SECTION 2

QUALIFICATION INFORMATION, FORM OF AGREEMENT AND OTHER FORMS

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders.

The information to be filled in by the Bidder in the following pages will be used for the purposes of examining the Qualification of the Bidder. This information will not be incorporated in the contract.

1. Qualification Information of the Bidder [Ref Sub-Clause 4.3(a) of ITB]*:*

1.2 Total value of Works performed in the last five year (immediately preceding the financial year in which bids are received): [Ref. Clause 4.3(b) of ITB]

NA

1.3 Experience in works of similar nature [Ref. Sub-Clause 4.3(c) if ITB]

NA

1.4 Information on Bid Capacity (works for which Bids have been submitted and works which are yet to be completed) as on date of Bid [Ref. Sub-Clause 4.7 of ITB]

NA

1.5 Availability of key Contractor's Equipment essential for carrying out the works. The Bidder should list all the information requested below. [Ref Clause 4.4(B)(a) and Sub-Clause 4.3(d) of the ITB]

Item/ Equip	Requirement		Availability of proposal			Remarks (From whom to be leased/purchased)
	No	Capacity	Owned/leased/ to be procured	Nos./ Capacity	Age /Condition	
NOT APPLICABLE						

1.6 Qualifications and experience of key personnel for administration and execution of the contract. Attach biographical data [Ref Clause 4.4(B)(b), Sub-Clause 4.3(e) of ITB and Sub-Clause 9.1 of the Conditions of Contract

Position	Name	Qualification	Year of experience (General)	Year of experience in proposed position
NOT APPLICABLE				

1.7 Proposed Sub-Contracts and Firms involved. [Ref. Clause 4.3(k) of ITB,]

Sanctions of the work	Value of Sub-Contract	Sub-Contractor (Name & Address)	Experience in similar works

Note: Attach copies of Certificates on possession of valid license for executing Electrical works.

1.8 **Financial reports for the last five years:** balance sheets, profit and loss statements, auditors Reports, etc. List them below and attach copies [Ref. Clause 4.3(f) of ITB]

NA

1.9 **Evidence of access to financial resources to meet the qualification requirements:** cash in hand lines of credit, etc. List them below and attach copies of support documents [Ref. Sub-Clause 4.3(g) of ITB]

Sl. No	Source of Funding	Amount	Remarks
1			
2			
3			
Total			

1.10 Name, address and telephone, telex and fax may provide references if contacted by the Employer. [Ref. Sub-Clause 4.3(i)]

Sl. No	Name of Bank	Address	Contact Phones/Telex/fax	Remarks

1.11 Information on litigation history in which the Bidder is involved [Ref. Sub-Clause 4.3(j) of ITB]

Other Parties	Employer	Cause of dispute	Amount involved	Remarks/(present status)

1.12 Statement of compliance under the requirement of Sub-Clause 3.2 of the ITB.
(Name of Consultant engaged for Project preparation is **NA**

I, the undersigned, do hereby certify and declare that our Firm, _____ or any of our employees is neither associated, nor has been associated, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

(Signature of authorised Signatory of the Firm) _____
Name of the signatory _____
Title of the signatory _____
Date _____

1.13 Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of Bidding Documents. [Ref Clause 4.1 & 4.3(l) of ITB]

i. Site Organisation

ii. Method Statement
iii. Mobilisation Schedule
iv. Construction Schedule
v. Contractor's Equipment
vi. Personnel
vii. Others

2 Deleted

3 Additional Requirements

3.1 Bidders should provide any additional information required to fulfill the requirement of Clause 4 of the ITB, if applicable

i) Affidavit as per Form - XII
ii) Certificate of Understanding pursuant to 4.10 of ITB.

4. Forms

Form –I(A)

FORM OF TECHNICAL BID

Name of Work: _____

Bid No: _____

To

_____[Employer]

_____[Address]

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda.

2. We offer to execute the Works described above and remedy any defects therein in conformity with the Conditions of Contract including Special Conditions, Specifications, Drawings, Bill of Quantities.

3. We undertake, if our Bid is accepted, to commence the work as stipulated in this Contract, and to complete the whole work comprised in the Contract within the time stated in the Contract Document.

4. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

5. We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

7. I/We do hereby submit our Technical Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory ……
Name……
Title ……..
Date ……

Form –I(B)

FORM OF FINANCIAL BID

Name of Work: _____

Bid No: _____

To

_____[Employer]

_____[Address]

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document including Addenda

2. We offer to execute the Works described above and remedy any defects therein in conformity with the Conditions of Contract including Additional Conditions and Special Conditions, Specifications, Drawings, Bill of Quantities accompanying this Bid for a sum of Rs_____ (Rupees_____) only.

