

**GOVERNMENT OF MIZORAM  
AGRICULTURE DEPARTMENT  
MIZORAM, AIZAWL**



**TENDER DOCUMENT**

**TENDER No.EE/AGR-AE/24/02(AZL)**

**PRESS TENDER NOTICE**

**NOTICE INVITING TENDER**

**NIT No.EE/AGR-AE/24/02(AZL) of Dt. 12/03/2024**

On behalf of the Governor of Mizoram the Director of Agriculture, Mizoram, Aizawl invites sealed items rates tenders from eligible class of Contractor of Mizoram PWD/Government Empaneled Firms for the following work(s) :-

Gr. No.	Name of work & Location	Physical Target (Km)	Estimated Cost put to tender (Rs)	Earnest Money (Rs.) (1%)	Cost of Tender Document (Rs)	Time of Completion
A	Providing PCC Flooring of existing Agriculture Link Road at Lau peng to Lik zau, Sialsuk, Aizawl District	1	57,85,400.00	57,854.00	1500.00	9 Months
B	Providing PCC Flooring of existing Agriculture Link Road at Ngawzawl zau, Sawleng, Aizawl District	1	54,42,200.00	54,422.00	1500.00	9 Months
C	Providing PCC Flooring of existing Agriculture Link Road at Changte Link Road to Tlawngkual Zau, Samlukhai, Aizawl District	1	57,36,400.00	57,364.00	1500.00	9 Months
D	Providing PCC Flooring of existing Agriculture Link Road at Saphal zau Link Road, Durtlang, Aizawl District	1	54,91,300.00	54,913.00	1500.00	9 Months
E	Providing PCC Flooring of existing Agriculture Link Road at Tualphei Zau Link Road, Phulpui, Aizawl District	1	55,40,300.00	55,403.00	1500.00	9 Months

Tender Document may be obtained from the Directorate of Agriculture, Engineering Branch, Aizawl during Office hours from 12.03.2024 on payment of prescribed cost (Non-Refundable) and Directorate of Agriculture website (<https://agriculturemizoram.nic.in/downloads.html>). **If the documents are downloaded from the website, the cost of tender document shall be submitted in a separate envelope marked as *Cost of tender document* without which, the tender shall summarily be rejected.** The tender will be received in the office of the undersigned up to **12:00 PM** on 11.04.2024 and the same will be opened on the same day at **1:00 PM**. Late submission of tender will not be accepted. If for any unforeseen reason, the tenders could not be received & opened on the stipulated date & time, the same will be received and opened in the next working day at the same time for which no separate communication will be made.

Sd/- (VANLALTHLAMUANA)

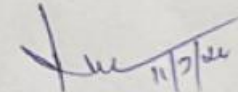
Director of Agriculture  
Mizoram, Aizawl

Memo No.G.27031/2/2024-25-DTE(AGR-AE)/Vol.I

Dated Aizawl, the 12<sup>th</sup> March, 2024.

Copy to-

1. The P.S to Hon'ble Minister, Agriculture Department for favor of kind information.
2. The Secretary to Govt. of Mizoram, Agriculture Department for favor of kind information.
3. The Director, Information & Public Relation, Mizoram, Aizawl. He is requested to publish through 2 (two) leading Local Dailies in 2 (two) consecutive issues each.
4. State Informatics Officer, NIC, Mizoram State Unit for favor of uploading in the Govt. of Mizoram website.
5. Deputy Director i/c Extn, Directorate of Agriculture for uploading on Department website along with tender document.
6. Notice Board.

  
Director of Agriculture  
Mizoram, Aizawl

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**GOVERNMENT OF MIZORAM  
DIRECTORATE OF AGRICULTURE  
MIZORAM : AIZAWL- 796001**

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website: [www.agriculturemizoram.in.nic](http://www.agriculturemizoram.in.nic)

No. G.27031/2/2024-25-DTE(AGR-AE)/Vol.I

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**TERMS AND CONDITIONS**

1. The enlistment of contractor should be valid on the last date of sale of tender.  
In case the last date of sale of tender is extended, the enlistment of contractor should be valid on the original date of sale of tender.
1. Issue of tender forms will be stopped at **4:00 PM on 10.04.2024** and tender will be received up to **12:00 PM on 11.04.2024** and will be opened on the same date at **1:00 Pm.**
2. Before tendering, the contractor shall have the right to inspect the site to fully acquaint himself/herself about the condition in regard to accessibility of site, nature and extend of ground working conditions including stocking of materials, installation of tools & plants etc., conditions affecting accommodation and movement of labor etc., required for the satisfactory

execution of the work contract. No claim whatsoever on such account shall be entertained by the Department in any circumstances.

