG) of 5% of the accepted/contract amount.</p> <p><b>Mode of Payment:</b> Bank Guarantee in favour of Director, Urban Development &amp; Poverty Alleviation Department, Mizoram, Aizawl.</p> <p><b>Validity Period:</b> Performance security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Selected Applicant.</p> |

**No: B.14016/1/2024 (SBM)-DTE (UD&PA)**  
**GOVERNMENT OF MIZORAM**  
**URBAN DEVELOPMENT & POVERTY ALLEVIATION DEPARTMENT**  
**MIZORAM: AIZAWL**

**INVITATION FOR BID/PROPOSAL**

**TENDER NOTICE NO: 5/ DTE (UD&PA)/Tech/2024-2025: Aizawl, the 7<sup>th</sup> January, 2025**

The Director, Urban Development & Poverty Alleviation Department, Mizoram on behalf of the Governor of Mizoram invites proposals for “**Engagement of Consultancy Service for Preparation of Detailed Project Report (DPR) and Tender Documents for Used Water Management in various towns under Swachh Bharat Mission (SBM) 2.0 for Mizoram**”.

Interested eligible Companies / Firms / Consortium/ Joint Venture may submit sealed offer in prescribed format along with necessary certificates and documents.

All eligible entities are requested to submit their Proposal in a sealed envelope labelled ‘**Engagement of Consultancy Service for Preparation of Detailed Project Report (DPR) and Tender Documents for Used Water Management in various towns under Swachh Bharat Mission (SBM) 2.0 for Mizoram**’ to the Director, Urban Development & Poverty Alleviation Department, MINECO, Aizawl, Mizoram- 796001, Mizoram on or before 1:00 PM of 7<sup>th</sup> February, 2025 along with requisite documents/certificates. The bid shall be opened at 2:00 PM on 7<sup>th</sup> February, 2025.

The detailed Request for Proposal (RFP) will be available on the State Government’s website- <https://tender.mizoram.gov.in> and the department website <https://udpa.mizoram.gov.in>.. For further details; the Director, Urban Development & Poverty Alleviation Department may be contacted at 0389-2333815 and at dirudpa.mz@gmail.com

**Sd/- JACOB LALAWMPIUA**  
**Director**  
**&**  
**State Mission Director, SBM (U)**  
Urban Development & Poverty Alleviation Department  
Mizoram: Aizawl

**Memo No: B.14016/1/2024 (SBM)-DTE (UD&PA): Aizawl, the 7<sup>th</sup> January, 2025**

**Copy to:**

1. P.S to Governor of Mizoram.
2. P.S to Hon’ble Minister, UD&PA Deptt.
3. P.P.S to Secretary, UD&PA Deptt.
4. The Director, I&PR Mizoram. He is requested to publish in 1(one) local newspaper and 2(two) state level leading Newspaper for two consecutive issues. Simplified tender Notice is enclosed herewith.
5. Joint Director (Admin) & Nodal Officer, State Public Procurement Portal, UD&PA Deptt. to upload in the State Procurement Portal at <https://tender.mizoram.gov.in> and Department website <https://udpa.mizoram.gov.in>.
6. Deputy Director (Accounts), UD&PA Deptt.
7. Web Manager, UD&PA Deptt. For information and to upload in the Department website.
8. NIT Guard File.

  
**Director**  
**&**  
**State Mission Director, SBM (U)**  
Urban Development & Poverty Alleviation Department

## **1. INSTRUCTION TO BIDDERS**

### **1.1 Background**

1.1.1 The Urban Development & Poverty Alleviation Department, Mizoram administers 28 ULBs across Mizoram falling in different geographical zones. With the rapid urbanization and increase in the urban population, management of used water becomes a major challenge.

1.1.2 SBM (U) 2.0 was launched on 1st October 2021 with a new component on Used Water Management whose main objective is to manage all used water including faecal sludge, especially in smaller cities and to safely contain, transport, process and dispose so that no untreated faecal sludge and used water pollutes the ground or water bodies.

In order to achieve this vision, the following specific set of targets has to be achieved:

- holistic sanitation, with end-to end solutions (from discharge, containment, evacuation, transportation to safe disposal of all effluents from toilets);
- treatment of used water before discharge into water bodies, and maximum reuse of treated used water;
- eradication of hazardous entry into sewers and septic tanks, and sustaining the elimination of manual scavenging, through mechanization of sewer and septic tank cleaning operations

1.1.3 In order to facilitate the preparation of Detailed Project Report and Tender Document under the Used Water Management Component, the State requires a Consultancy Service with prior experience in the sector. The Urban Development and Poverty Alleviation Department, Mizoram therefore intends to select the Consultancy Service through an open competitive bidding in accordance with the procedure set out herein.

#### **1.1.4 RFP Document/Tender**

RFP can be downloaded from the website <https://tenders.mizoram.gov.in> & <https://udpa.mizoram.gov.in>. . RFP Document Fee of Rs.5,000/- (Rupees Five Thousand Only) shall be paid cash in hand. The RFP document fee shall be non- refundable. Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

### **1.2 Scope of work:**

1.2.1 Urban Development & Poverty Alleviation Department intends to construct Used Water Treatment Plants in various towns of Mizoram.