3. We undertake to abide by the Final Sum coming out of the correction of arithmetical errors as indicated in Clause 27 of the General Conditions of Contract.

4. We also undertake, if our Bid is accepted, to commence the work within the period as indicated in the Contract Document and to complete the whole work comprised in the Contract within the time stated in the Contract Document.

5. We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

6. We undertake that unless and until a formal Agreement is prepared and executed, this Bid, together with your written notification of Letter of Acceptance shall constitute a binding contract between us.

7. We understand that you are not bound to accept the lowest or any tender you may receive.

8. I/We do hereby submit our Financial Bid, complete with all the required information as stipulated in your Bidding Documents.

Signature of authorized signatory ……
Name……
Title ……..

Date …….

Form –II

Power of Attorney for signing of BID

[Refer Sub-Clause 1.1 of Section –II; Qualification Information]

Know by all men by these present, We……..…… (name of the Bidder/Firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), …… son/daughter/wife of ……...and presently residing at……., who is presently employed with us as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID(s) for the_____ [name of Work] proposed by the _____(name of Department) including but not limited to signing and submission of all BIDs, and other documents and writings, participate in conferences/ meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Work[s] and/ or upon award thereof to us and/or till the entering into of the contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, ……., the above named principal have executed this power of attorney on this day of ….……,

For (Signature)

(Name, Title and Address)
Witnesses:
1. Accepted
2. Accepted
……
(Signature)
(Name, Title and Address of the Attorney)
(Notarised)
Person identified by me/ personally appeared before me/ signed before me/ Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date:_____

Notes: 1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.

2. *Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.*

Form - III

BANK GUARANTEE for BID SECURITY
(In Official Stationery of the Bank)
[Ref. Sub-Clause 16.1 of ITB]

WHEREAS,_____[Name of Bidder], hereinafter called "the Bodder" has her submitted his bid _____dated_____[date] for the construction of_____[name of Contract], hereinafter called "the Bid".

At the request of the Bidder, We_____[name of bank] having our registered office at _____ (hereinafter called "the Bank") hereby irrevocably undertake to pay any sum or sums not exceeding in total amount of Rs _____ (Rupees _____) upon receipt by us of your first demand in writing accompanied by a written statement that Bidder is in breach of anyone of its obligations under the Bid Conditions:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
    (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
    (c) does not accept the correction of the Bid Price pursuant to Clause 27;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight (28) days after the Bid Validity of …….(date of Bid Validity) of Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

DATE_____
Signature of Bank
WITNESS_____

SEAL_____
[Signature, name and address]

Form –IV

Bank Guarantee for Performance Security

[Ref. Sub-Clause 34.1 of ITB]

In consideration of the Governor of Mizoram (hereinafter called "Th offered to accept the terms and conditions of the proposed agreement (hereinafter cal agreement")betweenPublic Health Engineering Department and……(hereina called "the)"saidfor contractortheworkandhaving……..agreedtoproduction of an irrevocable Bank Guarantee(Rupeesfor……Rsonly)asa security/guarantee from the contractor(s) for compliance of his obligations in accordance with the
terms and conditions in the said agreement.

1. We, ……(Name of the Bank hereinafter referr pay to the Government an amount not exceedi

   ……..only) on demand by the Government.
2. We ……indicate(the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs…..... (Rupees……only).
3. We, the said Bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

   The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
4. We ……(indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Government, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.
5. We ……(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ……(Indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Government in writing.
8. This Guarantee shall be valid up to……

   Government. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs …… (Rupees ……

   only), and unless a claim in writing is lodged with us within six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the …….. day of ……

For ……(indicate the name of the Bank)

Form –V

Bank Guarantee for Advance Payment

[Ref. Sub-Clause 35.1 of ITB]

_____

Beneficiary: _____
Date: _____
ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ (hereinafter called the Contractor) has entered into Contract Agreement No. _____ dated _____ with you, for the execution of _____
(hereinafter called the Contract‖).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of Rs_____ (Rupees _____) only is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on his account number _____ at _____.

The maximum amount of this guarantee is valid shall be progressively reduced in proportion to the value of each part-shipment or part-delivery of plant and equipment to the site, as indicated in copies of the relevant shipping and delivery documents that shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the ___ day of _____, 2___, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date _____ (Insert the expected expiration date of the Time for Completion).

The *Employer* should note that in the event of an extension of the time for completion of the Contract, the *Employer* would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the *Employer* might consider adding the following text to the form, at the end of the penultimate-timeextensionparagrapof this guarantee for a period not to exceed [six months][one year], in response to the *Employer*'s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

Signature _____
Name of bank _____

Form –VI

[LETTER OF ACCEPTANCE]

[Ref. Sub-Clause 33.1 of ITB]

No…… Dated _____

GOVERNMENT OF MIZORAM
OFFICE OF THE EXECUTIVE ENGINEER, PHED,
SEWERAGE & DRAINAGE AIZAWL 'E' DIVISION
TUIKHUAHTLANG, AIZAWL.