3. Rate must be quoted both in figure and in words.
4. The estimated cost put to tender are inclusive of all taxes viz. GST, Cess etc.
5. Canvassing directly or indirectly in connection with the Tender is strictly prohibited and the tender submitted by the contractor, who resort to canvassing will be liable to be rejected.
6. **Each page of tender documents should be read carefully and signed with the date on both sides** after attending other needful. The Contractor should read the specification and study the working drawing carefully before commencing the work.
7. **All corrections in the Tender must be dated initialed by the Tenderer** before submission of the tender, without which the tender will be rejected.
8. **Valid Contractor Registration Certificate** (if Xerox it should be attested by competent authority) should be attached to the tender documents.
9. **Contractor GST Registration Certificate** (if Xerox it should be attested by competent authority) should be attached to the tender documents.
10. For Tribal tenderer, **Valid House Tax Payee Certificate and Tribal Certificate** (if Xerox, it should be attested by competent authority) should also be attached to the tender documents.
11. For **Govt. Empaneled Firms**, a **valid copy of latest Govt. notification** duly attested should be attached to the Tender documents
12. The rate quoted far below the existing MPWD SOR 2022 are not advisable and may be rejected. Therefore, contractors are advised to abide by Sl. No.2 of the Terms & Condition.
13. The tenderer or his representative may be present at the time of opening of tender.
14. Tender must be accompanied with **Earnest Money in a separate envelop marked as "Earnest Money"** in the form of Banker Cheque or demand draft of a National scheduled bank issued in favour of the Director of Agriculture, Mizoram; Aizawl.
15. The Bidder should have qualified Engineers in his pay roll as given in the table below and List of such Engineers with names and experiences must be provided.

Sl. No	Minimum qualification of technical representative	Discipline	Number
1	Graduate engineer (Compulsory)	Civil/Agril.Engg	1
3	Diploma engineer (if any)	Civil	1

16. Note: A retired assistant engineer from government service holding diploma will be treated at par with graduate engineers.
17. The Bidder should be financially sound and must be able to execute the contract, if awarded, as per the work program approved by the Department with his own resources without interruption in between payment of Running Bills. The Bidder's annual turn-over for the last consecutive



three years should be equal or more than the Tender Amount (a relevant Documents must support the financial soundness of the Bidder).

18. The Bidder must have executed at least three construction works under Government Agency or Govt. undertaking Organization during the last ten years. List of such works executed by the bidder and the contract value duly countersigned by executing Agency may be furnished along with the bid.
19. List of mandatory machinery, tools & plants to be owned or leased by the contractor are as follow. Contractor has to list down the items with quantity, owned or leased and related documents must be furnished.

Sl. No.	Item Description	Quantity	Unit	Owned/Leased
1	Concrete mixer of full bag capacity or more	1	No	
2	Needle vibrator	1	No	
3	Excavator	1	No	
4	Three wheel (80-100 kN) Static Roller	1	No	

20. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
21. The undersigned on behalf of Governor of Mizoram reserve the right to reject any or all of the tenders without assigning any reasons thereof and he does not bind himself for selection of the lowest tender.

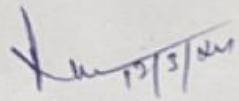
Sd/-

(VANLALTHLAMUANA)  
Director of Agriculture  
Mizoram, Aizawl.

Memo No. No. G.27031/2/2024-25-DTE(AGR-AE) Vol.I : Dated Aizawl the 12<sup>th</sup> March, 2024.

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- ✓ 2. The Secretary to Govt. of Mizoram, Agriculture Department for favor of kind information.
3. Deputy Director i/c Extn, Directorate of Agriculture for uploading on Department website along with tender document.
4. Notice Board.

  
Director of Agriculture  
Mizoram, Aizawl

**PURCHASE RECEIPT OF TENDER DOCUMENT**

**Item rate tender & contract for work**

(A) Tender No : .....

(B) Name of work : .....

(C) Group No. : .....

Issued to: .....

.....

Signature of officer issuing the document .....

Designation: .....

Date of Issue: .....

## **DECLARATION OF TENDERER**

I/We have read and examined the notice inviting tender & its **terms and conditions, Instruction to Bidder (ITB), General conditions of contract, special conditions for contractor**, detailed specification of works, bill of quantities, qualification information and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Governor of Mizoram within the time specified and in accordance to all respect with the instructions in **general conditions of contract & special conditions for contractor**.

I/We agree to keep the tender open for ninety (90) days from the due date of its opening and not to make any modification in its terms and conditions.

1% of tender amount is hereby forwarded as **Earnest Money** in the form of **Banker Cheque or demand draft of a National scheduled bank**. I/We agree to furnish the prescribed **Performance Security** within prescribed period, failing which the department have the right to black list me/us and will not bid any contract under Agriculture Department for a period of 5(years). Further, if i/we fail to commence work as specified, I / we agree without prejudice to any other right or remedy available in law that the said performance guarantee shall be forfeited for the property of the Government of Mizoram.

I/We hereby declare that i/we shall treat the tender document, BOQ and other records connected with the work as secret/confidential documents and shall not communicate information/derived there to any person other than a person to whom i/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

### **Witness Tenderer**

Signature:

Signature:

Name :

Name:

Postal address:

Mobile number:

Mobile number:



## AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
  
2. The undersigned also hereby certify that neither Me/our firm \_\_\_\_\_ has abandoned any works in India nor any contract awarded to us have been rescinded during the last five years prior to the date of this Bid.
  
3. The undersigned hereby authorize and request any Bank person, firm or corporation to furnish pertinent information deemed necessary and required by the Departments to verify this statement or regarding my (our) competence and general reputation.
  
4. The undersigned understand and agree that further information may be requested and agree to furnish any such information at the request of the Department.

