

No.RWD(A)/PHE/117/TB/2022/15
GOVERNMENT OF MIZORAM
OFFICE OF THE EXECUTIVE ENGINEER, PHE RURAL WATSAN DIVISION
AIZAWL : MIZORAM

Dated Aizawl, the 20th September, 2022

NOTICE INVITING TENDER NO-I of 2022-2023

Sealed Item Rate Tenders affixing court fee stamp (non refundable) worth Rs. 7.50 (Rupees seven and paise fifty) only for Non-Tribal and up-to-date House Tax Payee Certificate for Tribal are invited on behalf of the Governor of Mizoram by the undersigned from eligible registered contractor Mizoram PHED/PWD/CPWD contractors for the following works. Detailed information and Tender Documents can be had from the office of the undersigned on any working days during office hours w.e.f 21.9.2022.

The Tender will be received by the undersigned on or before 30.9.2022 12:00 Noon and will be opened on the same date at 13:00 hrs. Tenderers or their authorised representatives may be present at the time of opening of the Tender if they so desire.

Sl. No	Name of Work	Tender amount	Earnest Money	Cost of Tender paper	Time of Completion
1.	Construction of Impounding Dam at N. Serzawl	70,25,900.00	1,40,518.00	1000	3 months

TERMS AND CONDITIONS

- The Tender can be obtained from the office of the undersigned after making payment for the construction of tender amount during office hours.
 - Tenders document duly completed in all respect shall be dropped in the Tender Box kept in the office of Executive Engineer, PHE Rural WATSAN Division, Aizawl upto 12:00 Noon of the specified last date of dropping and will be opened on the same day at 13:00 hrs.
 - Earnest Money Deposit shall have to be furnished in the form of Call Deposit drawn in favour of Executive Engineer, PHE Rural WATSAN Division, Aizawl. Government securities and Bank guarantee will not be accepted as Earnest Money
 - The Tender form which is not accompanied by Earnest Money Deposit will summarily be rejected.
- If the date of tender dropping/ opening by any chance happens to be holiday/ Bandh/ Strike/ natural calamities the tender will be opened on the next working day of the stipulated time.
- Tender in prescribed form purchased from the Office of Executive Engineer, PHED Rural WATSAN Division, Aizawl will only be accepted.
- Rates quoted higher than tender and unworkable rates will summarily be rejected. (Rate is as per PWD SOR, 2019)
- Rates quoted should be for completed work and F.O.T Work Site including all taxes, duties, insurance, loading and unloading, packing and freight charge, VAT, Cess etc. No price variation of any kind will be entertained.
- Rates should be quoted in figure as well as in words. No overwriting is allowed. All corrections should be initialed with date failing which the Tender may summarily be rejected.
- Upto date HPTC in case of Tribal Tenderer and Non-refundable Court Fee Stamp worth Rs. 7.50 (Rupees Seven Paise Fifty) only in case of Non-Tribal Tenderer should also be attached alongwith the Tender.

8. The Tender must be accompanied by upto date Income Tax Clearance /GST Registration Certificate in case of Non-Tribal Tenderer and Professional Tax/ GST Registration Certificate in case of Tribal Tenderers.
9. Sub-Contract / Selling of work is not allowed, if such practice is found, the work order will be cancelled.
10. Work will be started as per the direction of Engineer-in-Charge, PHED.
11. Postal request for sending the Application form will not be entertained.
12. Tender is to be submitted in a sealed cover by mentioning Tender Notice No. and date on the body of the envelope.
13. The Executive Engineer, PHED Rural WATSAN Division, Aizawl reserves the right to reject any or all tender without assigning any reason thereof. Also he is not bound to accept the lowest Tender.
14. List of documents should be submitted alongwith the tender
 - (i) Up-to-date House tax payee certificate for Tribal Tenderer
 - (ii) Earnest money in the form of call deposit
 - (iii) Up-to-date Income tax clearance certificate and non-refundable court fee stamp worth Rs. 7.50 (Rupees seven and fifty paise) only for non-Tribal Tenderer.
 - (iv) GST Regustration Certificate for Tribal Tenderer
 - (v) Attested copy of contractor registration.

Sd/-
H. LALLIANMAWIA
Sr. Executive Engineer, PHED
Rural WATSAN Division, Aizawl

Memo No.RWD(A)/PHE/117/TB/2022/15 :
Copy to :

Dated Aizawl, the 20th September, 2022

1. The P.S to Hon'ble Deputy Chief Minister i/c PHE etc for favour of kind information.
2. The Secretary, PHED for favour of kind information.
3. The Engineer-in-Chief, PHED : Mizoram for favour of kind information.
4. The Chief Engineer, PHED Zone-I Mizoram, Aizawl for favour of kind information with a request to display the Tender Notice in the Office Notice Board. Two copies of Tender Documents are hereby enclosed.
5. The Chief Engineer, PHED Zone-II Mizoram, Aizawl for favour of kind information with a request to display the Tender Notice in the Office Notice Board. Two copies of Tender Documents are hereby enclosed.
6. The Superintending Engineer, PHED Rural WATSAN Circle for favour of kind information with a request to display the Tender Notice in the Office Notice Board. Two copies of Tender Documents are hereby enclosed.
7. The Director, Information & Public Relation, Aizawl for information and necessary action with request to Publish the Notice in any 3(three) Local Newspaper with 3(three) consecutive issues.
8. All Superintending Engineers, PHED for favour of kind information.
9. All Executive Engineers, PHED for favour of information and wide circulation.
10. All Sub-Divisional Officers under Aizawl Rural WATSAN Division for information.
11. Office Notice Board.



Sr. Executive Engineer, PHED
Rural WATSAN Division, Aizawl

Tender No: 1 of 2022-2023 Dt. 21.9.2022

**OFFICE OF THE EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DEPARTMENT
RURAL WATSAN DIVISION, AIZAWL**

**Tender Document for Construction
of Impounding Dam
at N. Serzawl Water Supply Scheme**



Tender Amount	Rs. 70,25,900.00
Earnest Money	Rs. 1,40,518.00
Last Date of sale of tender	Up to 15:00 Hrs 27.9.2022
Last Date of Submission of Tender	30.9.2022 up to 10:00 Hrs
Date of Opening	30.9.2022 at 13:00 Hrs
Cost of Tender Document	Rs. 1000.00
Time Allowed for Execution of Work	3 months

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**OFFICE OF THE EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DEPARTMENT
RURAL WATSAN DIVISION, AIZAWL**

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Item Rate/percentage rate Tender & Contract for Works

- (A) Tender No: **1 of 2022-2023**
- (B) For the work :- **Construction of Impounding Dam at N. Serzawl W/S/S.**
- (i) To be submitted by **10:00 hours on 30/9/2022 to**
The Executive Engineer, PHED
Rural WATSAN Division, Aizawl.
- (ii) To be opened in presence of tenderers' who may be present at **13:00 hours on**
30/9/2022 the office of **The Executive Engineer, PHED**
Rural WATSAN Division, Aizawl

Issued to:

Signature of officer issuing the documents

Designation:

Date of Issue:

TENDER

I/We have read and examined the notice inviting tender, schedules A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract 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 in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to General Rules and Directions and in Clause 9 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

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.

