Tender No.: 5 of 2026-2027

OFFICE OF THE ENGINEER-IN-CHIEF, PUBLIC HEALTH ENGINEERING DEPARTMENT

TENDER DOCUMENT, VOLUME – I

FOR

SURVEY, DESIGN, SUPPLY, INSTALLATION, CONSTRUCTION, TESTING & COMMISSIONING OF *FSTP USING DECENTRALIZED WASTEWATER TREATMENT SYSTEM (DEWATS) FOR HNAHTHIAL TOWN WITH ALL CONTINGENT CIVIL, ELECTRICAL, MECHANICAL, PIPING AND INSTRUMENTATION WORKS (INCLUDING 1 MONTH TRIAL RUN + 1 MONTH TRAINING OF OPERATORS + 1 YEAR DEFECT LIABILITY PERIOD).*

UNDER SBM (U) 2.0

Tender amount	**Rs. 61,44,140.00**
Earnest money	**Rs. 1,22,900.00**
Last date of sale of tender	**Dt 10.09.2026 @ 14.00hr.**
Last date of submission of tender	**Dt 22.09.2026 @ 12.00hr.**
Date of opening	**Dt 22.09.2026 @ 14.00hr.**
Date of pre bid meeting	**Dt 08.09.2026 @ 14.00hr.**
Cost of tender document	**Rs. 1,500**
Time allowed for execution of work	**7 months**

PRESS TENDER NOTICE
PUBLIC HEALTH ENGINEERING DEPARTMENT
TENDER NOTICE

The Engineer-in-Chief, PHED, Aizawl, on behalf of the Governor of Mizoram invites bids in two envelope system with sealed Turnkey tender in prescribed form affixing court fee stamp worth not less than Rs. 7.50/- (non refundable) for non tribal and up-to-date House Tax Payee Certificate for tribal from reputed contractors experienced in similar type of works. The last date of sale of tender is **10/09/2026 at 14:00 hrs.** The tender will be received in the office of the undersigned up to **12:00 hours** on **22/09/2026.** The pre bid meeting will be held on **08/09/2026 at 14:00 hours.** The tender so received will be opened on **22/09/2026** at **14:00 hours** in presence of the intending tenderer or his authorized representative.

Notice No.	Name of Work	Approximate Value of Work (in Rs.)	Earnest Money (in Rs.)	Time of Completion	Cost of Tender (in Rs.)
	Survey, Design, supply, installation, construction, testing & commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period).	**61,44,140.00**	**1,22,900.00**	**7 months**	**1,500.00**

Tender document may be obtained from the office of the undersigned on any working days from 10:00 AM to 2:00 PM on application and on payment of tender cost as mentioned above (non-refundable) without which, the tender shall be summarily rejected. The undersigned reserves the right to reject any or all of the tenders without assigning any reason thereof.

Sd/-ZODINTHARI
Engineer-in-Chief, PHED
Aizawl, Mizoram.

Bidding Document

Table of Contents

Section 1. Instructions to Bidders (ITB).....1-1
Section 2. Bidding Forms (BF) & Qualification criteria (QC)..... 2-1
Section 3. Works Requirements (WRQ).....3-1
Section 4. General Conditions of Contract (GCC).....4-1
Section 5. Contract Forms (COF) 5-1

Section 1 - Instructions to Bidders

Table of Clauses

A. General 1-2

1. Scope of Bid 1-2
2. Source of Funds 1-2
3. Amount 1-2
4. Fraud and Corruption 1-2
5. Eligible Bidders 1-2
6. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting 1-3

B. Preparation of Bids 1-4

7. Documents Comprising the Bid 1-4
8. Documents Comprising the Technical Proposal 1-4
9. Documents Establishing the Qualifications of the Bidder 1-5
10. Period of Validity of Bids 1-5
11. Bid Security 1-5
12. Bid Price 1-5
13. Format and Signing of Bid 1-5

C. Submission and Opening of Bids 1-6

14. Sealing and Marking of Bids 1-6
15. Deadline for Submission of Bids 1-6
16. Bid Opening 1-6

D. Award of Contract 1-7

17. Award Criteria 1-7
18. Notification of Award 1-7
19. Signing of Contract 1-7
20. Performance Security 1-7

Section 1 - Instructions to Bidders

A. General

1. Scope of Bid

Survey, Design, supply, installation, construction, testing & commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period).

2. Source of Funds

SBM(U) 2.0

3. Amount

The work is estimated to cost Rs. 61,44,140.00

4. Fraud and **Corruption**

Bidders, suppliers, and contractors under this contracts are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Department will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

5. Eligible Bidders

5.1 A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

(a) all partners shall be jointly and severally liable, and

(b) the JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

5.2 Tenders will be issued to reputed CPWD/MPHED, contractors with definite proof from the appropriate authority, which shall be to the satisfaction of the PHE Department. Standing order for eligibility of different classes of contractor corresponding on the tendered amount will be followed.

5.3 The enlistment of the contractors should be valid on the last date of sale of tenders. In case the last date of sale of tender is extended, the enlistment of contractor should be valid on the original last date of sale of tenders. In case both the last date of receipt of application for issue of tenders and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.

5.4 Tender documents will be issued from Engineer-in-Chief, PHED Office, during the hours specified above, on payment of Rs. 1,500/- (Rupees One thousand five hundred only) in cash.

5.5 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.

5.6 Bidder shall have to submit copies of GST registration number issued by appropriate authority.

5.7 Rate quoted by tenderers should include all kind of taxes, GST, Cess, insurance, royalty for forest product, etc.

5.8 Tenderer has to read all terms and conditions of this tender documents carefully. Tenderer has to accept and comply with all terms and conditions of this tender. Overwriting in the proforma of schedules is not acceptable and corrections if any should be initialed and dated by the tenderer.