3.1.1 Study shall be undertaken as per the guideline of SBM (U) 2.0 for-

- Assessment of existing drainage and used water management of all urban towns.
- Wastewater generation quantity assessment as per CPHEEO Manual for design of Sewage Treatment Plant (STPs) and Faecal Sludge Treatment Plants (FSTPs)
- Gaps assessment and plan for laying of connecting sewerage and construction of STPs and FSTPs suitable to the topography and population of the urban towns.
- Feasibility Assessment for STPs to meet effluent quality for reuse and recycle.
- Feasibility Assessment and DPR Preparation for Infrastructure for Reuse of Treated Water.

1.2.2 The Consultancy Firm will help the Department in developing a comprehensive DPR that encompasses all stages of wastewater management and ensuring that wastewater from various sources are appropriately collected; develop a well-planned infrastructure for

transporting wastewater to treatment facilities and ensuring that treated wastewater is disposed of in a manner that does not harm the environment and adheres to regulatory standards; implement safe and efficient sewage management system for used water in all urban towns of Mizoram and establish reliable methods for the removal of waste from containment system for discharge into the environment.

- 1.2.3 With the aforesaid objective, Urban Development & Poverty Alleviation Department invites detailed proposals from Consultancy Services for the Project.
- 1.2.4 The Urban Development & Poverty Alleviation Department intends to invite bid i.e. technical and financial separately for selection of technical Consultancy Service. The scope of work of the Bidder is set out in **Appendix E**.
- 1.2.5 The Proposals received from the Bidder shall be evaluated based on the criteria set out in this RFP document.
- 1.2.6 The Successful Bidder would have to enter into a Consultancy Agreement with the Department of Urban Development & Poverty Alleviation, the broad terms of engagement; payments are described in the RFP.
- 1.2.7 The Proposal shall remain valid for a period of 180 days from the Proposal Due Date (Proposal Validity Period). The Director, Urban Development & Poverty Alleviation Department reserves the right to reject any Proposal without assigning any reason.

### **1.3 Due diligence by Applicants**

The Firms are encouraged to make themselves fully aware about the assignment before submitting any Proposal by attending a Pre-Bid Meeting on the date and time specified.

### **1.4 Format and Signing of Proposal**

- 1.4.1 The Bidder would provide all the information as per this RFP. UDPA would evaluate only the Proposals that are received in the required format and are complete in all respects.

- 1.4.2 Each Proposal shall comprise the following:

**Cover-I:** Shall be labelled "**PART-A (TECHNICAL BID)**" and shall comprise of inside covers as below: -

**Cover-I(a):** Shall be labelled "Bid Security/ Earnest Money deposit (EMD)" and shall contain the Bid Security/EMD in the form specified.

**Cover-I(b):** Shall be labelled "Technical bid" and shall contain all the documents & information listed in the Qualification to Bidder, excluding the EMD.

**Cover-II:** Shall be labelled "**PART-B (FINANCIAL BID)**" and shall comprise of the items rate with total quoted amount and financial bid form.

Both sealed covers i.e. Technical Bid and Financial Bid (Part A and Part B) shall be submitted together in another sealed envelope superscript with **Name of Work, NIT No.,, date of opening and Name of Bidder**. The envelope shall be addressed to Director, Urban Development & Poverty Alleviation Department, MINECO, Aizawl, Mizoram – 796001.

All envelopes/covers, in addition to the above marking requirements, must be clearly marked with "Name of Work, NIT No., date of opening and Name of Bidder". Envelopes that do not comply with this marking requirement will be disqualified and will not be opened.

The sealed covers I & II shall be received in the office of the Director,



Urban Development & Poverty Alleviation Department, MINECO, Aizawl, Mizoram - 796001 during office hours on working days till the last date and time of submission of the bid. The sealed covers shall be delivered in person or submitted by post or by courier and it should reach the office within the stipulated date and time positively. The department will not be held responsible for any delay or loss or damage of the bid documents during transit and in such events the bid stands rejected summarily. If Cover I & II are not received in due time, the bid shall be declared non responsive.

- 1.4.3 The Bidder shall submit Technical Proposal and the Financial Proposal separately.
- 1.4.4 Proposal shall be typed or written in indelible ink and each page (including blank pages) shall be initialed by an authorized signatory of the Bidder or person having valid Power of Attorney. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

### **1.5 Validity of the Proposal**

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the “PDD”).

### **1.6 Proposal Due Date**

- 1.6.1 Proposals should be submitted on due date on or before 7<sup>th</sup> February, 2025 @ 1:00pm to the address mentioned in the manner and form as detailed in this RFP.
- 1.6.2 The Director, Urban Development & Poverty Alleviation Department may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum.