I/We agreed to furnish the prescribed Performance Guarantee within prescribed period, if fail to do so the Department have all the right to black list me/us and will not bid any contract under Public Health Engineering Department for a period of 2(years). Further, if I/We fail to commence work as specified, I/We agree that Government of Mizoram shall, without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely, otherwise the said performance guarantee shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. Further, I/We agree that in case of forfeiture of Performance Guarantee as aforesaid, I/We shall be debarred for participation in the tendering of the any works for a period of 2(two) years under Public Health Engineering Department.

I/We undertake and confirm that eligible similar work(s) has/have been executed by us/through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in PHE DEPARTMENT in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from 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:

Address:

Signature of Contractor

Postal Address

**OFFICE OF THE EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DEPARTMENT
RURAL WATSAN DIVISION, AIZAWL**

**NOTICE INVITING TENDER
TENDER NO 1 OF 2022-2023**

Item rate tenders are invited on behalf of Governor of Mizoram from reputed contractors for the work: **Construction of Impounding Dam at N. Serzawl W/S/S**

1. The bidder must be empanelled firm/ registered Contractor under Government of Mizoram, and have adequate experiences in the similar nature of work.(Attested copy of registration certificate should be submitted)
2. The time allowed for carrying out the work will be **3 months** from the date of starting of the work.
3. The site for the work is available.
4. Receipt of applications for issue of forms shall be stopped by **15:00 Hrs on 27.9.2022**. Receipt of tender shall be stopped by **10:00 Hrs on 30.9.2022**.

Tender document consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of **the Executive Engineer PHED, Rural WATSAN Division, Aizawl**, between hours of 11.00 AM & 3.00 PM from **21.9.2022** every day except on Saturday and Sundays and Public Holidays to **27.9.2022**.

5. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs. 1000/-** (Rupees one thousand) only in cash.
6. Tenders must be accompanied by **Earnest money of Rs. 1,40,518.00 (2% of the tendered amount)** in the form of Bank Guarantee/ fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of **the Executive Engineer PHED, Rural WATSAN Division, Aizawl**, any tender not accompanied by specified earnest money shall be rejected.

The tender document and earnest money along with supporting documents shall be placed in one sealed (transparent tape accepted) envelope mark as **Technical bid**. The **Financial bid** may be placed in one sealed (transparent tape accepted) envelope which shall contain only the 'Proforma of Schedules'. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope.

7. The contractor whose tender is accepted will be required to furnish Performance Guarantee amounting to **Rs.3,51,295.00 (5% Five Percent of the tendered amount)** within 10(ten) days from the date of issue of Letter of Intent. This guarantee shall be in the form of Call Deposit of any scheduled bank/Banker's cheque of any scheduled Bank/ Demand Draft of any scheduled bank/or Government Securities or Fixed Deposit Receipts or Bank Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. Canvassing whether directly or indirectly, in connection with tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 9. The competent authority on behalf of Governor of Mizoram reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 10. This **Tender Document**, along with latest **CPWD Form 8** shall form **part of the Contract Document**. However applicability of the Clauses of CPWD Form 8 listed at General Rules and Direction of this NIT may be referred. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority shall sign the contract agreement within 10 days from the date of LOI.
 11. The department shall deduct CESS & GST as admissible on the value of work done from each bill of the contractor as per prevailing Government instruction/orders. In lieu, the department shall issue a certificate of deduction of the Tax at source the contractor.
 12. **Quoted rate above the tendered amount and more than 3% below of tendered amount shall be rejected**
 13. No tender will be considered for acceptance unless the detailed tender papers are duly purchased by the intending tenderer. A copy of the receipt for the money deposited against purchase of the tender document shall have to be submitted along with the tender as a proof of purchasing the same.
 14. **Tenderer has to read all terms and conditions of this tender documents carefully. Tenderer has to submit all the pages of the tender documents signed on both sides of each paper as a token of acceptance of the terms and conditions mentioned therein. Tenderer has to accept and comply with all terms and conditions of this tender. Overwriting in the Proforma of Schedule is not acceptable and corrections if any should be initialled and dated by the tenderer.**
- The tender must also be accompanied by Court Fee Stamp worth Rs. 7.5/- (non refundable) for non tribal and up-to-date House Tax Payee Certificate for tribal**
15. Defect liability period of the contract shall be 6 (six) months from the date of commissioning. Any defect noticed in the system during this period shall have to be rectified by the contractor at his/ their own cost and risk.
 16. The Public Health Engineer Department, Govt. of Mizoram, reserves the right to add, amend or to delete any of the items of work or part thereof and the contractor shall carry out the same as per the instruction of the Engineer-in-Charge.
 17. The Public Health Engineer Department, Govt. of Mizoram takes no responsibility for delay, loss or non-receipt of tenders sent by post. Unsealed tenders or Telex/Telegraphic/Fax offers shall not be considered for acceptance.
 18. The tender documents shall remain the property of the Public Health Engineering Department, and if obtained by one intending tenderer, shall not be used by any other tenderer.
 19. The tender shall be completely filled in all respects and shall be tendered together with requisite information. Any tender incomplete in all particulars shall be liable to be rejected.

20. If any contradiction arises in any clauses of the NIT and CPWD Form 8, clauses in NIT supersede all other clauses of the CPWD form-8.
21. The tenderer should submit the name of the engineer with their details including their educational qualifications and experiences, who is proposed to be engaged for construction and supervision. The engineer can be a diploma holder (civil) with at least 5 years experience or Bachelor degree holder (civil) with at least 3 years experience.
22. The tenderer should submit list of machineries, tools and plants as listed in this tender document.
23. Bidder shall have to submit copies of GST registration number issued by the appropriate authority.
24. The terms, conditions and specifications mentioned in tender document shall be binding on the tenderers and no condition or stipulation contrary to the conditions shall be acceptable. It may please be noted that the tenderers who do not accept terms and conditions stipulated in this tender documents, their offers shall be liable to be rejected out-rightly without assigning any reason whatsoever. All the pages of tender document and enclosures shall be signed on both pages by the tenderer. All the pages of the documents issued must be submitted along with the offer. The pages of the tenders should be submitted in proper way in an organized manner else the tenders may be cancelled.
25. Rate quoted should include all kind of taxes, cess, insurance & royalty for forest product etc.
26. Offer of those parties who are found qualified based on the Technical Evaluation will only be taken for further consideration and the commercial bid of only those parties will be opened.
27. PHED reserves the right to reject or accept any or all tenders wholly or partly without assigning any reason on the grounds considered advantageous to the Department whether it is the lowest tender or not.
28. Sub-letting of the contract work is not allowed.



