

No.B.13017/2/2017-DTE(SW)
GOVERNMENT OF MIZORAM
DIRECTORATE OF SOCIAL WELFARE

Dated Aizawl, the 26th July, 2017.

SHORT TENDER NOTICE

Short Tender in sealed cover is hereby invited for and on behalf of the Governor of Mizoram from all empanelled Consultancy Firms for construction of Observation Home/Special Home Complex at Pukpui with fund received from North Eastern Council (HRD&E) to be received by the Director of Social Welfare, Mizoram, Chaltlang, Aizawl within one week (seven days) from the date of issue of Short Tender Notice upto **3:00 PM** i.e. **2nd August, 2017**. The tenders will be opened by the Director of Social Welfare or his authorized representative at the same time on the same day. The tenderers or their authorized representatives may be present at the time of opening of tenders if they so desire.

The tenders shall be in two parts bid – (1) Technical Bid and (2) Financial Bid in a separate sealed cover clearly mentioning the kind of bid and putting both the sealed covers in one bigger cover which should also be sealed and duly superscribed.

The Technical Bids will be opened at the first instance and evaluated by the Technical Committee of the Department and the financial bids of only the technically acceptable offers should be opened for further evaluation before awarding the contract.

Approved Agency who may fully concentrate on the implementation of the Project within a short period of time will be given preference.

TERM OF REFERENCES

1. Introduction:

- 1.1 The Govt. of Mizoram represented by the Secretary to the Govt. of Mizoram, Social welfare Department submitted proposal for establishment of Observation Home/Special Home to be located at Pukpui, Lunglei to the North Eastern Council, (HRD&E, Govt. of India). The North Eastern Council approved Rs. 422.72 lakh for the construction, out of which Rs.407.13 lakh is the work component, and already released Rs.30.43 lakh as 1st Instalment.
- 1.2 The Employer has decided to execute the project on Design and Build basis (Total turnkey basis) to facilitate timely initiation of the project and avoid delays in execution and ensure completion of the project, as per

approved designs, within the approved project cost and has decided to carry out bidding process from amongst the empanelled consultancy firms notified by Finance Department in the State Government vide No.A.46011/1/2010-F.Est./379-382 of 8th Sept. 2016 for selection of a private entity as the Bidder to whom the preparation of Detailed Project Report and execution of Civil Construction work may be awarded.

1.3 Financial Implications of the Project are as follows:

The North Eastern Council (HRD&E) Govt. of India will bear 90% of the approved amount and 10% State Matching share will be provided by State Government as per Guidelines of NEC.

2. Terms of Reference

2.1 **Scope of work** : The scope of work to be performed by selected agency will include (but is not limited to) the following tasks:

a) i) The Agency shall prepare Detailed Project Report (DPR) of the project within 30 days from the date of issue of LOA after getting the design concept and broad specifications duly approved by the Employer.

ii) The preparation of DPR shall be undertaken based on requisite site survey and approved amount of NEC. It should incorporate standard architectural drawing/designs, latest specification of PWD, Govt. of Mizoram, standard engineering practices and instructions issued by the employer from time to time.

iii) The agency shall incorporate all necessary changes in the DPR as may be suggested by the Employer subsequently.

b) The Agency shall also get the work executed in accordance with the technical sanction and drawings, design and specification in the approved DPR and ensure completion of the project within the project cost and project period as specified in the Contract Document.

c) The agency shall render all required support to the Employer for the completion of the project.

3. Information to Bidders

3.1 **Brief Description of Bidding Process:-** The employer has adopted Technical and Financial Bidding process for selection of the Bidder for award of the Project, from amongst the Firms empanelled by the State Govt. In the Finance Dept. Vide No. A.46011/1/2010-F.Est./379-382 of dt. 8th Sept., 2016 (appended at Annexure). The applicant must satisfy themselves that they are qualified to bid and should give an understanding to this effect.