### **1.7 Earnest Money Deposit (EMD)**

- 1.7.1 In terms of this RFP, a Bidder is required to submit EMD of Rs 5,00,000/- in the form of Fixed Deposit Receipt(s)/ Bank Guarantee issued by any nationalized/ scheduled bank in favor of “**Director, Urban Development & Poverty Alleviation Department, MINECO, Aizawl, Mizoram-796001**”.
- 1.7.2 The EMD of unsuccessful bidders will be returned within 7 (Seven) days from the date of selection of successful bidder. EMD of the Successful Bidder shall be returned upon submission of Performance Bank Guarantee.
- 1.7.3 No interest will be paid by the Urban Development & Poverty Alleviation Department on the EMD amount and EMD will be refunded to the unsuccessful bidders without any accrued interest on it.
- 1.7.4 The bid submitted without EMD/Document Fee, mentioned above, will be summarily rejected.
- 1.7.5 The EMD may be forfeited:
  - i. If a bidder withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any.
  - ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with the terms and conditions.
  - iii. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
  - iv. If, during the bid process, any information is found false/ fraudulent/ *mala fide*, then the **Urban Development & Poverty Alleviation Department** shall reject the bid

and, if necessary, initiate action.

1.7.6 The decision of **The Director, Urban Development & Poverty Alleviation Department** regarding forfeiture of the EMD shall be final and binding upon bidders.

### **1.8 Technical Proposal Submission**

1.8.1 The technical proposal submitted proposal would first be checked for responsiveness and other evaluation requirements of the RFP including EMD.

1.8.2 In case the details in technical proposal are found to be inadequate, The Director, Urban Development & Poverty Alleviation Department may request the bidder to submit clarifications. If required, the bidder would be asked to make presentation.

1.8.3 The evaluation of the financial proposal submission would be taken up only after the contents of the technical proposal are found to meet the requirements of this RFP. The Director, Urban Development & Poverty Alleviation reserves the right to reject the proposal of a bidder without opening the financial proposal submission if, in his opinion, the contents of technical proposal submission are not substantially responsive with the requirements of this RFP.

1.8.4 Financial proposal submission, of the technically qualified bidders shall be opened in the presence of such Bidders, who choose to be present.

### **1.9 Opening of Proposals and Clarifications**

1.9.1 Technical Proposals will be opened on 5<sup>th</sup> February, 2025 at 2:00 PM. Financial proposal of the technically qualified bidders shall be opened at a date which shall be intimated separately.

1.9.2 UDPA reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

1.9.3 To facilitate evaluation of Proposals, UDPA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal.

### **1.10 Responsive Proposal**

1.10.1 Prior to the evaluation, the proposals shall be checked for responsiveness with the requirements of the RFP and only those proposals, which are found to be responsive, would be further evaluated in accordance with the criteria, set out in this RFP document.

1.10.2 The Proposal would be considered to be responsive if it meets the following conditions:

- a. It is received / deemed to be received by the proposal due date including any extension thereof.
- b. It is signed and prepared as stipulated in RFP.
- c. It contains all the information and documents as requested in the RFP.
- d. It contains information in formats specified in this RFP.
- e. It contains document fee in cash or receipt thereof.
- f. There are no inconsistencies between the Proposal and the supporting documents.

1.10.3 The responsive proposals shall be evaluated as per the criteria set out.

## **1.11 EVALUATION**

### **1.11.1 Introduction**

- UDPA reserves the right to reject any proposal, if:
  - a) At any time, a material misrepresentation is made or discovered; or
  - b) The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the proposal.
- Notwithstanding anything contained in this RFP, the department reserves the right to accept or reject any proposal, or to annul the bidding process or reject all proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- Any subsequent addendum/corrigendum shall be published only at the websites <https://tenders.mizoram.gov.in> & <https://udpa.mizoram.gov.in>. and will not be published in newspapers. In case there is a holiday on the day of opening of bids, activities assigned on that date shall be carried out on the next working day.
- All the prospective bidders are encouraged to participate in the pre-bid meeting, and it is advised that the work sites are visited and bid documents are studied thoroughly.
- The procuring entity reserves the sole right to cancel the bid process and reject any or all the Bids without assigning any reason.
- Procurement entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid/proposal.
- The Bidder shall submit the Technical Proposal/Bid in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. The Applicant shall be responsible for its accuracy and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photo-copied version of the RFP and the original RFP issued by the UDPA, the latter shall prevail. The document available on <https://tenders.mizoram.gov.in> & <https://udpa.mizoram.gov.in>. is final.

### **1.11.2 Selection**

- The bidder who will be technically eligible and found to have highest QCBS score shall be awarded Letter of Acceptance (LoA) after negotiations and other formalities.
- In the event of acceptance of the preferred bidder with or without negotiations, UDPA shall declare the preferred bidder as the successful bidder, will notify the successful bidder through an LoA that its proposal has been accepted.
- The Successful Bidder(s) shall be required to execute the consultancy agreement within one week of the issue of LoA or within such further time as specified by the department.
- Failure of the Successful Bidder to comply with the requirements of agreement above shall constitute sufficient grounds for the annulment of the LoA. In such an event, UDPA reserves the right to
  - a. Either invite the next best bidder for negotiations or
  - b. Take any such measures as may be deemed fit in its sole discretion including annulment of the bidding process.
  - c. Forfeit the EMD.