(H. LALLIANMAWIA)
Sr. Executive Engineer, PHED
Rural WATSAN Division, Aizawl

1.0 CONDITIONS OF CONTRACT

1. Signing of Contract		The successful tenderer/contractor, on acceptance of his tender by the accepting Authority, shall, within 10 days from the date of issue of Letter of acceptance/ Intent, sign the Contract Agreement.
2. Performance Guarantee	i	The contractor shall submit an irrevocable Performance Guarantee of 5 % (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement.
	ii	The Performance Guarantee shall be valid up to the stipulated date of completion plus 60 days beyond that.
	iv	In the event of the contract being determined or rescinded, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Governor of Mizoram.
3. Security Deposit		The contractor should deposit 5% of the tendered amount as Security Deposit to the Engineer-in-charge, with out this, final bill will not be released. This security deposit will be released after 6 months from the date of commissioning provided that there is no defect in the contract work.
4. Compensation for Delay		(i) For delay of work, the contractor shall pay to the Government compensation @ 1.5% per month not exceeding 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government.
5. Time and Extension for Delay		PROGRAMME CHART (i) The Contractor shall prepare an integrated program chart in MS Project/Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the program within the stipulated period. (ii) The program chart should include the following: (a) Descriptive note explaining sequence of the various activities. (b) Network (PERT/CPM/BAR CHART). (c) Program for procurement of materials by the contractor.
6. Price schedule and terms and conditions of payment		1. Price schedule as accepted is enclosed in the Schedule. 2. Payment will be made to the contractor in time on submission of bills based on progress of the work subject to availability of fund. 3. The Contractor shall be a liberty to submit Bills for payment every month during the completion period as mentioned earlier, and while payment on such bills, may be made by the Government after recovering or adjusting the Mobilization Advance upto 10% on each such monthly bill, disputed monthly bills, if any, may be settled mutually for payment and payment to an extent of 90% may be made on such bills pending final settlement.
7. Materials to be Provided by the Contractor		The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government. The contractor shall, at his own expense and without delay; supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received. The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials. The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for

	<p>otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.</p> <p>The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor. The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in schedule F.</p>
8. Mobilization Advance	Mobilization Advance of 10% of the contract value at 10% per annum interest shall be given to the Contractor if applied for in writing depending on the availability of fund.
9. Work to be Executed in Accordance with Specifications, Drawings, Orders, etc	<p>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 specified in Schedule 'F' 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.</p> <p>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.</p>
10. Foreclosure of contract due to Abandonment or reduction in Scope of Work	If at any time after acceptance of the tender, Government shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
11. Suspension of Work	<p>(i) The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof:</p> <p>The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p>
12. Compensation incase of Delay of Supply of Material by Govt.	<p>The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government in the supply of materials in schedule 'B' where such delay is covered by the difficulties relating to the supply of wagons, force majeure or any reasonable cause beyond the control of the Government.</p> <p>This will not be applicable for works where no material is stipulated.</p>
13. Action in case work not done as per Specifications	All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorized subordinates in charge of the work and all the superior Officers, Officers of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and of the Chief Technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly

	accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.
14. Contractor Liable for Damages,defects during maintenance period	If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground continuous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defect or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense.
15. Contractor to Supply Tools & Plants etc	The contractor shall provide at his own cost all materials machinery, tools & plants required for work execution and maintenance.
16. Labor laws to be complied by the Contractor	(i) The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.
	(ii) No labour below the age of fourteen years shall be employed on the work.
	(iii) The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/ repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
17. Work to be executed as per the approval of Engineer-in-Charge	All works to be executed under the contract shall be executed under the direction and subject to the approval of the Engineer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.
18. Settlement of Disputes & Arbitration	All questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt by a Dispute Redressal Committee duly constitute by the state Government:
19. Levy /Taxes payable by Contractor	(i) Sales Tax/VAT/ GST etc. Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.
20. Termination of Contract on death of contractor	Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Divisional Officer on behalf of the Governor of Mizoram shall have the option of terminating the contract without compensation to the contractor.

ANNEXURE-1: GENERAL SPECIFICATIONS AND SPECIAL CONDITIONS

- 2.1** 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 PHED and 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 and CPHEEO manual to maintain quality of work.
- 2.2** 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.
- 2.3** Water required for the execution of the work and for the water tightness test of the reservoir shall be supplied by the contractor at his own cost in satisfactory manner to the Engineer-in-Charge of work.
- 2.4** The hydraulic test of water retaining structure shall have to be given by the contractor without any extra cost. The filling of the reservoir/Dam shall be carried out gradually at the rate not exceeding 30 cm rise in water level per hour and shall not exceed 2.0 meter in 24 hours and total period of 72 hours. Records of leakage starting at different levels of water in the reservoir if any shall be kept. The reservoir once filled shall be allowed to remain filled for seven days before any readings of drop in water level are recorded. The level of the water shall be recorded again at subsequent intervals of 24 hours over a period of seven days. The total drop in surface level over a period of seven days shall be taken as an indication of the water tightness of the reservoir, which for all practical purposes shall not exceed 40 mm.

If the structure does not satisfy the condition of test and the daily drop in water level is increasing the period of test may be extended for a period of seven days and if the specified limit is then reached the structure may be considered as satisfactory.

- 2.5** If even after extending the period of test, the drop is more than permissible, the contractor should empty the reservoir/Dam, rectify the defects in tank, by the re-plastering whenever necessary, applying water proofing paint etc. and give the water tightness test till the drop in level is within the permissible limit. This shall be repeated at the cost of the contractor without claiming extra cost. Any delay in giving water tightness will invite panel action under relevant topics/standards of the tender agreement.

2.6 Sand

The source from which sand is to be obtained shall be subject 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%.

- 2.6.1 Course Sand:** It is to be screened through a sieve of 64 meshes to the square inch so as to exclude large particles from the work. The fineness modulus shall not be less than 1.0

- 2.6.2 Fine sand:** It is to be screened through a sieve of 64 meshes to the square inch so as to exclude large particles from the work. The fineness modulus shall not be less than 2.5. The sand should conform to IS 382-1982 for fine and course aggregates from natural sources.

- 2.6.3 Stone chips:** It shall be obtained from crushing trap quartzite or hand stones and from quarries approved by Engineer-in-charge. It shall be of approved quality and proper grade. It shall pass through $\frac{3}{4}$ "mesh and retained on $\frac{1}{4}$ "mesh. It shall be free from dirt, leaves, clay and any organic matter. The material conforming generally to IS 383-1983 for course and fine aggregate from natural sources or IS 515-1959 for natural and manufactured aggregates for use in mass concrete with latest revisions.

2.7 Cement

Ordinary or lowest heat Portland cement conforming I.S. 269 –1989 or PPC conforming to IS:1489 (Part 1 & 2) of Star cement /Top Cem. shall be used prior to approval the Engineer-in-charge. All

cement shall be fresh when delivered. Cements of different types are not to be mixed with one another. Consignments shall be used in the order of delivery. Admixture, if any, shall be used only after approvals.

2.8 Reinforcement

Steel reinforcement shall be of mild steel of tested quality conforming to I.S.- 432 -1966/ H.Y.S.D. bars conforming to IS -1786/1779- with latest amendments of reputed make.

All the reinforcement shall be clean and free from rust, mild scales, dust, paint, oil, grease, adhering earth or any other material or coating that may impair the bond between the concrete and the reinforcement, or cause corrosion of the reinforcement or disintegration of concrete.

Neither the size nor length of bar or wire shall be less than the size or length described in the bar schedule or elsewhere and the length shall not be more than 50 mm in excess of the length as described.

Welded joints in reinforcement may be used but in cases of important connection, tests shall be made to prove that the joints are of the full strength of bars connected, welding of reinforcement shall be done in accordance with the recommendations of the relevant Indian standards for welding mild steel bars used in the reinforcement concrete construction.

Bending and overlapping, placing in position, fabrication, binding, reinforcement with wire of approved gauge shall be done as per I.S. 432 – 1960 (revised) and I.S. 1786 – 1966 and I.S. 2502 (revised). Handling and storage of materials for concrete or RCC should be followed as per I.S. 4082 –1977.