To:

_____[name of Contractor]
_____ [Aaddress of the Contractor]

Subject : Letter of Acceptance

Ref: BID No……..
for the work of …….

Dear Sir,

This is to notify you that your Bid dated _____for execution of the work _____ for the Contract Price of (Rupees……) as corrected only and modified in accordance with the Instructions to Bidders, is hereby accepted by the undersigned.

You are hereby requested to furnish Performance Security, in the form as specified in para 34.1 of ITB for an amount of Rs. _____ within 15 days of the issue of this letter of acceptance valid upto _____ and attend the Office of the undersigned to sign the contract, failing which action as stated in para 34.3 of ITB will be taken.

Please acknowledge receipt of this letter.

For and On behalf of Governor of Mizoram

Signature: _____
Name: _____

Designation of Signatory :
_____

Form - VII

[NOTICE TO PROCEED WITH THE WORKS]
[Ref. Sub-Clause 33.4 of ITB]

No…….. Date _____

GOVERNMENT OF MIZORAM
OFFICE OF THE EXECUTIVE ENGINEER, PHED,
SEWERAGE & DRAINAGE AIZAWL 'E' DIVISION
TUIKHUAHTLANG, AIZAWL.

To,

……..(name[of Contractor]

Dear Sir,

Pursuant to your furnishing the requisite security as stipulated in ITB clause 33.1 and signing of the contract for the implementation/construction of _____ for a Bid Price of Rs.

_____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

For and On behalf of Governor of Mizoram

Signature: _____
Name: _____
Designation of Signatory: _____

Form –VIII

FORM 31

INDENTURE FOR SECURED ADVANCES

[Ref. Sub-Clause 35.1 of ITB]

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of certain specified quantity of work in a given time)

THIS INDENTURE made the …… day of ……20…**……** BETWEEN……. (hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the Governor of Mizoram (hereinafter called the Governor which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated…….. (hereinafter called the said agreement) the Contractor has agreed

AND WHEREAS the Contractor has applied to the Governor that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Governor has agreed to advance to the Contractor the sum of Rupees…… on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bil the Governor has reserved to himself the option of making any further advance or advances on the security of other
materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupees …… on or beforeentspaidto theContractorexecutionbytheGovernor (theof th receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the Governor and declare as follows: -

(1) That the said sum of Rupees ……..Governortotheso Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.

(2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the Governor as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the Governor against all claims to any materials in respect of which an advance has been made to him as aforesaid.

(3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Divisional Officer …….ivisionalOfficer) D and in the term of the said agreement.

(4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Divisional Officer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Divisional Officer.

(5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Divisional Officer or an officer authorized by him on that behalf.

(6) That the advances shall be repayable in full when or before the Contractor receives payment from the Governor of the price payable to him for the said works under the terms and provisions of the said agreement. Provided

that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the Governor will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.

(7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the Governor shall immediately on the happening of such default be repayable by the Contractor to the Governor together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the Governor in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the Governor to repay and pay the same respectively to him accordingly.

(8) That the Contractor hereby charges all the said materials with the repayment to the Governor of the said sum of

Rupees ……**……**…and any further sum or sums a costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby

agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance therewith the Governor may at any time thereafter adopt all or any of the following courses as he may deem best :-

(a) Sieze and utilise the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the Governor on demand.

(b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the Governor under these presents and pay over the surplus (if any) to the Contractor.

(c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same

shall be referred to the Superintending Engineer ……Circle

the provision of the Indian Arbitration Act for the time being in force shall apply to any such reference.

In witness hereof the said ……and ……directionby the of the Governor have hereunto set their respective hands the day and year first above written.

Signature: Name & Address of Contractor: Seal:	Signature: Name & Designation of Department's: Signatory Seal
Witness-1 Signature:…….. Name: …….. Adress: ……	Witness-2 Signature:…….. Name: …….. Adress: ……

Form –IX

Form of Operational Acceptance Certificate

[Ref. Sub-Clause 16.4.3(f)(3) of GCC]

Date:
Job ID:

To: _____

Dear Sir,

Pursuant to GC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____, relating to the _____, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: _____
2. Date of Operational Acceptance: _____

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Name & Signature of Designated Officer

Form - X

Form of Completion Certificate

[Ref. Sub-Clause 16.4.3 (c) (4) of GCC]

Date:
Job ID:

To: _____

Dear Ladies and/or Gentlemen,

Pursuant to GC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated _____, relating to the _____, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: _____
2. Date of Completion: _____

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

Name & Signature of Designated Officer

Form - XI

SAMPLE FORMAT FOR
EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(Ref: Clause 4.5(B)(c) of ITB)

BANK CERTIFICATE

This is to certify that M/S_____ is a reputed Firm with a good financial standing.