### 1.11.3 Eligibility Criteria

- **A. Consultancy Service firm/ agency/ Proprietor/Partnership firm or its Joint Venture Partner** should have experience of preparing Detailed Project Report as given below:
  - 1) Experience in preparation of DPRs for Sewerage Treatment Plants (preferably in hilly areas) at least 10 numbers minimum.
  - 2) Experience in preparation of DPRs for Sewerage / Underground Drainage Projects of value not less than Rs. 200 Crores during last 5 years.
  - 3) Experience in preparation of DPRs for Storm Water Drains of value not less than Rs. 200 Crores or above during last 5 years.
  - 4) Experience in preparation of DPRs (preferably in Hilly areas) for Faecal Sludge Treatment Plant & Grey Water Treatment during last 5 years.
- **B. Consultancy Service firm/ agency** should have the required key personnel as given below:
  - 1) Team Leader – M.Tech in Civil Engg. (or) M.Plg. - 15 Years experience
  - 2) Sewerage Expert (STP design) – M.Tech/ B.Tech in Civil Engg – 10 Years experience
  - 3) Design Engineer (UGS/SWD) – M.Tech./ B.Tech in Civil Engg – 10 Years experience –
  - 4) Estimation Expert – B.Tech in Civil Engg – 10 Years experience
  - 5) Procurement Specialist – B.Tech in Civil Engg – 10 Years experience(Curriculum vitae of all the Key Personnel to be attached)
- The Consultancy Service firm/ agency must not be blacklisted/debarred from Government Department. Consultancy Service has to submit declaration for non-blacklisted/debarred along with bid.
- The Bidders shall submit copies of the letters/ work orders and completion certificates from not less than Executive Engineer, indicating completion of work. Credential issued by Private parties will be accepted if supported by TDS deduction as shown in the TDS statement.
  - The Consultancy Service firm/ agency/ Proprietor/Partnership firm must be registered in India and existed during the past seven (7) years in operation. GST registration & copy of PAN should be submitted.
  - In case of Joint Venture, a registration certificate must be provided including a copy of agreement (notarized) including list of partners and their share of profits.
  - In a Joint Venture, at least the lead partner must qualify the eligibility conditions as mentioned above.

### 1.12 Scoring Methodology: Technical Proposal Submission

1.12.1 The total maximum points under this evaluation of Technical Proposal are 100 marks.

1.12.2 This score shall be based on an assessment of the Technical Proposal of the Bidder. The Technical Proposal submitted by the Bidder would be assessed through rating of various parameters set out in the table below:

| Sr.No | Evaluation Criteria  | Min Marks | Max Marks |
|-------|--|-----------|-----------|
| A     | <b>Experience</b><br>Experience in preparation of DPRs for Sewerage Treatment Plants (preferably in hilly areas)<br>(On going projects also will be considered)<br>At least 10 Nos of STPs – 10 Marks<br>Upto 30 Nos of STPS – 20 Marks  | 10        | 20        |
| B     | Experience in preparation of DPRs for Sewerage / Underground Drainage Projects of value Rs. 200 Crores during last 5 years<br>Experience in preparation of DPRs for Storm Water Drains of value Rs. 200 Crores or above during last 5 years  | 10        | 20        |
| C     | Experience in preparation of DPRs (preferably in Hilly areas) for Faecal Sludge Treatment Plant (FSTP) & Grey Water Treatment during last 5 years  | 15        | 20        |
| D     | <b>Approach, Methodology, Work Plan &amp; Presentation</b><br>Proposed work plan and methodology including activities to undertake work plan etc.  | 15        | 20        |
| E     | <b>Key Personnel</b><br>Team Leader – M.Tech in Civil Engg. (or) M.Plg. - 15 Years experience – 7 Marks<br>Sewerage Expert (STP design) – M.Tech/ B.Tech in Civil Engg – 10 Years experience – 4 Marks<br>Design Engineer (UGS/SWD) – M.Tech./ B.Tech in Civil Engg – 10 Years experience – 4 Marks<br>Estimation Expert – B.Tech in Civil Engg – 10 Years experience – 2.5 Marks<br>Procurement Specialist – B.Tech in Civil Engg – 10 Years experience – 2.5 Marks | 10        | 20        |

1.12.3 The Bidders shall submit copies of the letters/ work orders from the client, indicating their involvement in Sewage Treatment Plants. The bidders shall submit documentary evidence substantiating their claim to achieve the marks.

1.12.4 The score under the Technical Proposal Submission would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above in paragraph.

### 1.13 Evaluation Methodology:

1.13.1 The bidders who secure 60 % marks in technical proposal evaluation will qualify for the next step of financial proposal opening. Bidders securing less than 60% marks will be treated as disqualified and their financial bids will not be considered for opening.

1.13.2 The Financial Proposals of the Bidders who qualify in Technical Proposal Evaluation shall be opened.

1.13.3 The Bidder obtaining the highest Composite Score would be declared as the Preferred Bidder.

1.13.4 The composite score shall be calculated on the basis of QCBS; the calculations shall be done as follows:

**The technical quality of the proposal will be given weight of 80%**, the method of evaluation of technical qualification will follow the procedure given above. The financial bids of only those Consultancy Services who qualify technically will be opened.