2.9 Water

The water to be used in making and curing of concrete, mortar etc. shall be free from objectionable quantities of silts, organic matter, injurious amount of oils, acids, salts and other impurities etc. as per IS-456-1978. The Engineer-in-charge or his authorized representatives will determine whether or not such quantities of impurities are objectionable.

If any water to be used in concrete, suspected by the engineer-in-charge/or his authorized representative of exceeding the permissible limits of solids, samples of water will be obtained and get it tested by Engineer-in-charge in accordance with IS:3025-1964.

2.10 Reinforced Cement Concrete

All R.C.C. work shall be of the grade not less than M-30 as given in specifications and as provided in latest IS: 456-2000 (Amendment). The materials will be measured when dry. The stone chips should be thoroughly washed in clean water and stacked.

For water retaining structure minimum grade of concrete shall be M-30 (IS:3370 latest)

2.10.1 Laying: Cement, sand and stone chips shall be mixed properly in a mechanical mixer in such a manner as to avoid loss of water. The concrete shall be mixed for minimum period of 2 minutes or until it is of even color and uniform consistency throughout. As soon as the concrete is mixed it should be removed to the work in iron vessels as rapidly as practicable. **The concrete laid will be vibrated for compaction by vibrators.** Slum test will be carried at site during execution of work.

2.10.2 Curing: The concrete laid should not be disturbed and shall be kept damped by means of wet matting and sand until it shall have become thoroughly set and hard enough to prevent its curing 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 downwards as per IS and CPHEEO specification or the size mentioned in the item description.

2.10.3 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.

Bamboo (Dap) formwork will not be allowed under any condition.

2.10.4 Reinforcement: Steel bars for reinforcing concrete shall be of such shape to afford an approved mechanical bond with concrete to ensure intimate control between steel and concrete.

Steel reinforcement shall be either mild steel of tested quality confirming to IS-432-1996 or cold worked stool high strength deformed bars as per IS-1786-1979 in strength grade Fe-415 or hot rolled high yield strength steel deformed bars with minimum yield strength of 425 N/mm as per IS – 1939 –1966 (Amended 1968) Reinforcement bars will be rejected if the actual weight various more than 5% from the standard weight.

All bars must conform to the requirement of Indian standard specification. They shall be protected at all time before placed in the concrete from mechanical injury and the weather and when please in the work, they shall be free from dirt, scales, loose or scaly rust, point and oil.

Bars which are to be embodied in concrete but remain exposed for sometime after being placed in the work shall, if directed be immediately coated with a thin grout of equal part of cement and sand. Bars shall be bent to the shape shown on the drawings and in conforming to approved templates. When bars are cut and bent on the wok the contractor shall employ competent men and provide the necessary appliances for the purpose.

All steel shall be rigidly held in place with 18 gauge annealed steel wire, cement mortar (1:2) cubes. M.S. chairs and spacer shall be used in order to ensure accurate positioning of reinforcement. All joints in steel reinforcement shall be overlapped. The length of overlap for tension and compression shall be as per the requirement of Indian standard specification.

In water retaining structures a clear cover of 40 mm from the face of the steel should be provided.

2.11 Construction Joints

Construction joints shall be provided, where directed approved by the Engineer-in-charge. Such joints shall be kept minimum and shall be right angles to the direction of main reinforcement. In case of column and walls the joint shall be horizontal and 8 to 15 cm below the bottom of the beam or slab running into the column or wall head or below the anchor reinforcement of beam and slab coming into the column and wall and the portion of the column or wall between the stopping level and the top of slab shall be concerted with the beam or slab.

2.11.1 Vertical Joints: At the end of any days work or run of concrete, the concrete should be finished off against temporary shutter stop, which should be vertical be vertical and securely fixed. This stop should be removed as early as weather permits.

2.11.2 Horizontal Joints: Horizontal joints should be washed down two hours after a casting in the manner described above for vertical joints.

If the concrete has been allowed to hard excessively, the surface shall be chipped over its whole surface to depth of at least 10 mm and there after thoroughly washed. Before fresh concrete is added on the other side of a construction joints, the surface of the old concrete will be thoroughly wetted then covered with a thin layer of cement mortar (1:2).

All the construction joints in all concrete structure I contact with water or earth shall be provided with approved PVC water stops on both side with hot asphalt or approved metallic strips. The longitudinal joints in water stops shall be preferably hot welled.

2.11.3 Expansion joints: Expansion joints shall be provided wherever directed by the engineer in charge, on where necessary as per standard specification and practice. The filler to be used shall be of approved material.

2.12 Cement Plaster

Cement plaster should be done as per estimate. The surface in contact with water will have 15 mm thick cement plaster of not less than (1:3) proportion with 3% water proofing compound. The concrete surface shall be properly hacked, washed, cleaned and applied with thick cement slurry before applying.

The plaster shall be protected from sun, rain and frost at the contractors expense by such means as the engineer may approve.

To protect the plaster from the sun, ordinarily the whole surface shall be covered with wet sakes. The contractor shall keep the plaster continuously waited for a period of seven days after application.

Annexure-II

**BILL OF QUANTITY (BOQ) FOR
CONSTRUCTION OF IMPOUNDING DAM AT N. SERZAWL
(As per PWD SOR 2019 & PHED Approved Rates)**

Sl.No.	Item No.	Items of Work	Unit	Quantity	Rate	Amount
1	2.18	Earthwork in excavation BY Mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m (a) All kinds of Soil (excluding ordinary & hard rock)	cum	226.48	244.30	55329.06
2	4.02	Providing & laying in position cement concrete of specified grade excluding cost of centering and shuttering. All work upto plinth level: (a) 1:2:4 (1 cement: 2course sand: 4stone aggregate 20mm nominal size)	cum	7.57	8324.60	63017.22
3	5.01	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in- (a) 1:2:4 (1 cement :1.5 course sand :3 stone aggregate 20mm nominal size)	cum	14	9405.20	131672.80
4	5.02	Reinforce cement concrete work in walls including attached pillasters, columns pillers, posts, peirs, abutments, return walls, retaining walls, struts, buttresses, string or lacing courses, fillets etc. upto floor five level excluding cost of centering shuttering etc. complete	cum	133.57	10666.70	1424751.12
5	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. (b) Thermo-mechanically treated bard of grade Fe-500 or more	Kg	4786.5	101.60	486308.40
6	5.01	Providing & laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in-				

		(a) 1:1.5:3 (1 cement : 1.5 course sand : 3 stone aggregate 20mm nominal size)	cum	28.00	9405.20	263345.60
7	4.01	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - all work upto plinth level: (a) 1:1.5:3 (1 cement : 1.5 course sand : 3 stone aggregate 20mm nominal size)	cum	231.60	10666.70	2470407.72
8	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete. (b) Thermo-mechanically treated bars of grade Fe-500 or more	Kg	5187.48	101.60	527047.97
9	7.8	Back filling behind abutment, wing wall and return wall complete as per drawing and Technical Specification.	cum	405.48	1086.00	440351.28
10	5.03	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level upto floor five level excluding the cost of centering, shuttering, finishing and reinforcement complete				
		Connecting beam	cum	6.83	9811.30	67011.18
		RCC Slab	cum	2.29	9811.30	22467.88
11	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete (b) thermo-mechanically treated bars of grade Fe-500 or more	Kg	682.50	101.60	69342.00
		RCC Slab	Kg	152.50	101.60	15494.00
12	5.1	5.1 Centering and shuttering including strutting, propping etc. and removal of form for all heights: (c) Columns, pillars, piers, abutments, posts and struts. All work above plinth level upto floor V level (d) Lintels, beams, plinth beams, girders, bressumers and cantilevers	Sqm	81.90	480.10	39320.19

etc.

