



No. D.46013/1/2024-SPO(SS)/Pt-I
OFFICE OF THE STATE PROJECT DIRECTOR

SAMAGRA SHIKSHA, MIZORAM

(Mizoram School Education Mission Society)

McDonald Hill, Zarkawt, Aizawl - 796007

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Dated Aizawl, the 5th May, 2026

NIT No. 1 (Civil Works) of 2026-2027

On behalf of Samagra Shiksha, Mizoram, the State Project Director invites bid in two-envelope system from eligible empaneled firms under Finance Department, Govt of Mizoram for execution of construction works as details given below: -

Sl. No.	District Name	Activity	School Name	Tender Amount	Earnest Money
1	Khawzawl	Dilapidated Building	Pamchung UPS	42,38,889.00	84,777.78
2	Aizawl	DIET	Construction of DIET Building	8,17,48,820.96	16,34,976.42
Total				8,59,87,709.96	

1. The tender documents and other details can be obtained from the Office of the State Project Director on payment of Rs 1500/- and Rs 2500/-, and can be viewed and downloaded from the department website www.samagra.mizoram.gov.in and <https://tender.mizoram.gov.in>.
2. Date of issue of inviting tender: 25th May, 2026.
3. Place and date of pre-bid meeting: Information will be notified, if such a meeting is scheduled.
4. Deadline for submission of bids: 23rd June, 2026; 12:00PM.
5. Time and date for opening of technical bids: 23rd June, 2026; 01:00PM.
6. Time and date for opening of financial bids: 24th June, 2026; 11:00AM.
7. Place of opening of bids: Conference Hall, State Project Office, Samagra Shiksha, School Education Complex, McDonald Hill, Zarkawt, Mizoram.
8. Earnest money is to be paid by Treasury Challan, deposit at Call Receipt of a scheduled bank guaranteed by RBI, Banker's Cheque of a scheduled bank, Demand Draft of a scheduled bank (auto-renewal mandatory), Fixed Deposit Receipt (FDR) of a scheduled bank and must be valid up to at least 45 days beyond the validity period of the tender (i.e., a total validity

period of 135 days). The earnest money should be submitted as explained in the instruction to bidders failing which the tender will be rejected.

9. All the information/corrigendum/addendum related to the bid shall be published on the website www.samagra.mizoram.gov.in and <https://tender.mizoram.gov.in>

10. For details of the work and any clarification regarding the tendering process please contact the office of the State Project Director during office hours.



(MALSAWMTLUANGA)

State Project Director
Samagra Shiksha, Mizoram

**TENDER DOCUMENT
FOR**

**“CONSTRUCTION OF OF BUILDINGS
NIT No.1 (CIVIL WORKS) OF 2026-27**

**UNDER
SAMAGRA SHIKSHA
MIZORAM**

Part – I

SAMAGRA SHIKSHA

: MALSAWMTLUANGA

1. Name of Work : _____
2. Name of Location/Village : _____
3. Amount : _____
4. Completion Period : **2 years**
5. Date of issue of Inviting Tender : **25th May, 2026 (Monday)**
6. Deadline for receiving Bids : **23rd June, 2026 (Tuesday); 12:00PM**
7. Time & Date for Opening Technical Bids : **23rd June, 2026 (Tuesday); 01:00PM**
8. Time & Date for Opening Financial Bids : **24th June, 2026 (Wednesday); 11:00AM**
9. Place of Opening Bids : **Conference Hall, State Project Office, 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)

a) 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 is found reasonable.

2. Eligible bidders

- 2.1 This Invitation for Bids is open to all empaneled firms under the Finance Department, Government of Mizoram and as defined in Clause 3.1 (a) of ITB.
- 2.2 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, State Government or any public undertaking by whatever name called under the Central or the State Government.
- 2.3 The registration of bidder (Contractor/Firm) should be valid on the last date of sale of tender. In case the last date of sale of tender is extended, the registration of Contractor/Firm should be valid on the original date of sale of tender.
- 2.4 The bidder should be financially sound and must be able to execute the contract, if awarded, as per the work program approved by the Employer with his own resources without interruption in between payment of Running Bills.

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 empaneled firm (for the particular work) with valid registration under Finance Department, Govt of Mizoram.
 - (b) An affidavit in a Non-Judicial Stamp Paper, signed and stamped by Notary or Magistrate indicating details of Key Personnel for the assignment with qualifications, relevant experience and contact information, along with bank credit statement showing three salary payment entries (in three consecutive months or three different months) made to the concerned key personnel as proof of their engagement with the Firm.