The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. **The financial proposal shall be allocated weight of 20%.** For working out the composite score, the employer will use the following formula:

Total points = T (w) x T (s) + F (w) x F(s), where  $F(s) = \{(LEC / EC) * 100\}$

- T (w) stands for weight of the technical score.
- T (s) stands for technical score
- F (w) stands for weight of the financial proposal
- EC stands for Evaluated Cost of the financial proposal
- LEC stands for Lowest Evaluated Cost of the financial proposal.
- F(s) stands for Financial score of the financial proposal

Therefore,

- Total Technical Score =  $T(w) \times T(s) = 80 \% \times T(s) = (80/100) \times T(s)$
- Total Financial Score =  $20\% \times F(s) = (20/100) \times \{(LEC / EC) * 100\}$

1.13.5 The agency getting the highest composite score shall be invited for award of work.

1.13.6 If there is more than one bidder achieving composite equal score, the appropriate authority reserves the right to finalize the successful bidder and that will be binding on all bidders.

#### **1.14 Letter of Acceptance (LoA)**

Prior to the expiration of the period of bid validity, the Urban Development & Poverty Alleviation Department will notify the Successful Bidder in writing or email, that its bid has been accepted. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, Urban Development & Poverty Alleviation Department will promptly notify each unsuccessful bidder.

#### **1.15 Signing of Contract**

The Urban Development & Poverty Alleviation Department shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with UDPA within the timeframe mentioned in the Letter of Acceptance issued to the Successful Bidder.

#### **1.16 Failure to Agree with the Terms & Conditions of the RFP / Contract**

1.16.1 Failure of the successful bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event UDPA may invite the next best bidder for negotiations or may call for fresh RFP.

1.16.2 UDPA reserves the right to accept or reject any bid, and to annul the bidding process and reject any or all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders for the department's action.

### 1.17 Performance of Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of LOA, the successful bidder shall at his own expense shall submit an unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 5% of the contract value to the department.
- b) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the successful bidder.

### 1.18 Time Schedule:

The Key deliverables would be as per the following table.

| S. No. | Activity Deliverable   | Maximum Allowed Time (from date of signing of agreement) |
|--------|--|--|
| 1.     | Inception Report   | 30 Days  |
| 2.     | Condition Assessment Report - Site Survey, Investigation, sampling Analysis etc. | 60 Days  |
| 3.     | Submission of Feasibility Report for STPs and Reuse of treated water             | 90 Days  |
| 4.     | Submission of Draft DPR  | 120 Days   |
| 5.     | Submission of Final DPR  | 7 Days after receiving comment on Draft DPR              |
| 6.     | Submission of Tender Document(DNIT)  | To be intimated  |

### 1.19 Payment of Fee:

Consultancy Service shall quote the percentage of project cost for evaluation purpose.

| Particular                          | Lumpsum in Rs   |
|-------------------------------------|---|
| Preparation of DPR, tender Document | Consultancy Fees for defined services shall be quoted in lumpsum in Rs..... of project Towns wise |

| S.No. | Payment Schedule                             | Fee Payable to Consultancy Service (in %) |
|-------|--|---|
| 1.    | On Submission of Inception Report            | 10%                                       |
| 2.    | On Submission of Draft DPR along with design | 30%                                       |
| 3.    | On Submission of Final DPR                   | 20%                                       |
| 4.    | On Approval of Final DPR                     | 20%                                       |
| 5.    | On submission of DNIT/tender document        | 10%                                       |



|    |                                    |     |
|----|------------------------------------|-----|
| 6. | On issue of completion certificate | 10% |
|----|------------------------------------|-----|

**1.20 Payment to Consultancy Services**

All payments to the Consultancy Service shall be made in INR in accordance with the provisions of this RFP. The fee shall be quoted in INR (in lacs) only.

**1.21 Clarification of Bidding Document**

A prospective Bidder requiring any clarification on the RFP Document shall contact the Authority with queries in the format below in writing at the address indicated in the Bid Data Sheet. The Authority will respond in writing to any request for clarification, provided that such request is received on or before the date of pre-bid meeting. Clarification will be published on website- [https:// tender.mizoram.gov.in](https://tender.mizoram.gov.in). & [https:// udpa.mizoram.gov.in](https://udpa.mizoram.gov.in).

| Sr.no. | RFP Clause, Clause No., Page no. | Query/Clarification | Remarks, if any |
|--------|----------------------------------|---------------------|-----------------|
|        |                                  |                     |                 |
|        |                                  |                     |                 |
|        |                                  |                     |                 |
|        |                                  |                     |                 |

**1.22 Communications**

Any communication related to the proposals should be addressed to:

**The Director**  
**Urban Development & Poverty Alleviation Department, Mizoram**  
**Government of Mizoram**  
**MINECO, Aizawl – 796001**  
**Mizoram**  
**Email: dirudpa.mz@gmail.com**  
**Contact person:** Assistant Engineer, i/c Used Water Management  
 Directorate of Urban Development & Poverty Alleviation Department,  
 Government of Mizoram  
 Phone No- 8730095070