3.2 Schedule of the bidding process:-

<u>Event description</u>	<u>Date</u>
1. Last date of submission of bids:	15:00 Hrs. of 2 nd August, 2017
2. Opening of bids:	16:00 Hrs. of 2 nd August, 2017
3. Letter of Award (LOA):	Within 14 days from 2 nd August, 2017
4. Signing of Contract Agreement:	Within 7 days of LOA
5. Name and address of contact person:	
Mrs. Laldikkimi Joint Director Social Welfare Department Chaltlang, Aizawl, Mizoram Ph. No. 2340870	

4. General Terms of Bidding

- 4.1 The following details are to be furnished that will form a part of the Bid documents :
- Name and year of establishment of the Agency.
 - General Profile of the Agency indicating core competence and area of specialization and services rendered in the field of Infrastructural Project Design and planning.
 - Value and size of the civil construction projects handled by the agency since its inception.
 - Number of Professional and technical staff with qualifications and experience of each staff.
 - Audited Financial Report of the firm for the last three years, indicating Turnover.
- 4.2 The Bidder shall provide all the information sought under this RFP and any other relevant information as deemed fit by the Bidder. The employer will evaluate only those Bids that are complete in all respects.
- 4.3 The bid and other documents shall be typed and signed by the authorized signatory of the Bidder.
- 4.4 The bid should be sealed in an envelope and shall clearly bear the following identification.
“Bid for Construction Observation Home/Special Home to be located at Pukpui, Lunglei” and shall clearly indicate the name and address of the Bidder.

- 4.5 Each of the envelope shall be addressed to:
The Director,
Social Welfare Department,
Mizoram: Aizawl.
- 4.6 If the envelopes are not sealed and marked as instructed above, the employer assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent loses, if any, suffered by the Bidder.
- 4.7 Bid received by the employer after the specified time on the Bid due shall not be eligible for consideration and shall be summarily regretted.
- 4.8 The Bidder shall be responsible for all the costs associated with the preparation of their bids and their participation in the Bidding process. The Employer will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the Bidding process.
- 4.9 Bidder are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site condition, traffic, location surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws & regulation and any other matter considered relevant by them.
- 4.10 Notwithstanding anything contained in this Request for Proposal (RFP), the employer reserves the right to reject any bid and to annul the Bidding process and reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof.
- 4.11 Information relating to examination, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not officially assisting the Employer concerning the Bidding Process. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer or as may be required by law or in connection with any legal process.

5. Opening and Evaluation of Bids

- 5.1 The Employer shall open the Bids at 15:00 hrs. on the Bid Due Date at the place specified in the presence of the Bidders who choose to attend.
- 5.2 The Employer will subsequently examine and determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:
- a) It is received by the Bid due date including any extension thereof, if any.
 - b) It is signed, sealed and marked as stipulated in clause 4.4
 - c) It is accompanied by the Power of Attorney as specified in clause 4.3
 - d) It contains all information (Complete in all respects) as requested in this RFP.
 - e) It does not contain any condition or qualification.
- 5.3 The Employer reserves the right to reject any Bid which is non-responsive and no request for alternation, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bids.
- 5.4 Subject to the provision of clause 4.10, the Bids adjudged as responsive in terms of clause 5.2 shall be evaluated by the State Level Consultancy Evaluation Committee (CEC) constituted by Finance Department Vide: A.46011/1/210-F.Est. dt. 9.12.2011.
The Bid will be evaluated on the basis of the following evaluation criteria.

Sl/No	Details
1	Experience of the firm in execution of Civil Construction projects in the State.
2	Experience of assignments related to preparation of DPR for Civil Infrastructure Works.
3	Methodology, Work plan and understanding of ToR.
4	Suitability of Key Personnel for the assignment. a) Qualification b) Relevant Experience
5	Financial Strength of the Consultant. Turnover Figures for last 3 years.
6	Financial bid

- 5.5 After selection, a Letter of Award (“LOA”) shall be issued by the Employer to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the issue of the LOA, acknowledge receipt of the same indicating therein its acceptance or otherwise of the LOA and the assignment.
- 5.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, a Deed of Agreement shall be executed between the Employer and the Selected Bidder within the period prescribed in Clause 3.2 Sl.No. 4.
- 5.7 Any queries or request for additional information concerning this RFP shall be submitted in writing to the officer designated in Clause 4.5.
- 5.8 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Employer makes official intimation of award to the Selected Bidder. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Employer on matters related to the Bids under consideration.