Position	Name	Qualification	Years of experience (General)	Years of experience in proposed position	Contact Number

3.2 Each bidder must produce:

- (a) An affidavit in a Non-Judicial Stamp Paper, signed and stamped by Notary or Magistrate indicating that the information furnished with the bid documents is correct in all respects. (Original Copy)
- (b) Attested copy of GST Registration Certificate of the bidder (Contractor/Firm).
- (c) Quality Assurance/ Management Systems.
 - Name and quality of materials planned to be utilized.
 - Quality management structure.
 - Material quality control.
 - Maintenance record.
 - Sampling, testing and documentation.
 - Inspection programme.
- (d) Information on litigation history in which the bidder is involved.

Other Parties	Employer	Cause of Dispute	Amount involved	Remarks showing present status

In absence of any litigation against the Firm, the same information (table) must be provided to indicate zero/NIL litigation.

- (e) Work Methodology.
- 3.3 Minimum Average Annual Turnover and Financial Statement of the bidder (minimum 40% of the tendered amount) for last 3 years as audited by Registered Chartered Accountant. (Attested Copy)
- 3.4 Bank Solvency Certificate of the amount equal to or not less than 40% of the tendered amount to indicate that the bidder is financially sound and must be able to execute the contract, if awarded, with his own resources without interruption in between payment of Running Bills. (Original Copy)
- 3.5 Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on date of bid.
- a) Existing commitments and on-going government work:

Description of work	Place & State	Contract No	Name and Address of Employer	Value of contract (₹ in Lakh)	Stipulated period of completion	Value of remaining works to be completed	Anticipated date of completion

In absence of any commitments or on-going government works by the Firm, the same information (table) must be provided to indicate zero/NIL on-going works.

b) Works (Government) for which bids already submitted.

Description of work	Place & State	Name and Address of Employer	Estimated Value of work (₹ in Lakh)	Stipulated period of completion	Date when decision is expected	Remarks

In absence of any bids submitted for government works by the Firm, the same information (table) must be provided to indicate zero/NIL bids submitted.

- 3.6 An affidavit in a Non-Judicial Stamp Paper, signed and stamped by Notary or Magistrate indicating that the Firm is not engaged in executing more than five (5) different on-going government works simultaneously must be submitted. (Original Copy)

4. Disqualification

- 4.1 Absence of any one of the documents and/or failure to meet any of the criteria stated in Clauses 3, 9, 11.1, 12.2 & 13 of ITB will be disqualified with the acceptance of the bidders.
- 4.2 Even if 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 field of work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to the Employers.
 - (d) Engaged in more than five (5) different on-going government works.
 - (e) If all the terms and conditions mentioned in the Tender Document are not followed.
- 4.3 Bids quoted at a rate more than five percent (5%) below the Tender Amount shall be treated as unworkable and shall be rejected. Bids quoted at a rate up to and including five percent (5%) below the Tender Amount shall be considered valid. Bids quoted above the Tender Amount shall not be accepted.

5. No. of Bids per bidder

- 5.1 Each bidder shall submit only one (1) bid for one (1) work. A bidder who submits more than one (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, ground working conditions including stocking of materials, installation of tools & plants etc. No claim whatsoever on such account shall be entertained by the Department in any circumstances.

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 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

The bid submitted by the bidder shall be in two separate parts, Technical Bid & Financial Bid. The bid shall be submitted as under:

Part-I

It shall be named "Technical Bid" and shall comprise of inside covers as below—

Part-I (a)

- i. Earnest Money in a separate sealed envelope cover marked, "Earnest Money Deposit" as specified in Clause 11 of ITB.

Part-I (b)

- i. Qualification information, supporting documents, affidavit and other documents as specified in Clause 3 of ITB.
- ii. Tender Document (including drawings of the building) giving signature with date in every page (including every blank page).
- iii. Each and every blank page marked with the word "BLANK" (either handwritten or seal).

Part-II

It shall be named "Financial Bid" and shall comprise of –

- (a) Form of Bid as specified in Part IV.
- (b) Priced Bill of Quantities as specified in Part VI of ITB.

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 Firm 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.
- 10.3 Bidders are required to quote the Rates up to two decimal points only. If any of the Rates contain more than two digits after decimal place, only the first two digits shall be considered without any rounding off.
- 10.4 The Bill of Quantities Amount shall also be up to two decimal points only. If the Bill of Quantities Amount contains more than two digits after decimal place, only the first two digits shall be considered without any rounding off.
- 10.5 The estimated cost put to tender are inclusive of all taxes viz. GST, Labour Cess, etc.