All communications should contain the following information, to be marked on the top in bold letters:

**“TENDER NOTICE NO: 5/ DTE (UD&PA/Tech/2024-2025: Aizawl, the 7<sup>th</sup> Jan, 2025 Engagement of Consultancy Service for Preparation of Detailed Project Report (DPR) and Tender Documents for Used Water Management in various towns under Swachh Bharat Mission (SBM) 2.0 for Mizoram”**

**1.23 Confidentiality and publicity:**

- 1.23.1 All plans, drawings, specifications, designs, reports, and other documents prepared by the Consultancy Service in performing the Services shall become and remain the property and copyright of Department of Urban Development & Poverty Alleviation, after payment therefore, and the Consultancy Service shall, not later than upon termination or expiration of this Agreement, deliver all of the foregoing to the Department of Urban development & Poverty Alleviation.
- 1.23.2 The Consultancy Service shall treat the details of the output of the assignment and the services as confidential and for the Consultancy Service’s own information only and shall not publish or disclose the details of the output, deliverables/milestones submitted to Directorate of Urban Development & Poverty Alleviation Department in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of the Department of Urban development & Poverty Alleviation.

**1.24 Responsibilities and obligations of the Consultancy Service:**

The successful Consultancy Service shall:

- a. Provide the Services in accordance with the scope of work as mentioned in the tender document.
- b. Exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. Be bound to comply with any written direction of to vary the scope sequence or timing of the Services.
- d. Use all reasonable efforts to inform itself requirements for the Deliverables for which purpose the Consultancy Service shall consult throughout the performance of the Services.

**Director**  
**& State Mission Director, SBM (U)**  
Urban Development & Poverty Alleviation Department  
Mizoram: Aizawl

**Appendix A- COVERING LETTER**

(On the Letterhead of the Bidder)

No. ....

Date:.....

To,  
The Director,  
Urban Development & Poverty Alleviation Department  
Govt. of Mizoram

**Ref: Engagement of Consultancy Service for Preparation of Detailed Project Report and Tender Document for Construction of Used Water Treatment Plants in various towns under Swachh Bharat Mission 2.0 for Mizoram**

**Dear Sir,**

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (*Name of Bidder*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of four months from (*insert Proposal Due Date*).

-

*We also hereby agree and undertake as under:*

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

Yours faithfully,

**For and on behalf of (*Name of Bidder*)**

*Duly signed by the Authorized Signatory of the Bidder  
(Name, Title and Address of the Authorized  
Signatory)*

## **Appendix B- DETAILS OF BIDDER**

(On the Letter Head of the Bidder)

- 1)
  - (a) Name of Bidder :
  - (b) Address of the office(s) :
  - (c) Telephone Number :
  - (d) Registration No :
  
- 2) Details of individual(s) who will serve as the point of contact / communication for the Bidder:
  - (a) Name :
  - (b) Designation :
  - (c) Company/Firm :
  - (d) Address :
  - (e) Telephone number :
  - (f) E-mail address :
  - (g) Fax number :
  - (h) Mobile number :
  
3. Details of Earnest Money :
  
4. Details of certificate of Completion of Project as :

Yours faithfully,

**For and on behalf of (*Name of Bidder*)**

*Duly signed by the Authorized Signatory of the Bidder*

**(*Name, Title and Address of the Authorized Signatory*)**

## Appendix C - PROJECT DATA SHEET

**Appendix C- Profile of Consultancy Firm/Company/ Partnership firm/Proprietorship** for the similar projects have the requisite experience of providing consultancy services for similar projects

| S.No | Name of Project | Capacity in MLD | Project Cost | Client Name | Broad Scope of work<br>(workorder/certificate will be submitted along with bid as proof) |
|------|-----------------|-----------------|--------------|-------------|--|
| 1.   |                 |                 |              |             |  |
| 2.   |                 |                 |              |             |  |
| 3.   |                 |                 |              |             |  |
| 4.   |                 |                 |              |             |  |
| 5.   |                 |                 |              |             |  |
| 6.   |                 |                 |              |             |  |
| 7.   |                 |                 |              |             |  |

(On letter head of the bidder)

**Appendix D - FINANCIAL PROPOSAL FORM**

**TENDER NOTICE NO: 5/ DTE (UD&PA/Tech/2024-2025: Aizawl, the 7<sup>th</sup> January, 2025**

**Name of the Project – Engagement of Consultancy Service for Preparation of Detailed Project Report and Tender Document for Construction of Used Water Treatment Plant at various urban towns under SBM 2.0**