		(b) walls including attached pillasters, buttresses, string courses etc.	Sqm	806.36	512.00	412856.32
		(e) Suspended floor, roofs, landings, shelves, and their support, balconies and chajjaj etc.	Sqm	12.20	673.30	8214.26
13	20.11	Plaster : 15mm cement plaster 1:3 (1 cement : 3 fine sand)	sqm	403.18	333.90	134621.80
14	10.10	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer. (round, square or rectangular hollow tubes etc.)	Kg	776.74	189.70	147347.58
	PHED	Providing, fitting and fixing GI Pipes including cutting, threading, jointing with GI fittings etc. complete				
	1)	150mm Ø GI Pipe	Rm	6.25	1530.8	
	2)	150 mmØ CS Sluice valve (SCUD)	No	1.00	87500	
		Carriage of material upto work site	LS			

**Sr. Executive Engineer, PHED
Rural WATSAN Division, Aizawl**

NIT No-I of 2022-2023 SCHEDULE OF QUANTITY

Name of Work : Construction of Impounding Dam at N. Serzawl W/S/S

Schedule of Quantities (as per PWD-3) Quoted amount should be both in figure and words. (Details of Item as per BOQ)

Sl.No.	Item No.	Items of Work	Unit	Quantity	Rate		Amount
					In figure	In words	
1	2.18	Earthwork in excavation BY Mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30cm in depth, 1.5m in width as well as 10sqm on plan) including getting out and disposal of excavated earth lead upto 50m and lift upto 1.5m					
		(a) All kinds of Soil (excluding ordinary & hard rock)	cum	226.48			
2	4.02	Providing & laying in position cement concrete of specified grade excluding cost of centering and shuttering. All work upto plinth level:					
		(a) 1:2:4 (1 cement: 2course sand: 4stone aggregate 20mm nominal size)	cum	7.57			
3	5.01	Providing and laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in-					
		(a) 1:2:4 (1 cement :1.5 course sand :3 stone aggregate 20mm nominal size)	cum	14			
4	5.02	Reinforce cement concrete work in walls including attached pillasters, columns pillers, posts, peirs, abutments, return walls, retaining walls, struts, buttresses, string or lacing courses, fillets etc. upto floor five level excluding cost of centering shuttering etc. complete	cum	133.57			
5	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.					
		(b) Thermo-mechanically treated bard of grade Fe-500 or more	Kg	4786.5			
6	5.01	Providing & laying in position reinforced cement concrete excluding cost of centering and shuttering, finishing and reinforcement in-					
		(a) 1:1.5:3 (1 cement : 1.5 course sand : 3 stone aggregate 20mm nominal size)	cum	28.00			

7	4.01	Providing and laying in position cement concrete of specified grade excluding cost of centering and shuttering - all work upto plinth level:					
		(a) 1:1.5:3 (1 cement : 1.5 course sand : 3 stone aggregate 20mm nominal size)	cum	231.60			
8	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete.					
		(b) Thermo-mechanically treated bars of grade Fe-500 or more	Kg	5187.5			
9	7.8	Back filling behind abutment, wing wall and return wall complete as per drawing and Technical Specification.	cum	405.48			
10	5.03	Reinforced cement concrete work in beams, suspended floors, roofs having slope upto 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level upto floor five level excluding the cost of centering, shuttering, finishing and reinforcement complete					
		Connecting beam	cum	6.83			
		RCC Slab	cum	2.29			
11	5.18	Steel reinforcement for RCC work including straightening, cutting, bending, placing in position and binding all complete					
		(b) thermo-mechanically treated bars of grade Fe-500 or more	Kg	682.50			
		RCC Slab	Kg	152.50			
12	5.1	5.1 Centering and shuttering including strutting, propping etc. and removal of form for all heights:					
		(c) Columns, pillars, piers, abutments, posts and struts.					
		All work above plinth level upto floor V level					

		(d) Lintels, beams, plinth beams, girders, bressumers and cantilevers etc.	Sqm	81.90			
		(b) walls including attached pillasters, buttresses, string courses etc.	Sqm	806.36			
		(e) Suspended floor, roofs, landings, shelves, and their support, balconies and chajjaj etc.	Sqm	12.20			
13	20.1	Plaster : 15mm cement plaster 1:3 (1 cement : 3 fine sand)	sqm	403.18			
14	10.10	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer. (round, square or rectangular hollow tubes etc.)	Kg	776.74			
	PHED	Providing, fitting and fixing GI Pipes including cutting, threading, jointing with GI fittings etc. complete					
	1)	150mm Ø GI Pipe	Rm	6.25			
	2)	150 mmØ CS Sluice valve (SCUD)	No	1.00			
		Carriage of material upto work site	LS				

Total:

In words : (Rupees.....) only

Name and Signature of Tenderer

SCHEDULE - 'B'

Schedule of materials to be issued to the contractor:- **Note: No materials will be issued to the contractor.**

SCHEDULE - 'C'

Tools and plants to be hired to the contractor:- **Note: Tools and Plants should be arranged by the contractor.**

SCHEDULE - 'D'

Extra schedule for specific requirements/ document for the work, if any

SCHEDULE - 'E'

Reference to General Conditions of contract.

Name of Work : **Construction of Impounding Dam at N. Serzawl WSS**

Estimated cost of work	: Rs. 70,25,900.00
(i) Earnest Money	: Rs. 1,40,518.00 (2% of the Tendered amount)
(ii) Performance Guarantee	: Rs. 3,51,295.00 (5 % of the Contract Price)
(iii) Security Deposit	: Rs. 3,51,295.00 (5 % of the Contract Price)

SCHEDULE - 'F' (1 to 20 – Condition of Contract)**General Rules and Directions:**

Officer inviting Tender:	Executive Engineer , PHED Rural WATSAN Division, Aizawl
Maximum percentage of quantity of items of work to be executed beyond which rates are to be determined in accordance with clause 12.2 and 12.3	See below

Definitions:

2(v)	Engineer-in-Charge	Executive Engineer, Rural WATSAN Division, Aizawl
2(viii)	Accepting Authority	Engineer-in-Chief PHED. Mizoram Aizawl
2(xi)	Standard Schedule of rate	MPWD/PHE Schedule Rate
2(xii)	Department	PHE Department
9(ii)	Standard CPW Contract Form GCC, 2010, CPW Form 8 modified & Corrected upto	Latest.

Clause 1:

1	Time allowed for submission of Performance Guarantee from the date of issue of letter of Intent:	10 Days
2	Maximum allowable extension beyond the period provided in (1) above	5 Days

Clause 2:

I	Authority for fixing compensation under clause 2:	SE
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Clause 2A (Incentive for early completion):

i	Whether Clause 2A shall be applicable	No
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Clause 5 (Time and extension for delay):

i	Number of days from the date of issue of letter of acceptance for reckoning date of start:	10 Days
ii	Milestone(s) as per table given below:-	

Sl. No	Description of Milestone (Physical)	Time allowed in days for execution of work (from date of start)	Amount to be withheld in case of non-achievement of milestones
	No Description of Milestone (Physical) in The DPR	As before Column	Penalty Clause applicable as per clause-2 of CPWD Form-8.
	“NIL”	“NIL”	
iii	Time allowed for execution of work::		3 Months
iv	Authority to decide:		
	(i) Extension of time:		As per CPWD Works Manual
	(ii) Rescheduling of mile stones:		EE i/c

Clause 7 (Payment, subjected to availability of funds):

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment:	Rs.....
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Clause 10A (Materials to be provided by contractor):

List of testing equipment to be provided by the contractor at site lab (**Contractor may list down all the equipments**).