If the contract for the work, namely _____ is awarded to the firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirement for executing the above work during the contract period.

(Signature)

Name of Bank

Senior Bank Manager
Address of the Bank

Form - XII

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 our firm M/S _____ 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 Department 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 agrees to furnish any such information at the request of the Department.

(Signature of Authorised Signatory of the Firm) _____
Name of the signatory _____
Title of the signatory _____
Date _____

Form - XIII

UNDERTAKING
(Ref. Sub-Clause 4.3(h) of ITB)

I, the undersigned do hereby undertake that out Firm M/S _____ would invest a minimum cash up to 25% of the value of the Work during implementation of the Contract.

Signed by an Authorized Signatory of the firm:_____
Title of the Signatory_____
Name of Firm _____
Date_____

Form - XIV

UNDERTAKING
(Ref. Sub-Clause 12.1(iv) of ITB)

I, the undersigned do hereby undertake that the Bid submitted by our Firm M/S _____ [name and address of Bidder] is valid for a period of _____ days and valid till _____

Signed by an Authorized Signatory of the firm:_____
Title of the Signatory_____
Name of Firm _____
Date_____

Form - XV

(To be written in the Company's Letter head)

Certificate of Understanding

(Ref. Sub-Clause 4.10 of ITB)

Bid No.: ----------
Name of work: ---------- WSS

To:

……..(Employer)

……. (Address)

Dear Sir,

We, <*Name of manufacturer*>, are official manufacturer/dealer of <*Name of Product*> having factories at ……
tendered by <*name of Bidder*> is manufactured by us and is within our range of production.

We further affirm that we are willing to sell our product to <*name of bidder*> and shall extend support in Installation, Testing and Commissioning at site including supports in after sales services as deemed necessary.

Signed …….

Name……..

Designation……

Seal……..

Form –XVI

Notice for appointment of Arbitrator
[Refer Clause 25 of GCC]

To

The Engineer-in-Chief, PHED
Mizoram, Aizawl

Dear Sir,

In terms of clause 25 of the General Condition of Contract, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to Chief Engineer
19. Date of receipt of Chief Engineer.

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
2.

Yours faithfully,

Specimen signatures of the applicant
(only the authorized person who signed the contract should sign)

Copy in to:
1. The Executive Engineer, ...Division.

Specimen signatures of the applicant
(only the authorized person who signed the contract should sign)

Form –XVII

Contract Agreement

[Ref. Sub-Clause 33.2 of ITB]

THIS AGREEMENT is made the _____ day of _____, 2016

BETWEEN

1. The Public Health Engineering Department, Government of Mizoram**,** (hereinafter called the Employer),

AND

2. _____ [Name & Address of the Contractor] having its principal place of business at _____ (hereinafter called the Contractor).

WHEREAS the Employer desires to engage the Contractor for execution of the Work, viz. _____ (the Work), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 **Contract Documents** (Reference GC Clause 2.3)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

i. This Contract Agreement and the Appendices hereto
ii. Letter of Acceptance and Notice to proceed with the Work
iii. Contractor's Bid
iv. Contract Data
v. General Conditions of Contract including Additional Conditions and Special Conditions
vi. Specification
vii. Drawings
viii. Bill of Quantities
ix. Any other documents listed in the Contract Data forming part of the Contract

1.2 **Order of Precedence** (Reference GC Clause 2.3)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 **Definitions** (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

Article 2. Contract Price and Terms of Payment

2.1 **Contract Price** (Reference GC Clause 37.2)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: _____ and such other sums as may be determined in accordance with

the terms and conditions of the Contract.

2.2 **Terms of Payment (Reference Section D – Cost Control and clause 14 of Section F - ACC of GCC)**

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in **Section D – Cost Control and clause 14 of Section F – Additional Conditions of Contract of GCC (Payments to Contractor)** hereto.

Article 3. Effective Date

3.1 **Effective Date** (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the whole Works shall be counted is the date 7 (Seven) days after issuance of **Notice to proceed with the work** and subject to fulfillment of the following conditions:

(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;

(b) The Contractor has submitted to the Employer the performance security.

Article 4. Communications

4.1 The address of the Employer for notice purposes is: _____.

4.2 The address of the Contractor for notice purposes is: _____.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signature: _____ Name of Department's Designation: Official Seal:	Signature of Authorized Signatory of Contractor: _____ Name: Title:
WITNESS: 1. _____ 2. _____	