(Signature of Authorized Signatory of the Firm) \_\_\_\_\_

Name of the signatory \_\_\_\_\_

Title of the signatory \_\_\_\_\_

Date \_\_\_\_\_

## **SECTION-I: INSTRUCTION TO BIDDERS (ITB)**

### **1. GENERAL**

1.1 The Tender shall be in conformity with the guideline in Mizoram “Item Rate Tender & Contract, Agreement CPWD Form 8” and the “CPWD Works Manual, Central Public Works Department.

1.2 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reasons, information furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a ‘nil’ or ‘no such case’ entry should be made in that column. If any particulars/query is not applicable in case of the bidder, it should be stated as ‘not applicable’. The bidder are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribe forms or deliberately suppressing the information may result in the bid being summarily disqualified. Bids made by telegram or telefax and those received late will not be entertained.

1.3 The bid should be in handwritten form/typewritten form. The bidder should sign each page of the application.

1.4 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialling, dating and rewriting.

1.5 Any information furnished by the bidder found to be incorrect either immediately or at later date, would render him liable to be debarred from tendering/taking up of work under Agriculture Department.

### **2. SUBMISSION OF TENDER**

2.1 The Employer has adopted two-part bids (two envelopes) bidding process for selection of an eligible Contractor/Executing Agency for award of the work amongst the Bidders by the State Government. The Bidders must satisfy themselves that they are qualified to bid and should give an understanding to this effect. The Tender shall be prepared according to “Terms and Conditions” attached in the Tender Invitation and instructions given in this document.

2.2 Bidder shall put both envelopes marked as Technical Bid & Financial Bid in one main envelope and should clearly mark Tender Number, Name of Work and Group No. and Bidder Name and Address. It shall be addressed to the Director of Agriculture, Mizoram: Aizawl.

2.3 Other than the Financial Bid (i.e BOQ), all other documents should be kept in Technical Bid envelope

2.4 The Tender shall be prepared according to “Terms and Conditions” attached in the Notice Inviting Tender (NIT) and instructions given in this document.

2.5 Those Bidder who downloaded bidding documents from Department website must submit cost of Tender Document i.e Rs.1500 in cash in separate envelope written with “**Cost of Tender documents**” and kept in the Technical Bid envelope.

### **3. EXTENSION OF TENDER CLOSING**

3.1 Employer may extend the deadline for submission of Tenders by issuing an amendment, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

### **4. EXPENSES IN THE PREPARATION OF TENDER**

4.1 The Tenderer shall be responsible for all expenses or loss incurred in the preparation and submission of his Tender.

## **5. TENDER PRICE/CONTRACT PRICE**

5.1 The Tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer will not be paid when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (BOQ).

5.2 The tender price/contract price shall be estimated in Indian Rupees (Rs.). The contract price shall include all costs for the Work such as costs for transportation, risk, overhead, profit, tax and all other applicable charges. The Contractor shall not have right to claim any additional costs even due to price increase of any factors for the contracted work and for any other reasons.

5.3 The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract.

5.4 The brief description of the items given in the Bill of Quantities in no way modifies or supersedes the detailed descriptions given in the Specifications for the full direction and description of the works and materials.

5.5 The quantities set forth in the Bill of Quantities are believed to be approximately correct, and represent substantially the Work to be carried out, and subject to the actual quantities.

5.6 Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

5.7 Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

5.8 The rate quoted by the Bidder will be checked by using MS Excel sheet and where there is discrepancy between the checked amount and Bidder's quoted amount, the checked amount will govern.

5.9 If the quoted amount of the selected Contractor's is decimal number, it should be round off to the nearest whole number.

## **6. TAXES AND RELATED CHARGES**

6.1 The Government shall deduct CESS & GST, etc. as admissible on the value of work done from each bill of the contractor as per prevailing government instruction/orders.

6.2 All other taxes, levies, imposes, deductions, charges, fees and similar assessments whatsoever imposed, assessed, levied or collected by the Government of Republic of India, or any sub-divisions thereof or any taxing authority therein, upon the Contractor and his staff which not specified above shall be paid and/or borne by the Contractor.

## **7. TENDER VALIDITY**

7.1 Tender shall remain valid for 90 days which will be started on the last date for submission of tender. The Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' response shall be made in writing. A Tenderer may refuse the request in which case he may withdraw his Tender without penalty. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender.

## **8. OPENING OF TENDER**

8.1 All Tenderers who have submitted the Tender may attend the tender opening meeting, and the Tender Price of all the submitted Tenders will be informed to the Tenderers. Following the opening of Tenders, the Employer will communicate to the selected Tenderer its intention to negotiate a Contract.

## **9. EVALUATION CRITERIA**

9.1 The detailed submitted by the bidders will be evaluated in the following manner:

9.1.1 The technical bid will be evaluated based on the criteria prescribed in the terms and conditions of the Notice Inviting Tender in respect of experience of eligibility, works experience, financial turnover, Documents etc.

9.1.2 After evaluation of technical bid, a list of short-listed agencies will be prepared. Thereafter the financial bids of only the qualified and technically acceptable bidders shall be opened at the notified time, date and place by the Bid Evaluation Committee.

## **10. CORRESPONDENCE**

Correspondence related to the Work and the Contract shall be made in English and metric unit system unless otherwise approved by Employer. The correspondence to the Employer shall be addressed to:

Director of Agriculture,  
Mizoram: Aizawl  
796 001

## **11. AWARD OF CONTRACT**

11.1 The employer reserves the right, without being liable for any damage or obligation to inform the bidder, to;

- a) Amend the scope and value of contract to the bidder
- b) Reject any or all the application without assigning any reason.