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| Sl.No | Name of Town  | Total Fund Allocation (in lakh) | Quoted rate (in %) | Amount (in lakh) | Remarks |
|-------|---------------|---------------------------------|--------------------|------------------|---------|
| 1     | Lunglei       | 949.00                          |                    |                  |         |
| 2     | Champhai      | 691.00                          |                    |                  |         |
| 3     | Kolasib       | 655.00                          |                    |                  |         |
| 4     | Serchhip      | 619.00                          |                    |                  |         |
| 5     | Siaha         | 691.00                          |                    |                  |         |
| 6     | Lawngtlai     | 583.00                          |                    |                  |         |
| 7     | Mamit         | 379.00                          |                    |                  |         |
| 8     | Saitual       | 379.00                          |                    |                  |         |
| 9     | Khawzawl      | 361.00                          |                    |                  |         |
| 10    | Hnahthial     | 235.00                          |                    |                  |         |
| 11    | Vairengte     | 289.00                          |                    |                  |         |
| 12    | Zawlnuam      | 361.00                          |                    |                  |         |
| 13    | Lengpui       | 361.00                          |                    |                  |         |
| 14    | Kawnpui       | 307.00                          |                    |                  |         |
| 15    | Thenzawl      | 307.00                          |                    |                  |         |
| 16    | Sairang       | 289.00                          |                    |                  |         |
| 17    | Tlabung       | 271.00                          |                    |                  |         |
| 18    | Bairabi       | 253.00                          |                    |                  |         |
| 19    | Darlawn       | 235.00                          |                    |                  |         |
| 20    | N. Vanlaiphai | 235.00                          |                    |                  |         |
| 21    | Khawhai       | 235.00                          |                    |                  |         |
| 22    | Biate         | 199.00                          |                    |                  |         |
|       | <b>Total:</b> | <b>8884.00</b>                  |                    |                  |         |

..... (Rupees.....) only

(Note: Quoted rate shall be inclusive of all taxes and expenses like survey, investigation, DPR preparation, DNIT etc.

Signature of Authorized Signatory of the Bidder

## Appendix E - Scope of Work

Requirement in the following Tables are tentative and the actual number of treatment plant will be finalized during preparation of the DPRs. Consultancy Service shall prepare town wise DPR for following Towns.

| Sl.No | Name of Town  | Proposed Treatment system                     |
|-------|---------------|---|
| 1     | Lunglei       | Co-Treatment System (STP cum FSTP)            |
| 2     | Champhai      | Co-Treatment System (STP cum FSTP)            |
| 3     | Kolasib       | Co-Treatment System (STP cum FSTP)            |
| 4     | Serchhip      | Co-Treatment System (STP cum FSTP)            |
| 5     | Siaha         | Co-Treatment System (STP cum FSTP)            |
| 6     | Lawngtlai     | Co-Treatment System (STP cum FSTP)            |
| 7     | Mamit         | Co-Treatment System (STP cum FSTP)            |
| 8     | Saitual       | Co-Treatment System (STP cum FSTP)            |
| 9     | Khawzawl      | Co-Treatment System (STP cum FSTP)            |
| 10    | Hnahthial     | Co-Treatment System (STP cum FSTP)            |
| 11    | Vairengte     | On-site Grey water treatment system           |
| 12    | Zawlnuam      | FSTP with On-site Grey water treatment system |
| 13    | Lengpui       | On-site Grey water treatment system           |
| 11    | Vairengte     | On-site Grey water treatment system           |
| 12    | Zawlnuam      | FSTP with On-site Grey water treatment system |
| 13    | Lengpui       | On-site Grey water treatment system           |
| 14    | Kawnpui       | On-site Grey water treatment system           |
| 15    | Thenzawl      | On-site Grey water treatment system           |
| 16    | Sairang       | Co-Treatment System (STP cum FSTP)            |
| 17    | Tlabung       | FSTP with On-site Grey water treatment system |
| 18    | Bairabi       | On-site Grey water treatment system           |
| 19    | Darlawn       | FSTP with On-site Grey water treatment system |
| 20    | N. Vanlaiphai | FSTP with On-site Grey water treatment system |
| 21    | Khawhai       | FSTP with On-site Grey water treatment system |
| 22    | Biate         | FSTP with On-site Grey water treatment system |



### **Standard for effluent discharge**

Urban Development & Poverty Alleviation Department intended to meet the effluent discharge norms for the proposed treatment as suggested by Central Pollution Control Board (CPCB). Also, in the future it intends to reuse the treated water looking for treated water quality given below:

| <b>Parameters</b> | <b>Sewage</b> | <b>Treated Water</b> |
|-------------------|---------------|----------------------|
| BOD               | 250 mg/l      | ≤ 30 mg/l            |
| COD               | 400 mg/l      | ≤250 mg/l            |
| TSS               | 240 mg/l      | ≤100 mg/l            |
| Faecal Coliform   |               | ≤ 1000 MPN/100 ML    |

#### **Study shall be undertaken as per requirements of SBM- U for:**

- Condition Assessment of Existing Sewerage and STPs at Towns
- Wastewater generation quantity assessment as per CPHEEO Manual for design of STPs
- Design of intercepting sewer approaching to STP and pipes from effluent sump to disposal point.
- Gaps assessment, plan for laying of connecting sewerage and construction of STPs.
- Feasibility Assessment for STPs to meet effluent quality defined in Annexure E for reuse and recycle.
- Feasibility Assessment and DPR Preparation for Infrastructure for Reuse of Treated water
- Tender Preparation

#### **Broad scope of work is given below:**

##### **1) Planning stage**

- i. Reconnaissance survey & Collection of GIS/Satellite Maps.
- ii. Site Assessment & Situation Analysis.
- iii. Sampling and analysis of waste water.
- iv. Topographical Surveys & Generation of Contour.
- v. Zoning of project area, gap analysis and identification of outfall points of wastewater system depending upon the topography.
- vi. Identification of disposal points for treated waste water.
- vii. Demographical Analysis & Population projections.
- viii. Finalization of STP locations & capacities.
- ix. Assessment of potential users for treated waste water.