6. General Terms and Condition for Tender and Contract

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

- 6.1.1 **Definitions:**
For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them:-
- 6.1.2 **Approval**—means approval in writing by the designated officer of the employers.
- 6.1.3 **Contractor** – means the contractor or contractors or suppliers or agencies employed by the Executing Agency for the work or any connected work, including the Executing Agency itself in case any work is done directly by the Executing Agency.
- 6.1.4 **Employer** – Means the Social Welfare Department, Government of Mizoram represented by Director, Social Welfare Department, Government of Mizoram and shall also include its administrators, executors and assignees.
- 6.1.5 **Executing Agency** – also referred to as ‘Agency’ means an agency appointed by the employer for execution of the works under the project as may be defined in the agreement.

- 6.1.6 **Executing Agency Charges** – means the project executing charges payable to the Executing Agency as a percentage of the actual cost.
- 6.1.7 **Letter of Award (LOA)** – as defined in Clause 5.5
- 6.1.8 **Project/Work** – means preparations of DPR, design and civil works pertaining to the construction of Observation Home/Special Home.
- 6.1.9 **Security Deposit**– Within 10 days of receipt of the letter of acceptance of LOA and before signing of agreement, the successful bidder shall deliver performance security deposit of 5% of the total estimate in the form of Bank Draft drawn in favour of Director of Social Welfare Dept. payable at Aizawl.

6% of each running bill shall be deducted which will form part of security deposit.

The performance security deposit of 5% shall be released as soon as completion certificate is issued by the Department. The retention money of 6% shall be released when the defect liability period of 6 months from the date of completion is over.

The undersigned reserves the right to forfeit the whole or part of the Security Deposit for unsatisfactory execution of work or for breach of any terms and conditions laid down by the Government as per agreement bond signed.

6.2 **General:**

- 6.2.1 Subject to the provision of clause 6.2.4 below, the Successful Bidder shall be paid the actual Project cost for designing and building the entire project.
- 6.2.2 The cost of preparation of the DPR and the Executing Agency charges shall be in-built in the Project cost estimation in the DPR based on prevailing rates in the PWD SOR as approved by the State Govt. for Civil Construction Work.
- 6.2.3 All incidental charges including the work contract tax, service tax, VAT and any other tax or cess as applicable on the designing and execution of the project shall be incorporated as part of clause 6.2.2 above.
- 6.2.4 The Project Cost will includes cost paid by the Employer for the project Monitoring and Evaluation purposes.

6.3 **Role and Responsibilities of the Executing Agency.**

- 6.3.1 Executing Agency shall execute the works at approved cost as per approved technical designs and drawings.

- 6.3.2 The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, the quality of works as per approved designs and also the structural safety during and after completion of the project.
- 6.3.3 The Employer or the Society as mentioned in 6.8.1 can inspect and check the construction work from time to time to see that the buildings are being constructed as per drawings and specifications. If any defects are found or deviation from the Plan without the written permission of the Employer noticed during the inspection, the same will be rectified by the Executing Agency.
- 6.3.4 During the various stages of execution, Executing Agency shall submit monthly progress reports with site photographs.
- 6.3.5 The Executing Agency shall be responsible for proper structure, design, specifications and workmanship.
- 6.3.6 Liability for all defects in the construction work by the executing agency shall rest with them for a period of twelve months from the date of its handing over site complete in all respect to the Employer.
- Executing Agency shall be responsible for satisfactory rectification of defects.
- 6.3.7 Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at its own cost and expenses. In the event of the failure on the part of the Executing Agency to rectify the defects, the same may without prejudice to any other rights available to Employers in law can be got rectified by the employer for and on behalf of Executing Agency and at the cost and expense of the Executing Agency, after due notice of 30 days to the Executing Agency.
- 6.3.8 The Employer shall have the rights to deduct or set off the expenses incurred by it in rectifying the defects as aforesaid from or against any amount due and payable or becoming due and payable by the Employer to the Executing Agency under this agreement or from any other amount due. The Employer shall be entitled to claim the balance due with interest and recover the same from the Executing Agency, if the amount claimed is not paid and demanded.
- 6.3.9 The Executing Agency shall unless otherwise specified be fully responsible for procurement of all materials and services for the construction activity.
- 6.3.10 Executing Agency shall be fully responsible for acts or omissions committed by it.