11.2 Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.

11.3 The Bid Evaluation Committee will be evaluated the bids based on the terms and conditions incorporated in the tender documents and the Comparative statement will be presented before the Works Advisory Board to recommend the most eligible bidder for award of the work.

11.4 After the Contract is negotiated, the successful Tenderer will be invited for the signing of the Contract.

11.5 Upon receipt of the signed agreement from the Tenderer, the Employer will, within seven (7) days notify the other Tenderer that their Tenders have been unsuccessful.

11.6 Earnest Money Deposited by the bidders shall be released immediately after finalization of the tender process and the Earnest Money Deposit by the successful bidder will be treated as security deposit and will be released after completion of the work.

11.7 Performance Security:- 10% of tendered amount should be deposited as Performance Security by the Contractor/Executing Agency in favour of the Director of Agriculture, Mizoram:Aizawl in any of the following forms within 15-days from the date of issue of Letter of Award (LoA):

- i) Deposit at Call



## SECTION-II: GENERAL CONDITIONS OF THE CONTRACT

### **Part I: General Conditions of Contract**

The Conditions of contract shall be: -

PART I: Conditions of Contract described in the "Item Rate Tender & Contract, Agreement C.P.W.D Form – 8, Government of Mizoram".

PART II: Conditions of Particular Application and Amendments to Part I.

In case of any inconsistency between the conditions contained in Part I and those in Part II, the Conditions contained in Part II shall prevail.

### **Part II: Conditions of Particular Application**

#### **Article 1: Definitions and Interpretations**

In the Contract, the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- a) The term of "**Employer**" means the Director of Agriculture Mizoram, Aizawl.
- b) **Executing Agency** – means an agency appointed by the Employer for execution of works under the Project as may be defined in the agreement.
- c) The **Engineer-in-Charge** means the Executive Engineer as the case may be, who shall supervise and be in charge of the work.
- d) The term "**Contractor**" means any firm, company or other organization whose tender has been accepted by the "**Employer**", and shall include the Contractor's personnel, representatives, successors and assignors.
- e) The term of "**Supervisor**" means the person or persons appointed by the Engineer-in- Charge to supervise the Work on the Site and/or in other places where the Contractor's activity must be carried out or is in process of being carried out, when necessary.
- f) The term of "**Contract**" means the written agreement between the Employer and the Contractor, and includes the Contract Agreement, the Conditions of the Contract, Terms and Conditions, Instruction to Tenderer, Bill of Quantities and the other documents annexed hereto or to be provided or approved by the Employer, and any other agreements between the Employer and the Contractor with respect to the Contract.
- g) The term of "**Work**" means all the works for the Project specified in the Contract to be performed by the Contractor.
- h) The term of "**Unit Price**" shall mean the unit price(s) stated in the Schedule of Quantities appended to the Contract.
- i) The term of "**Day, Week, Month, and Year**" means calendar day, calendar week, calendar month and calendar year.
- j) The term of "**Approval**" or "**approved**" means approval or approved and is given in writing by the Employer or the Engineer-in-Charge.
- k) **Cost of the Project** – means agreed tendered amount for execution of the Project

## **Article 2: Effective Date of Contract and Commencement Date of the Work**

2.1 This Contract shall be effective on the date the Contract has been signed by the Employer and the Contractor.

## **Article 3: Terms of Payment**

- a) Advance Payment will not be entertained in any case.
- b) Item for which no rate or price has been entered in BOQ will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities
- c) Payment of Contract Bill shall be made based on the actual on-site measurements of the major component of the works which shall be prepared by the Engineer-in-charge of the Project and shall be released to the Contractor/Executing Agency depends on availability of fund with the Department.
- b) Final Bill of the works on completion of the Project shall be prepared by the Engineer-in-charge of the Project and shall be released to the Executing Agency/Contractor only after satisfactory completion of the Project/Work.
- c) Performance Security i.e. 10% of Tendered amount will be withheld till end of the defect liability period.

## **Article 4: Variations and Omissions**

- 4.1 The Contractor shall not alter any of the Work, except if ordered in writing by the Employer. The Employer shall have full power, during the execution of the Contract, to order the Contractor to alter, amend, omit, and/or otherwise change any of the Work, by notice in writing, and the Contractor shall carry out such variations.
- 4.2 If decrease in the Work is ordered by the Employer, this shall not constitute any grounds for claim for damage or loss of anticipated profits of the Work. All extra and additional works shall be performed in accordance with the terms of the Contract and with the same materials and workmanship as employed for the Work of similar character in the Contract, as far as they are applicable thereto.

## **Article 5: Force Majeure**

- 5.1 If either party is temporarily unable by reason of force majeure or due to the laws or regulations of the Republic of India to perform any of its obligation under the Contract, and if such party gives to the other party written notice of the event within three (3) days after its occurrence, the party affected may be allowed to temporarily suspend the performance of his duties under the Contract for so long as a period as Force Majeure continues and as his performance is prevented thereby.
- 5.2 Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in Article 5.1 or delays arising from such event.
- 5.3 The term "Force Majeure" as employed herein means Act of God, strikes, lockouts or other industrial disturbances, acts of a public enemy, wars, blockades, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, and any other similar events beyond the control of either party and which, by the exercise of due diligence, neither party is able to overcome.