1		2		3	
4		5		6	

Clause 10B(ii), (Mob Adv): Whether Clause 10 B (ii) shall be applicable - Yes

Clause 11: Specifications to be followed for execution of work:-

1.0 RELEVANT CODES, etc TO BE FOLLOWED : Appropriate IS code and CPHEEO Manual will be followed for each item.

Clause 16: Competent Authority for deciding reduced rates:- **As per CPWD manual**

Clause 18:

List of mandatory machinery, tools & plants to be deployed by the contractor at site (**Contractor has to list down the items with quantity, Owned/Leased and related documents must be furnished. Extra items or quantity, if available, may also be mentioned**):-

Sl.No.	Item Description	Quantity	Unit
1	Concrete mixers of full bag capacity	1	No
2	Steel/ Plyboard shuttering	20	sqm
3	Needle vibrator	2	No
4	Slab vibrator	1	No
5	Trucks/Tippers	1	No

Clause 25

Constitution of Dispute Redressal Committee (DRC)	Competent Authority to appoint
As per provisions of CPWD Works Manual.	Secretary to the Govt. of Mizoram, PHE Department.

Clause 36 (i): (These are minimum requirement. If available, in addition to this may also be mentioned).

S No	Minimum qualification of Technical representative	Discipline	Designation (Principal Technical Representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)	
						Figures	Words

1	Graduate Engineer	Civil		3 Years	1		
2	Diploma Engineer	Civil		5 Years	1		

Note: A retired Assistant Engineer from Government service holding Diploma will be treated at par with Graduate Engineers.

List of Contract clauses under CPWD form-8 which are not applicable for this contract are as follows

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Contract Clause		
CLAUSE 2A	Incentive for early Completion	Not Applicable
CLAUSE 7	Payment on Intermediate Certificate to be Regarded as Advances	Not Applicable
	Payments in Composite Contracts	Not Applicable
CLAUSE 9	(Payment of final bill) : Payment will be made depending on the availability of Fund and no other claims shall be made by the contractor. Interest shall not be claimed by the contractor if payment is not made due to unavailability of fund.	
CLAUSE 10	Materials Supplied by Government	Not Applicable
CLAUSE 10B	i) Secured Advance on Non Perishable Material	Not Applicable
	iii) Plant Machinery & Shuttering Material Advance	Not Applicable
CLAUSE 10C	Payment on Account of Increase in Price/Wages due to Statutory Order(s)	Not Applicable
CLAUSE 10 CA	Payment due to variation in prices of materials after receipt of tender	Not Applicable
CLAUSE 10 CC	Payment due to increase/decrease in Prices/Wages (excluding materials covered under clause 10(C A) after receipt of tender of works	Not Applicable
CLAUSE 12	Deviation Extra Items and Pricing	Not Applicable
	Deviation, Substituted Items, Pricing	Not Applicable
	Deviation, Deviated Quantities, Pricing	Not Applicable
CLAUSE 38	Conditions for reimbursement of levy/taxes if levied after receipt of tenders	Not Applicable
CLAUSE 43	Compensation during war like situations	Not Applicable

C.P.W.D. safety code shall be followed

Models Rules for the Protection of Health and Sanitary Arrangements for Workers Employed by Central P.W.D. or its Contractors shall be followed

C.P.W.D. Contractor's Labour Regulations shall be followed.

SAMPLE FORMS
Form of Performance Security (Guarantee)
Bank Guarantee Bond

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees..... 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 demure, merely on a demand from the Government stating that the amount claimed as 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. (Rupeesonly)
3. We, the said bank further undertake to pay 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 there under 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 that 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 Engineer-in-Charge on behalf of the Government certified 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 affecting in any manner our obligation 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 tounless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

**Form of Earnest Money Deposit
Bank Guarantee Bond**

WHEREAS, (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated for the construction of (name of work) (herein after called "the Tender")

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at (hereinafter called "the Bank") are bound unto (Name and division of Executive Engineer) (hereinafter called "the Engineer-in-Charge") in the sum of Rs..... (Rs. in words) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this day of20...
THE CONDITIONS of this obligation are:

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

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

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

DATE ...
SIGNATURE OF THE BANK
WITNESS ...

SEAL

(SIGNATURE, NAME AND ADDRESS)

*Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Sample letter of acceptance of tender

[Reference para 20.4.9(1)]

GOVERNMENT OF MIZORAM
OFFICE OF THE
PHE DEPARTMENT,

No.

Dated, the

To

(Name and address of the contractor)

Subject :

.....
(Name of the work as appearing in the tender for the work)

Dear Sir (s),

Your tender for the work mentioned above has been accepted on behalf of the Governor of Mizoram at your tendered/negotiated tender amount of Rs..... (Rupees.....only), which is% below/above the estimated cost of Rs. (Rupees.....only).

2. You are requested to submit the performance security/guarantee of Rs..... (Rupees..... only) within days* of issue of this letter. The performance guarantee shall be in the prescribed form as provided in clause 1 of the General Conditions of Contract for CPWD Works, and shall be valid up to
3. On receipt of the prescribed performance guarantee, necessary letter to commence the work shall be issued, and the site of work handed over to you thereafter.
4. Please note that the time allowed for carrying out the work as entered in the tender (..... days/weeks/months) shall be reckoned from theday* after the date of issue of this letter.

Yours faithfully,

.....
.....
For and on behalf of Governor of Mizoram

(BY REGISTERED/SPEED POST)
Sample letter for commencement of work
[Reference para 20.4.9(2)]

GOVERNMENT OF MIZORAM
OFFICE OF THE
PHE DEPARTMENT

No.

Dated, the

To

(Name and address of the contractor)

Subject:

.....
(Name of the work as appearing in the tender for the work)

Ref:

1. Performance security/guarantee submitted by you vide your letter no..... dated.....for the above work.
2. This office letter of intent/acceptance of your tender no.....date

Dear Sir (s),

1. You are requested to contact the Executive Engineer (complete address) for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within fifteen days from the date of this letter.