##### **2) Design stage**

- i. Identification of various suitable STP technologies based upon influent and effluent characteristics, climatic conditions and requirement of potential users.
- ii. Evaluation of identified STP technologies & finalization of STP technology based upon life cycle cost.
- iii. Design engineering – Process design, customize unit sizing and layout as per site conditions.
- iv. Preparation of Hydraulic Designs of I&D Structure, Collection well, Pumping station, STP components & Pumping/Gravity Mains.
- v. Preparation of Detailed Drawings

### **3) Cost Estimation Stage**

- i. Preparation of specifications and rate analysis based on standard Schedule of Rates, Electro-Mechanical rates based on quotations.
- ii. Preparation of cost estimates for civil and Electro-Mechanical components.
- iii. Preparation of Operation & Maintenance Cost for 5 years.
- iv. Preparation of Bill of Quantities.

### **4) Report Stage**

- i. Preparation of Draft Detailed Project Report (DPR).
- ii. Approval of Draft DPR.
- iii. Preparation of final DPR duly incorporating the observations mentioned in Draft DPR (if any).
- iv. Approval of final DPR

### **5) Tender Stage**

- i. Preparation of Tender documents with detailed standard specifications, terms & conditions, schedules, eligibility criteria in accordance with client.
- ii. Approval of Tender Documents from the concerned authority.
- iii. Incorporation / Modification of tender documents in line with client suggestions.
- iv. Preparation of NIT.

**Appendix F-SAMPLE FORMAT FOR PERFORMANCE GUARANTEE**

To

\_\_\_\_\_ [name of client]  
\_\_\_\_\_ [address of client]

WHEREAS \_\_\_\_\_ [name and address of Contractor] (here after called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the Contract).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of [amount of guarantee]\*(in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 60 days from the date of stipulated expiry of the Completion period.

Signature and Seal of the Guarantor

\_\_\_\_\_

Name of Bank

\_\_\_\_\_

Address

\_\_\_\_\_

Date \_\_\_\_\_

An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**Appendix G-SAMPLE FORMAT FOR EARNEST MONEY (BANK GUARANTEE)**

WHEREAS, contractor..... (Name of contract) (Hereinafter called “the Contractor”) has submitted his tender dated ..... (date) for the ..... (name of work) (Hereinafter called “The Tender”).

KNOW ALL PEOPLE by these presents that we .....(name of bank) having our registered office at .....(here after called “the Bank” are bound unto .....(Name and division of **Director**) (hereafter called “the officer-in-charge”) in the sum of Rs. .... (Rs. In words .....) for which payment well and truly to be made to the said Director the Bank binds itself, his successors and assigns by these presents.

SEALED with the common Seal of the said Bank this ..... Day of ..... 20....

The CONDITIONS of this obligation are:

1. If after tender opening the contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of tender;
2. If the contractor having been notified of the acceptance of his tender by the Director:
  - a) Fails or refuses to execute the Form of Agreement in accordance with the Instruction to the Contractor, if required; or
  - b) Fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of the of the RFP document and instructions to the Contractor, or
  - c) Fails to start the project, in accordance with the provisions of the contract and instructions to the Contractor, or
  - d) Fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the **Officer-in-Charge** up to the above upon receipt of his written demand, without the **Officer-in-Charge** having substantiates his demand, provided that in his demand the **Officer-in-Charge** will note that the amount claimed by him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \*..... after the deadline is stated in the Instructions to Contractor or as it may be extended by the Officer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in the respect of this guarantee should reach the Bank not later than the above date.

Date.....

**WITNESS**.....

(SIGNATURE, NAME AND ADDRESS)

**SIGNATURE AND SEAL OF THE BANK  
WITH DATE**

## Appendix H- SAMPLE FORMAT OF AGREEMENT

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between

\_\_\_\_\_ [Name and addresss of the client] (hereinafter called “the Client”) of one part and

\_\_\_\_\_ [Name and address of Contractor] (hereinafter called the “the Contractor”) of the other part

Whereas the Client is desirous that the Contractor “[insert name of the work], [name and identification number of Contract] (hereinafter called the “the Works”) and the Client has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of Rs.....

NOW THIS AGREEMENT WITNESS as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Client to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Client hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - a) Letter of Acceptance
  - b) Notice to proceed with the works
  - c) Contractor’s Bid
  - d) Contract Data
  - e) Conditions of contract (including Special Conditions of Contract)
  - f) Specifications
  - g) Drawings
  - h) Bill of Quantities (optional)
  - i) Payment Schedule
  - j) Any other document listed in the Contract Data as forming part of the Contract.

In witness whereof the parties thereto have signed this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_

Was here unto affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Client

Binding Signature of Contractor