## **Article 6: Time for Completion**

- 6.1** The Contractor shall complete all the Works with satisfactory of the Employer within the date stipulated in the Contract Agreement.
- 6.2** The Contractor shall not be responsible for failure to carry out his obligations in case of force majeure such as those mentioned in Article 5, which should be notified by him in writing to the Employer within fourteen (14) days of the commencement of force majeure conditions. Depending on the submission of satisfactory evidence and if the existence of force majeure condition is accepted by the Employer, the Employer will grant extension of the Guaranteed Time for Completion of the Work sufficient to compensate for delay due to force majeure without penalty.
- 6.3** The Contractor shall commence the works on the commencement date and shall proceed expeditiously and without delay and shall complete the works within the time for completion.
- 6.4** In case of delay due to sole default on part of the Executing Agency, the Executing Agency shall be liable to pay to the employer compensation (not amounting to penalty) at the rate not exceeding 1/4<sup>th</sup> (one quarter percent) of the total anticipated Execution Agency charges per week of delay subject to maximum of 10% (ten percent) of the total Project Cost. However, the employer may reduce the same at its sole discretion.

## **Article 7: Delay in Completion**

- 7.1** The Contractor should anticipate delay in completing the work within the specified contract time, the Contractor will be obliged to immediately notify and discuss the matter with the Employer. If in the opinion of the Employer the expected delay is due to provision of inadequate resources, the Employer may request the Contractor to employ additional personnel or use additional vehicles and equipment at the Contractor's expense.
- 7.2** If the work could not be completed in the stipulated period with a valid reason, the Employer may extend the working period upto 3 months to complete the work.

## **Article 8: Suspension of the Work**

The Contractor shall, on the written order of the Employer, suspend the progress of the Work or any part thereof for such time or times and in such manner as the Employer may consider necessary and shall during such suspension properly protect and secure the Work so far as is necessary in the opinion of the Employer. All expenses incurred by the Contractor by reason of the suspension of the Work by the Employer will be the sole responsibility of the Contractor. The condition of such suspension is:

- a) Provided in the Contract; or
- b) Necessary for proper execution of the Work, or by reason of weather conditions affecting the safety or the quality of the Work or by some default on the part of the Contractor; or
- c) Necessary for the safety of the Work or any part thereof.

## **Article 9: Defects Liability Period**

**9.1** The defects liability period is set at 12 months after the date of a Certificate of Completion of the Works stipulated in the above.

### **9.2 Remedying Defects**

The Employer may at any time within 12 months, from the date of completion of works notifying the Contractor of any defects or outstanding works. The Contractor shall remedy at no cost to the Employer any defects due to the materials, or workmanship not being in accordance with the contract.

The cost of remedying defects attributable to any other cause shall be valued as a variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the notice of the Employer

shall entitle the Employer to carry out all necessary work from the Performance Security.

**Article 10: Arbitration**

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

**Article 11: MONITORING:**

- a) Effective monitoring shall be carried out by the Executing Agency and the Employer to monitor the progress of the work in implementation of the project.
- b) During the various stages of execution, Executing Agency shall submit monthly/quarterly progress reports along with minimum 4 (four) site photographs of size 4” x 6”.
- c) The Executing Agency must put up Display Board as per instruction given by the Engineer-incharge for adherence of social monitoring at the work site as soon as the work is started.

**Article 12: ASSIGNMENT OF THE AGREEMENT:**

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

**Article 13: RESPONSIBILITIES OF THE EMPLOYER:**

- a) The Employer shall make available the site for the work to the Executing Agency on signing the agreement.
- b) The Employer will not be responsible to the Executing Agency of the item required for execution of contract.
- c) 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.

**Article 14: ROLES AND RESPONSIBILITIES OF THE EXECUTING AGENCY:**

- a) Subsequent to the signing of the agreement, the Executing Agency shall forthwith take possession of the site from the date of handing over by the Employer and shall nominate a qualified site Engineer(s) for Execution of the project under intimation to the Employer. In case the employer advised the Executing Agency for replacement of site engineer at any time during the execution period, the same should be duly considered and suitable replacement should be provided.
- b) The Executing Agency shall execute the works as per approved Estimate and Architectural Drawings
- c) The Executing Agency shall be wholly, solely and fully responsible for the timely completion of the project, and to ensure quality of the works as per approved Designs and also the structural safety during and after completion of the project.