11. Earnest Money.

- 11.1 The bidder shall furnish, as part of the bid, Earnest Money of 2% of the Tender Amount which must be valid up to at least 45 days beyond the validity period of the tender (i.e., a total validity period of 135 days)
- 11.2 The Earnest Money shall, at the bidder's option, be in the form of any one of the following, issued in favor of the name of the Employer (Firm) given in Part – I:
- 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 (Auto-renewal mandatory).
 - v) Fixed Deposit Receipt (FDR) of a scheduled bank.
- 11.3 The Earnest Money of unsuccessful bidders will be returned within 30 days of declaration of result of technical bid evaluation.
- 11.4 The Earnest Money of the successful bidders will be discharged when the bidder has signed the Agreement and furnished the required Performance Guarantee.

12. Format and Signing of Bids:

- 12.1 The bidder shall submit one (1) set of the bid comprising of the documents as described in Clause 9.
- 12.2 The terms, conditions and specifications mentioned in Tender Document shall be binding on the bidder and no condition or stipulation contrary to the conditions shall be acceptable. It may be noted that the offer of the bidder who does not accept the terms and conditions stipulated in this Tender Document shall be liable to be rejected without assigning any reason whatsoever. Bidder should sign in each and every page including blank pages that are marked "BLANK", as a token of acceptance of each and every term of the Tender Document with date.
- 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 bidder, 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).
- 12.4 The tender shall be completely filled in all respects with requisite information. Any tender incomplete in any particular shall be liable to be rejected.

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 marked as "Tender Document". The inner envelopes will have markings as follows:

- a) Technical Bid

Technical Bid

To: (Name and address of the Employer)

Name of Work: _____

From: (Name and address of the Bidder)

b) Financial Bid

Financial Bid

To: (Name and address of the Employer)

Name of Work: _____

From: (Name and address of the Bidder)

13.2 The outer envelope containing the Technical Bid (including Earnest Money in separate envelope) & Financial Bids will have marking as follows:

Tender Document

Tender Document

To: (Name and address of the Employer)

Name of Work: _____

From: (Name and address of the Bidder)

13.3 The contents of the Technical and Financial Bids shall be as specified in Clause 9 of ITB.

13.4 The sealed envelopes shall be received in the stipulated address during the office hours till the last date and time of submission of the bid as mentioned in Part-I of ITB. The Employer/Department will not be held responsible for any delay, loss or damage of the bid documents. If the bid documents as defined in Clause 13.1 and Clause 13.2 are not received in due time, the bid shall be declared non-responsive.

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 choose 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 first.

- 15.3 In all other cases, the availability of items defined in Clauses 3, 9, 11.1, 12.2 & 13 of ITB will be accepted.
- 15.4 Evaluation of Technical Bids with respect to bid security, qualification information and other information furnished in Clause 9 of ITB shall be taken up immediately.
- 15.5 The Employer shall notify, whose Technical Bids are found responsive the 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 shall be announced. The Financial Bids of only those bidders will be opened. 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	Min. Marks	Max. Marks
1	Methodology (Marks will be awarded based on the quality and comprehensiveness of the work plan and management approach proposed by the bidder.)	25	30
2	Suitability of Key personnel for the assignment		
	a) Qualification	20	25
	b) Relevant Experience	20	25
3	Minimum Average Annual Turnover & Financial Statement of the bidder (minimum 40% of the tendered amount) for last 3 years (as per audited by Registered Chartered Accountants).	5	10
4	Quality Assurance/Management Systems (Marks will be awarded based on the understanding and application of quality assurance and management principles, compliance with standards, risk management practices, monitoring systems.)	5	10

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 overall scoring will be based on a 30:70 weighting, where 30% of the score will be for technical proposal and 70% from the financial proposal. This ratio will be used to combine the two scores for final evaluation.

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 rejection of his bid.

18. Examination of Bids and determination of Responsiveness

18.1 During the detailed evaluation of "Technical Bid" the Employer will determine whether each bid (a) meets the eligibility criteria defined in Clause 3, (b) has been properly signed, (c) is accompanied by the required securities/EMD and, (d) is 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 and 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's capability to manage similar nature of work.
- iv. The bidder's past litigation history.
- v. The methodology and schedule proposed for the work.
- vi. 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 found to be eligible in accordance with the provision of Clause 2 and qualified in accordance with the provision of Clause 3 of ITB.
- 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 Single offers received in response to a call for open tenders should be considered for award if it is determined that publicity was adequate, bid specifications conditions were not restrictive or unclear and bid prices are considered reasonable. (As per Manual on Financial Management and Procurement 2024, Samagra Shiksha Clause-7.17.34 (b))
- 19.4 The Employer will have the right not to award the lowest bidder without announcing any reason behind.
- 19.5 If two or more bidders achieve equal scores in both the Technical and Financial Bid evaluations, such firms may be asked to submit sealed documents of work experience. In case any such Contractor/Firm refuses to submit required document, then it shall be treated as withdrawal of his tender before acceptance and 50% of Earnest Money shall be forfeited.