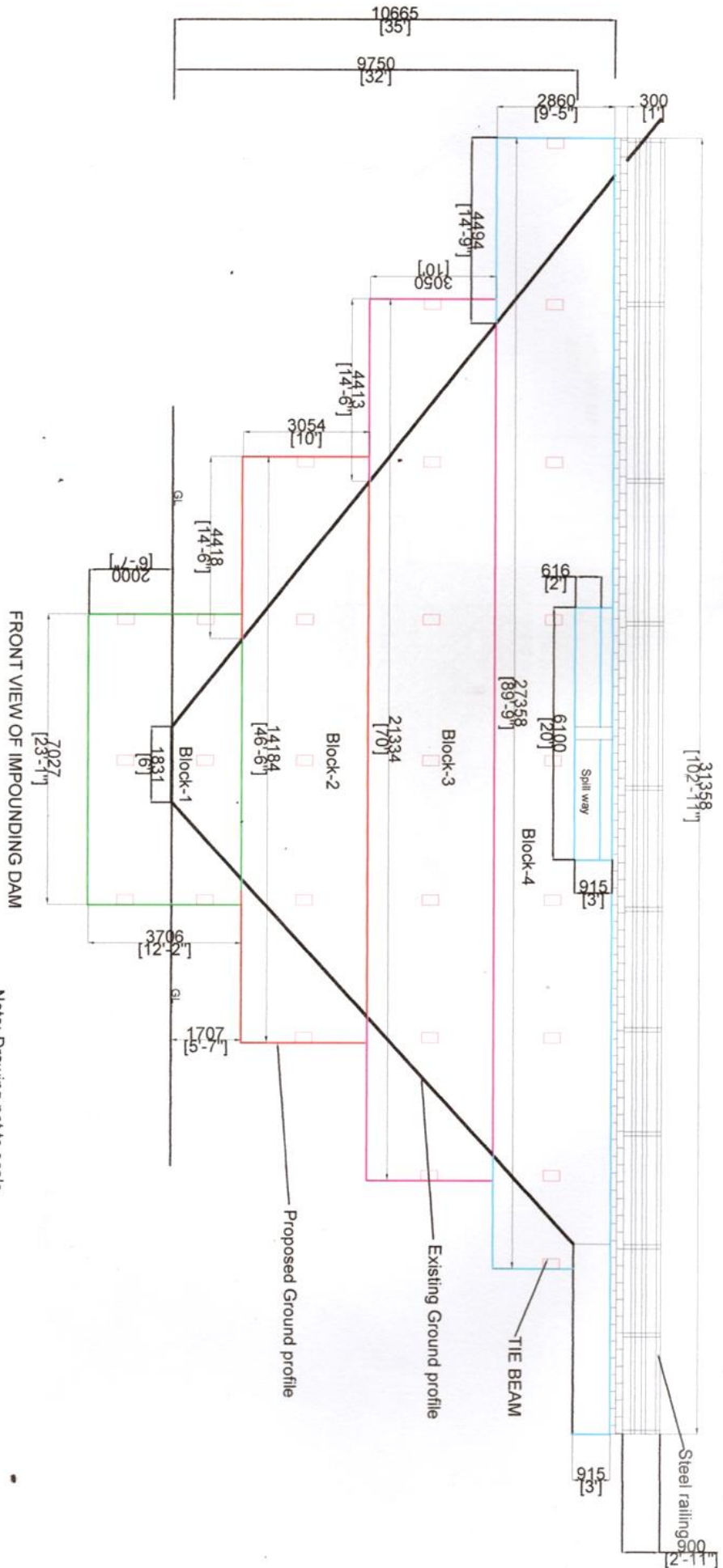
Yours faithfully,

....., PHED,

.....

.....

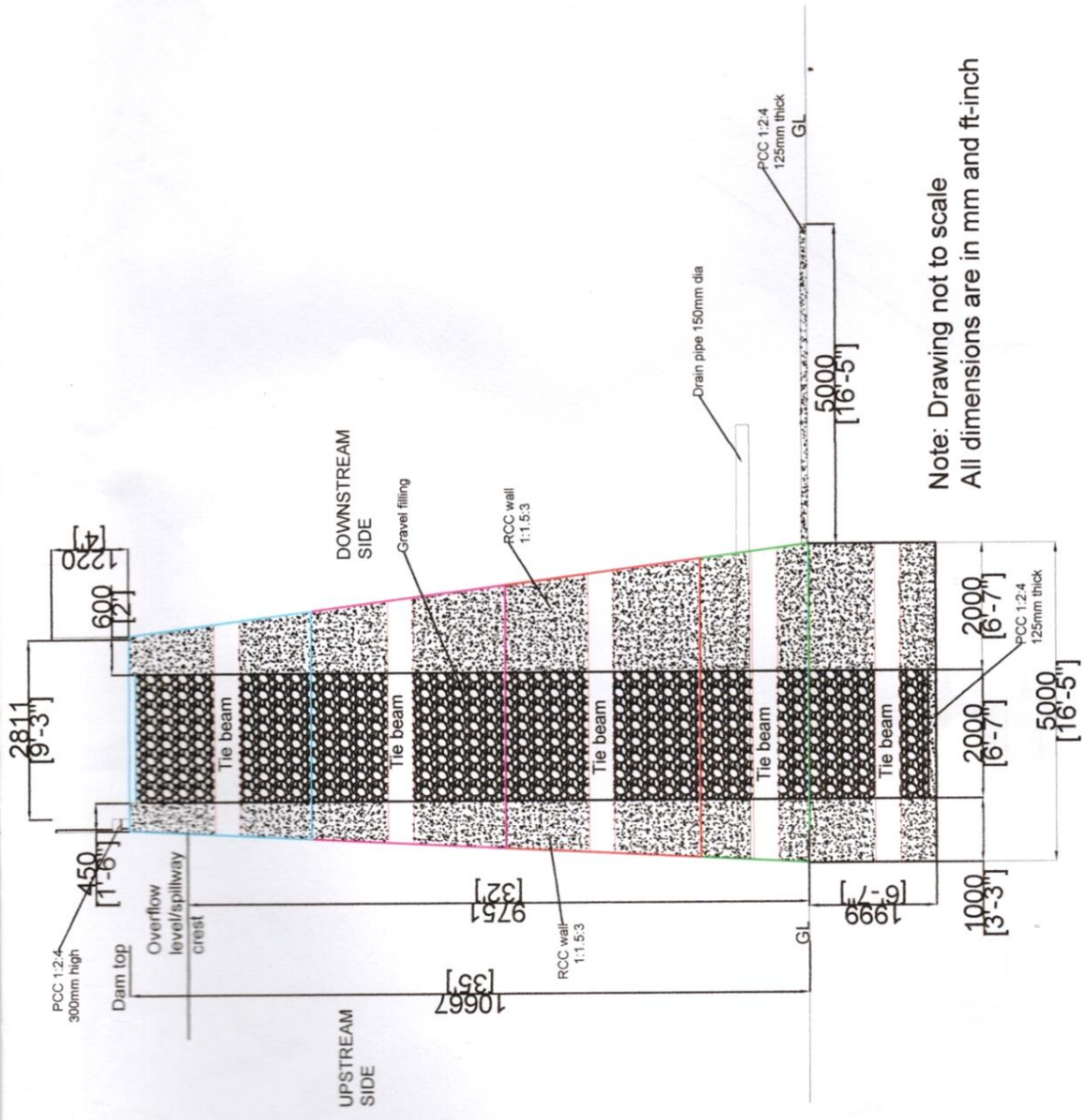
For and on behalf of Governor of Mizoram