- d) The Employer or any person authorized by him can inspect and check the construction work from time to time to see that the works are being constructed as per the approved drawings and specifications. If any defects are found or deviation from the approved plan without the written permission of the Employer noticed during the inspection, the same should be rectified without any hesitation with own expenses.
- e) The Executing Agency shall be responsible for maintaining proper, specifications, workmanship and safety of all those who are engaged in the Project works.
- f) Liability for all defects in the works should be rest with the Executing Agency for a period of 6 (six) months from the date of its handing over in all respect to the Employer and the Executing Agency shall be responsible for satisfactory rectification immediately during the liability period.
- g) Any defects discovered and brought to the notice of the Executing Agency during the period aforesaid shall be rectified by Executing Agency forthwith at their 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 Employer in Law can be 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 (thirty) days to the Executing Agency.
- h) The Employer shall have the right to deduct or set off the expenses incurred by it 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 claim is not paid on demand.
- i) The Executing Agency shall unless otherwise specified by fully responsible for procurement of all material and services for the construction activity.
- j) Executing Agency shall be fully responsible for acts or omissions committed by it.
- k) 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 Contractor(s) at its own cost.
- l) 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 Contractors. Further, Employer shall not be responsible in any manner whatsoever, for damages/compensation under Workman Compensation Act or any other law or in torts or in Civil law to the employees of Executing Agency and/or Contractor(s) and /or Labor employed.
- m)The Executing Agency shall send completion report for all the services to the office of the Employer in writing within 15 days of completion of the Project in all respect.
- n) No payment shall be made to the contractor for any damage caused by rain, snowfall, flood or any other natural causes whatsoever during the execution of work. The damage to work shall be made good by the contractor at his own cost and no claim in the matter shall be entertained.
- o) The work shall be carried out in such manner so as not to interfere or effect or disturb other works, being executed by other agencies, if any.
- p) Any damage done by the contractor to any existing work shall be made good by him at his own cost. Otherwise the same shall be got done at his risk and cost.

- q) The contractor shall make his own arrangements for obtaining electric connection(s), if required, and make necessary payments directly to the Department concerned. The Department will however make all reasonable recommendations to the authority concerned in this regard.
- r) The Contractor or his authorized representative should always be available at the site of work to take instructions from Department Officers and ensure proper execution of work. No work should be done in the absence of such authorized representative.
- s) The Contractor will be responsible to provide potable and safe drinking water to labor engages in execution of work.
- t) Signboard as instructed by the Department should put up by the Contractor at his own cost.
- u) The Contractor shall incorporate all necessary changes in the Detailed Estimates /DPR as may be suggested by the employer subsequently.

**Article 15: TERMINATION OF THE PROJECT:**

The Employer shall have the right to terminate the Executing Agency from the contract works of the project on the following grounds:-

- a) If the Executing Agency fails to carry out any obligation under the contract agreement in spite of issue of notice to correct by the Employer.
- b) If the Executing Agency abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract agreement.

**Article 16: QUALITY MONITORING:**

The Executing Agency shall ensure Quality Control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. The Executive Agency must comply with Bureau of Indian Standards (BIS) in all the materials used in the construction works and any discrepancy found in this regards, appropriate action will be taken against the Executive Agency.

**Article 17: COMPLETION REPORT:**

- 17.1 The contractor shall furnish Completion Report along with No Objection Certificate (NOC) from concerned Village Council, on completion of the work and handing over the same to the Department, three sets of print Photos, showing the working detail of the several components.

### **SECTION-III: SPECIAL CONDITIONS FOR CONTRACTOR**

- 1** The Contractor will be required to attend the office of Executive Engineer for discussion of work progress, remarks, etc. whenever required with all reference data, books, IS specification etc. at his own cost.
- 2** The contractor shall furnish the sheet along with program of execution for completion of work within the time limit stipulated in the tender.
- 3** In case of any damage / failure either during construction or after commissioning within the defect liability period, due to defective construction all repairs or reconstruction of the structure shall have to be carried out by the contractor, entirely at his risk and cost.
- 4.** The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labor and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.
- 5.** The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the engineer-in-charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or schedule of rates or any other printed publication referred to elsewhere in the contract.

## SECTION-IV: GENERAL SPECIFICATIONS

- 1** Materials and methods of construction for all civil works shall be as per relevant Indian standard specification; part of which are incorporated in the standard specification of MPWD and all will be followed during the execution of the work. The work shall be executed as per the guidelines and provisions of B.I.S. All materials shall conform to Indian standard code of practice National Building Code to maintain quality of work.
- 2** All materials to be used shall conform to the relevant specifications as per the latest version of the Indian Standards, unless otherwise stated in the detailed specifications of items of work. A set of specimen samples of all approved materials shall be kept in bottle or otherwise at site, cost of which is to be borne by the contractor.
- 3** Water required for the execution of the work shall be supplied by the contractor at his own cost.
- 4** The source from which sand is to be obtained shall be subjected to the approval of engineer-in-charge. The sand shall be clean, sharp and gritty to touch and be freed from earth and other impurities by washing. The sand shall be washed to such a degree that when a handful is mixed with clean water in a glass and allowed to stand for an hour the precipitate of mud over the sand shall not exceed 5%.
- 5** **Cement concrete**  
The concrete shall consist of an aggregate of the proportion by volume defined in relevant schedule item or work. Only measured quantity shall be used.  
Water shall be added by measured quantities if the engineer so direct.
- 6** **Laying**  
The cement, sand and stone chips shall be mixed properly in mechanical mixer in such a manner as to avoid loss of water. The concrete shall be mixed for minimum period of 2 minutes or unit it is of even colour and uniform consistency throughout. As soon as the concrete is mixed it should be removed to the work site with conveyor or pipe rapidly as practicable. The concrete laid will be vibrated for compaction by the vibrators. Slum test will be carried at site during execution of work if necessary.
- 8** **Curing**  
The concrete laid shall not be disturbed and shall be kept thoroughly damped by means of wet matting and sand until it shall have become thoroughly set and hard enough to prevent its drying and cracking.  
  