The final selection of the successful bidder shall be referred to the State Level Purchase Committee, Samagra Shiksha, Mizoram. The State Level Purchase Committee reserves the right to award the tendered work to any qualified bidder deemed to best serve the interests of maintaining the quality of work.

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/Firm 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 guarantee in accordance with the provisions of Clause 21 of ITB.

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 guarantee is furnished.

21. Security Deposit

The security deposit amounting to 2.5 % of the tendered amount for the work shall be collected by deductions from the running bill of the Firm at the rate of 2.5 % of the gross amount of the bill. This is in addition to the performance guarantee that the Firm is required to deposit as per Clause 22 of ITB.

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.

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 Firm 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
LETTER OF ACCEPTANCE

To,

_____ (Name of the Firm)

_____ (Address of the Firm)

Subject: Letter of Acceptance

Sir,

In response to the Tender NIT No. _____ submitted by your Firm and approval of State Level Purchase Committee under _____ (Employer), held on _____ (Date), your Firm has been awarded for the _____ (Name of Work) under _____ (Employer) as per your quoted amount _____ (Amount quoted by Tenderer).

The GST for Civil Works shall be filed at 18% as shown in the Bill of Quantities, wherein a total of 16% is to be paid by the Contractor/Firm for GST and the remaining 2% is to be deducted from each running bill and paid by SPO for GST as TDS in both Civil Works and Electrification Works.

You are hereby requested to submit the Performance Guarantee of Rs. _____ (Amount of Performance Guarantee) i.e., 5% of the quoted amount within 15 days from the date of issue of this letter. The Performance Guarantee shall be in the prescribed form as stipulated in Chapter 4B Clause 11. (i) and Schedule E of the **Central Public Works Department- General Conditions of Contract Construction Works, 2023** in the form of:

1. Insurance Surety Bonds
2. Account Payee Demand Draft
3. Fixed Deposit Receipt
4. Bank Guarantee of any Commercial Bank

in the name of the Employer and shall be valid up to the stipulated date of completion plus six (6) months beyond that.

Upon submission of the prescribed Performance Guarantee, the contract agreement will be signed and the work order will be issued accordingly.

It may be noted that a Security Deposit amounting to 2.5% of the quoted amount shall be collected through deductions from the running bills, as stipulated in Chapter 4B Clause 11 (ii) and Schedule E of the **Central Public Works Department, General Conditions of Contract Construction Works, 2023**. The **Security Deposit** shall be released only after the expiry of the **Defect Liability Period**, subject to satisfactory completion of the work and compliance with the contractual provisions.

Yours faithfully,

(Signature of Employer): _____

(Name of Employer): _____

(Designation of Employer): _____

Part – IV
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 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 Form of Bid with the Bid itself

Part – V
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 Firm shall execute according to the items given in Bill of Quantities.
- 2.2 The Firm shall not have the right to alter the conditions at any cost. In case any alteration is found necessary in the specifications, the same shall be brought to the notice of the State Project Director immediately.
- 2.3 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 whatsoever.
- 2.4 In order to ensure the quality and timely completion of the work, the Firm should remain present in contact with the State Project Director.
- 2.5 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 Complex Building, Top Floor, Mc Donald Hill, Zarkawt, Aizawl.

4. Stages of Deposit and Payments

- 4.1 A Security Deposit & Performance Guarantee will be retained by the State Project Director. The security retained amount will be returned after twelve (12) months of issue of the Completion Certificate, 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.

5. Inputs from State Project Director Office, Samagra Shiksha:

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

6. General Requirements:

- 6.1 The State Project Director reserves full right to alter its requirements.
- 6.2 A pre-bid conference may be arranged by the State Project Director if deemed necessary, wherein potential bidders may meet with the representatives of the implementing authority to seek clarifications. Copy of minutes of the pre-bid conference shall be furnished to the bidders who had already purchased the bid documents.
- 6.3 The decision of the State Project Director will be final in all matters.
- 6.4 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.
- 6.5 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 Firm or the implementing agency shall not have the right to claim the original amount by any means.
- 6.6 In cases where the works are not properly executed, the Employer shall issue a show cause notice to the Firm. If the Firm receives three such notices, the contract shall be terminated.
- 6.7 All bill will be paid according to work done by maintaining MB (Measurement Book) by the Contractor/Firm and the concerned District Engineers.

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