Junior Engineer, PHED
Darjawn WATSON Sub-Division

Sub-Division Officer, PHED
Darjawn WATSON Sub-Division

Note: Drawing not to scale
All dimensions are in mm and ft-inch

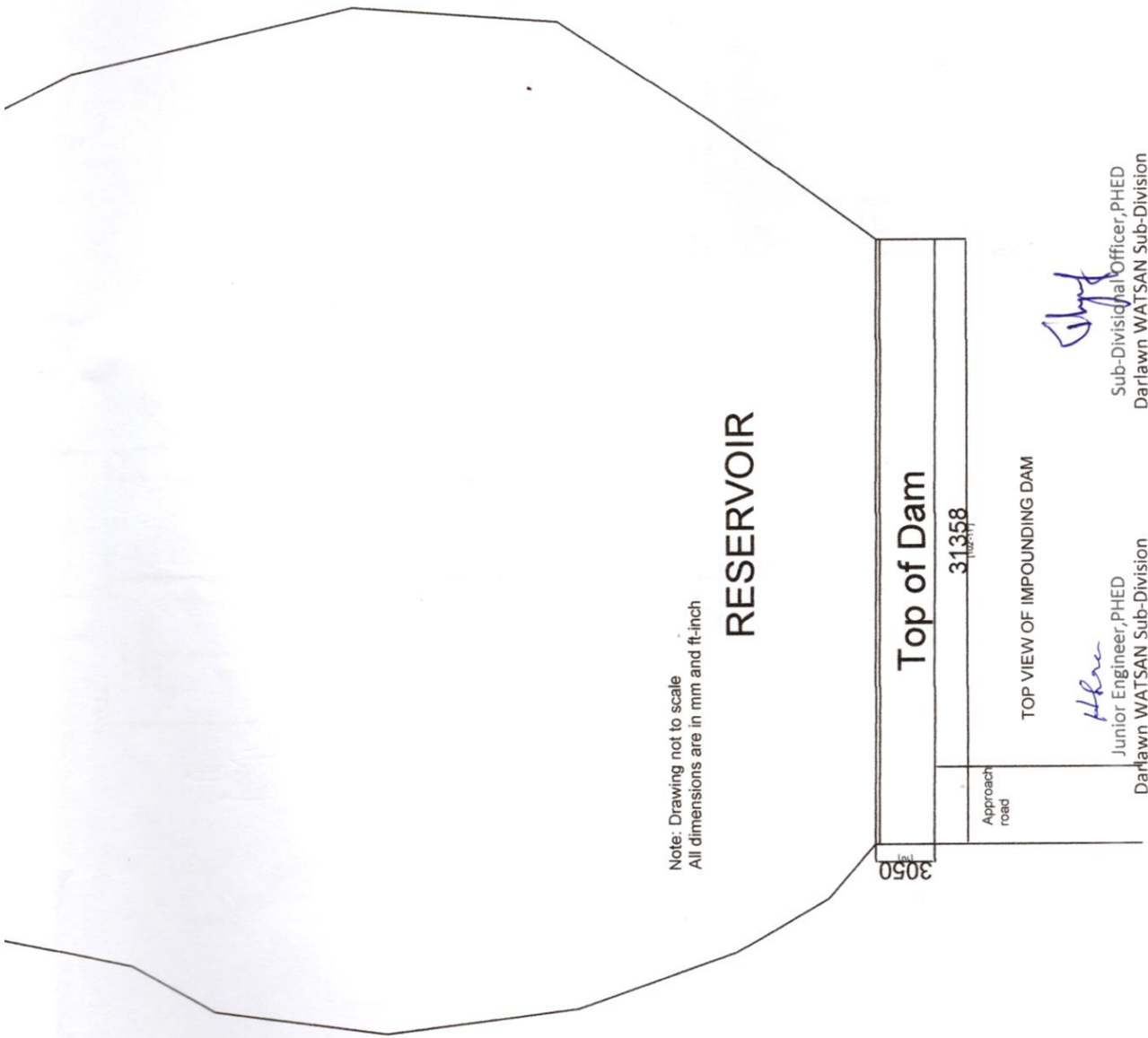


Note: Drawing not to scale
All dimensions are in mm and ft-inch

SECTION VIEW OF IMPOUNDING DAM

Shyng
Sub-Divisional Officer, PHED
Darlawn WATSAN Sub-Division

Ar
Junior Engineer, PHED
Darlawn WATSAN Sub-Division



Note: Drawing not to scale
 All dimensions are in mm and ft-inch

RESERVOIR

Top of Dam

31358

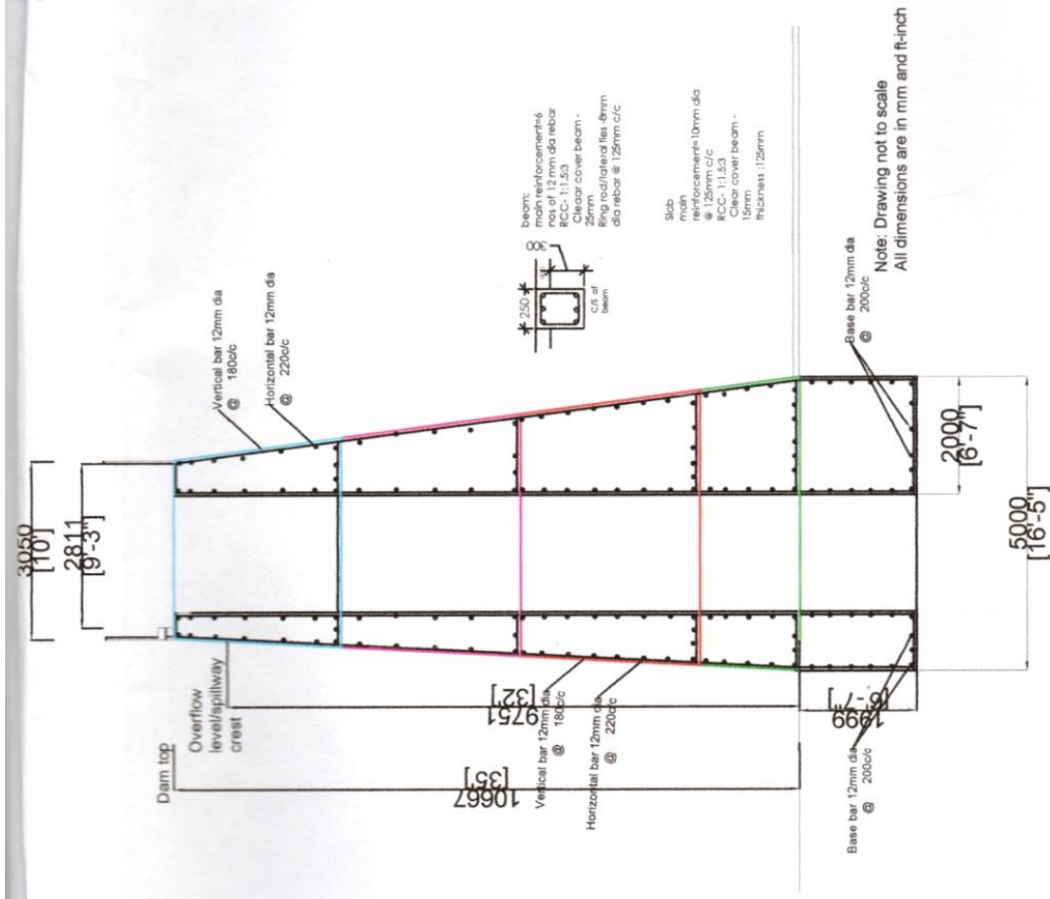
3050

Approach road

TOP VIEW OF IMPOUNDING DAM

[Signature]
 Sub-Divisional Officer, PHED
 Darlawn WATSAN Sub-Division

[Signature]
 Junior Engineer, PHED
 Darlawn WATSAN Sub-Division



SECTIONAL REINFORCEMENT OF DAM

H. K.
Junior Engineer, PHED
Darlawm WATSAN Sub-Division

W. K.
Sub-Divisional Officer, PHED
Darlawm WATSAN Sub-Division