The aggregate shall consist of stone ballast of quality approved by engineer-in-charge and shall consist of graded size 20 mm and down wards as per specification or the size mentioned in the item description. Curing period for PCC shall be 14 days minimum. Use of curing compound shall be opted as per manufacturer's specification.
- 9** **Formwork:** Contractor shall furnish on the site of work sufficient number of centering, forms, moulds or templates for its expeditious prosecution, the forms shall be made in such as way and such material as will ensure a very smooth surface on the finished concrete. Forms and centering shall be left in place until the concrete has set sufficiently to permit the removal without danger to the structure.
- 10** **Inspection**  
Materials will not be considered acceptable without verified by the Engineer-incharge.



**BOQ AND DRAWINGS**

**BILL OF QUANTITY (BOQ)**

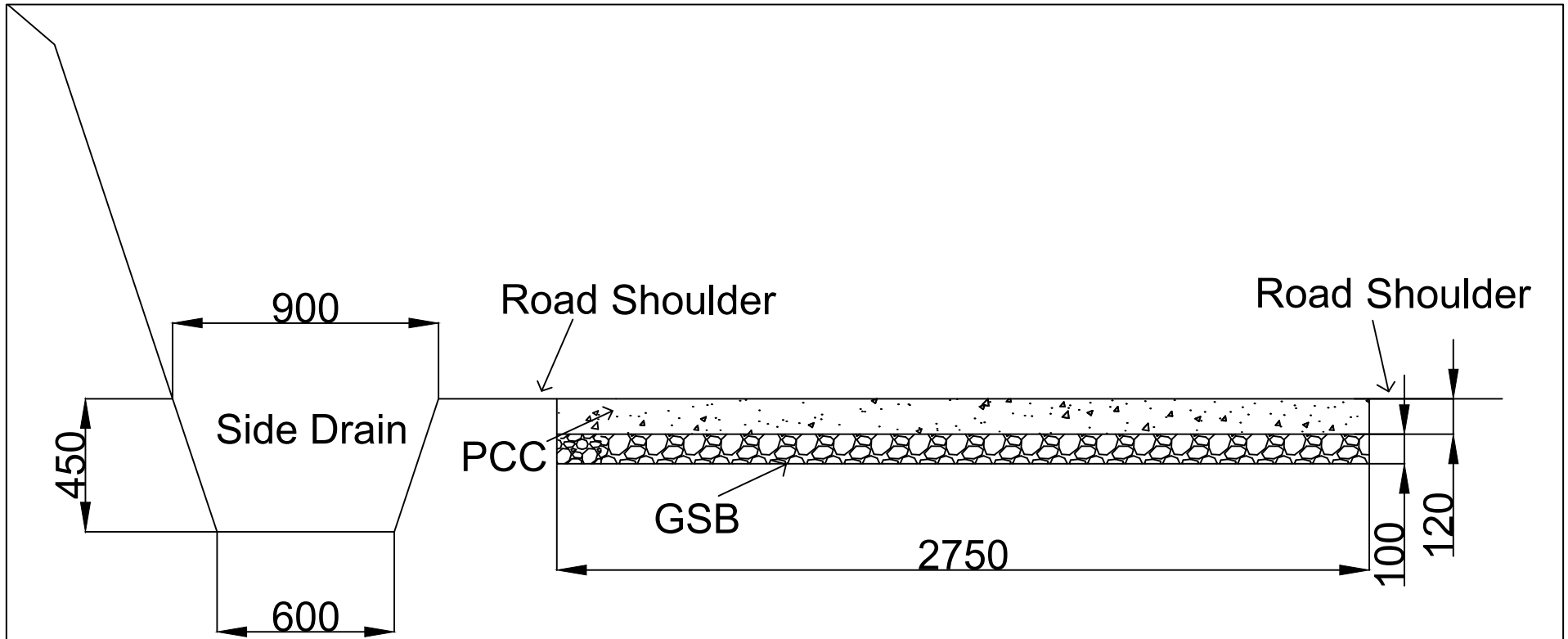
**Name of Work: E. Providing PCC Flooring of existing Agriculture Link Road at Tualphei Zau Link Road, Phulpui, Aizawl District**