- 6.3.11 The executing Agency shall be fully responsible to defend any suits or arbitration cases arising in respect of the project in connection with the Work between the Executing Agency and its sub-agency / workers as its own cost.
- 6.3.12 The Executing Agency shall, whenever required, obtain in writing approval of the local bodies for the planning and constructions contemplated in this agreement. However, the Employer shall render necessary support to the Executing Agency to the extent of writing letters to local bodies regarding getting such approvals.
- 6.3.13 The Executing Agency shall be fully responsible for observance of all labour laws and other laws applicable and shall indemnify and keep indemnified the Employer against effect of non-observance of any such laws by it or the sub-agency.

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

- 6.3.14 The Executing Agency shall send completion report with as built drawings and maintenance schedules for all the services to the office of the Employer in writing within 15 days of completion of work.
- 6.3.15 Responsibility to obtain Completion Certificate and Occupancy Certificate rest with the executing agency, and the project shall be deemed to have been completed and at the stage of handing over only when these are obtained from the local body(ies).
- 6.3.16 All plans, drawing, specifications, design, report and other documents prepared by the Agency in performing the services shall become and remain the property of the Employer, and the Agency shall, not later than upon termination or expiration of the Agreement, deliver all such documents to the Employer, together with a detail inventory thereof. The Agency may retain a copy of such document.
- 6.3.17 The Agency shall not, either during the term or after the expiration of the Contract period, disclose any property or confidential information related to the project, the Services, the contract or the Employer's business or operation without the prior written consent of the Employer.
- 6.3.18 Failure to comply with the provisions of the agreement shall lead to forfeiture of Security Deposit.

6.4 **Responsibility of the employer :**

The employer shall make available the site for the work to the Executing Agency.

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

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

6.5 **Completion of the project:**

6.5.1 The date of start of the work shall be reckoned from the day of LOA is issued by the Employer.

6.5.2 The work shall be completed in all respect within a period of 24 months from the date of issue of work order.

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

6.6 **Assignment of the Agreement :**

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

6.7 **Payment & Schedule of payment:**

6.7.1 The Employer shall give 75 % (seventy five percent) of the 1st installment received by the employer from NEC or 20 % of the Project cost, whichever is lesser, as Mobilization/Equipment/Secure Advance on production of Bank Guarantee with the same value from Scheduled Bank. The Advance taken shall be recovered in 5 (five) equal instalments.

6.7.2 The Executing Agency shall submit expenditure claim, copy of the expenditure statement duly certified by authorized signatory of the Executing Agency on the project, for adjustment of expenditure incurred from the funds advanced to the Executing Agency.

6.7.3 The remaining funds shall be released to the Executing Agency on actual execution basis on on-site measurements.

6.7.4 Payment of each bill will be made only after site verification is done by Assistant Engineer of Social Welfare Department and submission of the report thereof.

6.8 **Monitoring**

6.8.1 Effective monitoring shall be carried out by the Department/representatives of NEC/Agency entrusted by the Department to monitor the progress of the works in implementation of the project. To this end, the Agency shall furnish all the data and information, as may be prescribed by the employer from time to time.

6.8.2 The Agency shall maintain monthly report on the progress of work and submit to the employer regularly.


6.9 **Arbitration:**

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

6.10 **Force Majeure:**


In case of works damaged or destroyed but not yet measured and paid for, the compensation shall be assessed by the two Parties.

Executing Agency shall not be entitled to payment in respect of loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage.


(Dr. LALNUNTHARA)
Director,
Social Welfare Department,
Mizoram, Aizawl.

Memo No.B.13017/2/2017-DTE(SW) : Dated Aizawl, the 26th July, 2017.

- Copy to:-
1. P.S. to Hon'ble Minister, Social Welfare Department for favour of information.
 2. P.S. to Secretary to the Govt. of Mizoram, Social Welfare Department for information.
 3. All empanelled Consultancy Firms.
 4. Guard File.


Director,
Social Welfare Department,
Mizoram, Aizawl.