**Estimated Cost put to Tender : Rs. 55,40,300.00**

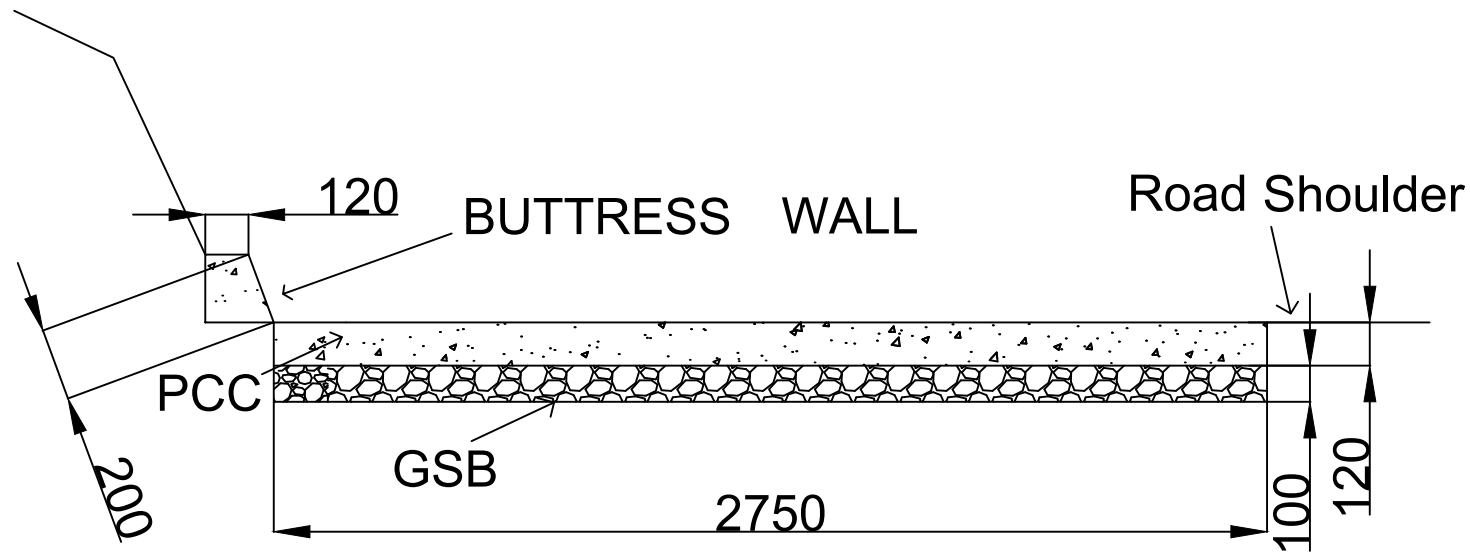
Sl.No	Item of Works	Qty	Unit	Rate		Amount (in Rs)
				In Figure	In Words	
<b>A</b>	<b>PCC Pavement</b>					
1	<b>Preparation of foundation for Embankment.</b> Scarifying existing granular surface to a depth of 50mm by manual means scarifying existing granular surface to a depth of 50 mm and disposal of scarifies material with a lift upto 3m and leads upto 1000m as per Technical Specification Clause 301.4.	4000.00	m <sup>2</sup>			
2	<b>Granular sub-base with well graded material (Table 400.1)</b> (A) by mix place method construction of granular sub-base by providing well graded material, spreading in uniform layers with motor grader on prepared surface etc. (i) for grading 1 material	90.75	m <sup>3</sup>			
3	Cement concrete pavement construction of un-reinforced, joint only, plain cement concrete pavement, thickness as per design, over a prepared sub-base with 43 grade cement etc.	330.00	m <sup>3</sup>			
4	(i) Surface drains in soil construction of unlined surface drains of average cross sectional area of 0.40 sqm in soil to specified lines, grades, levels and dimensions etc. excavated materials to be used in embankment with a lift upto 3m and lead of 50m etc. (B) By mechanical means	500.00	m <sup>2</sup>			

5	Providing concrete for plain/reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203	12.00	m <sup>3</sup>			
	P.C.C grade M 10					
	(i) Nominal mix 1:3.6					
	Buttress					
<b>B</b>	<b>Loading,Unloading &amp; Carriage Charges</b>					
6	Loading and Unloading by Manual Means					
	(i)Loading of Aggregates	417.42	m <sup>3</sup>			
	(ii)Loading of Sand	154.26	m <sup>3</sup>			
	(iii)Unloading of Aggregates	417.42	m <sup>3</sup>			
	(iv)Unloading of Sand	154.26	m <sup>3</sup>			
7	Loading and Unloading of Cement by Manual Means					
	(i)Loading of Cement	152.16	t			
	(ii)Unloading of Cement	152.16	t			
8	Haulage of materials by tipper excluding cost of loading, unloading and stacking					
	Case-I : Surfaced road					

8	a) Sand	7440.80	t/km			
	b) Aggregates	3630.00	t/km			
	c) Cement	6086.40	t/km			
	Case-III : Katcha Track					
	a) Sand	284.00	t/km			
	b) Aggregates	726.00	t/km			
	c) Cement	152.16	t/km			
<b>TOTAL</b>						
<b>Add @1% Labour Cess</b>						
<b>Total Amount</b>						



<b>PROJECT:</b> PROPOSED PCC ROAD CROSS-SECTION AT TUALPHEI ZAU LINK ROAD, PHULPUI	<b>DRAWING:</b>	<b>DETAILED STATEMENT:</b> PCC Thickness :- 120 mm GSB Thickness :- 100 mm (After Compaction of GSB) PCC Width :- 2750 mm GSB Width :- 2750 mm	<b>PREPARED BY</b> AGRICULTURE DEPARTMENT GOVT. OF MIZORAM
	<b>SHEET TITLE:</b> NO.1		
	<b>SCALE:</b>	<b>NOTE:</b> ALL DIMENSIONS ARE IN MM	



**PROJECT:**  
 PROPOSED PCC ROAD  
 CROSS-SECTION AT TUALPHEI  
 ZAU LINK ROAD, PHULPUI

**DRAWING:**  
**SHEET TITLE:** NO.2  
**SCALE:**

**DETAILED STATEMENT:**  
 PCC Thickness :- 120 mm  
 GSB Thickness :- 100 mm (After Compaction of GSB)  
 PCC Width :- 2750 mm  
 GSB Width :- 2750 mm

**NOTE:** ALL DIMENSIONS ARE IN MM

**PREPARED BY**  
 AGRICULTURE DEPARTMENT  
 GOVT. OF MIZORAM