5.9 If any contradiction arises in any clauses of this NIT and clauses in CPWD Form-8, clauses in this NIT will supersede clauses in CPWD Form-8. If any clauses of the NIT are not mentioned clearly, then CPWD Works Manual will be referred and applied.

6. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

6.1 A prospective Bidder requiring any clarification of the Bidding Document shall raise his inquiries during the pre-bid meeting. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification it shall do so by issuing addenda.

6.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

6.3 The Bidder's designated representative is invited to attend a pre-bid meeting which will be held on **8th SEPTEMBER, 2026 @ 14.00 hr**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

6.4 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

B. Preparation of Bids

7. Documents Comprising the Bid

7.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid and the other the Financial Bid, both envelopes enclosed together in an outer single envelope.

7.2 The Technical Bid shall comprise the following:

i. Form of technical bid
ii. Bid Security
iii. Technical Proposal
iv. Bidders Qualification
v. Subcontractor
vi. Miscellaneous

7.3 The Financial Bid shall comprise the following:

i. Form of financial bid
ii. Completed Price Schedules

7.4 In addition to the requirements, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.

8. Documents Comprising

8.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods,

the Technical Proposal

equipment, personnel, schedule and any other information as stipulated in Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

9. Documents Establishing the Qualifications of the Bidder

9.1 To establish its qualifications to perform the Contract in accordance with Evaluation and Qualification Criteria. The Bidder shall provide the information requested in the corresponding information sheets included in Bidding Forms.

10. Period of Validity of Bids

10.1 The tender for the works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Governor of Mizoram shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work

11. Bid Security/ Earnest Money

11. Tender must be accompanied by earnest money of Rs. 1,22,900.00 in the form of Banker's Cheque / Demand Draft / Fixed Deposit Receipt of a commercial bank in Aizawl, Mizoram, issued in favor of the Engineer-in-Chief, PHED, Aizawl.

12. Bid Prices

12.1 All prevailing duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

13. Format and Signing of Bid

13.1 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

C. Submission and Opening of Bids

14. Sealing and Marking of Bids

14.1 The tender document along with supporting documents and designs 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 and both the envelopes shall be submitted together in another sealed (by wax only) envelope with the name of work and due date of opening written on the envelope.

14.2 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

15. Deadline for Submission of Bids

Issue of tender documents shall be stopped by **14:00** hours on **10/09/2026**. Receipt of tender shall be stopped by **12:00** hours on **22/09/2026**.

16. Bid Opening

The opening of the Technical Bid shall take place at/on:

Address: Engineer-in-Chief Office Chamber, Khatla Aizawl

Floor: 2nd Floor

City: Aizawl, Mizoram

ZIP Code: 796001

Country: India

Date: 11.09.2026

Time: 14.00 hrs

D. Award of Contract

17. Award Criteria

17.1 The Employer shall award the Contract to the lowest evaluated substantially responsive Bidder whose bid meets all the qualification and technical requirements specified in the bidding documents, provided that the Bidder is determined to be qualified and capable of performing the Contract satisfactorily.

17.2 If the selected Bidder fails to meet the post-qualification requirements, declines the award, fails to furnish the required Performance Security, fails to sign the Contract within the stipulated period, or is otherwise found ineligible or unsuitable in accordance with the Bidding Documents or applicable procurement rules, the Employer reserves the right to reject such Bid and sequentially invite the next lowest evaluated substantially responsive Bidder whose bid meets all the qualification and technical requirements specified in the bidding documents for award, without incurring any liability to the rejected Bidder.

17.3 Where a bid is considered abnormally low, the Employer may seek justification from the bidder and if the explanation is unsatisfactory of capability is not demonstrated, the bid may summarily be rejected.

17.4 The Employer also reserves the right to accept or reject any Bid, or to annul the bidding process and reject all Bids at any time before the award of Contract, without thereby incurring any liability to the affected Bidder(s), subject to the applicable procurement laws and rules.

18. Notification of Award

18.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, via the Letter of Acceptance that its bid has been accepted.

19. Signing of Contract

19.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement which should be signed within 10 days from issue of letter of intent.

20. Performance Security

20.1 The bidder whose tender is accepted will be required to furnish performance guarantee of 5% (five percent) of the contract amount within 7 days from issue of letter of intent. This guarantee shall be in the form of Banker’s Cheque or Demand Draft or Fixed Deposit Receipt of a commercial bank in Aizawl, Mizoram.

Section 2 - Bidding Forms

- Post qualification -

Table of Forms

Form of Technical Bid **2-2**

Receipt for purchase of Tender Document **2-3**

Bid Security **2-4**

Technical Proposal **2-5**

Personnel 2-6
Form PER – 1: Proposed Personnel 2-6
Form PER – 2: Resume of Proposed Personnel 2-7

Equipment 2-8

Site Organization 2-10

Method Statement 2-10

Mobilization Schedule 2-11

Construction Schedule 2-11

Bidder's Qualification **2-12**

Form ELI - 1: Bidder's Information Sheet 2-12

Form ELI - 2: JV Information Sheet 2-13

Form LIT - Pending Litigation 2-14

Form BLA- Non-blacklisting declaration 2-15

Form SOL- Solvency certificates 2-16

Form FIN - 1: Financial Situation 2-17

Form FIN - 2: Average Annual Construction Turnover 2-18

Form FIN – 3: Financial Resources 2-19

Form FIN- 4: Current Contract Commitments / Works in Progress 2-20

Form FIN- 5: Form of Assured Line of Credit 2-21

Form EXP – 1: General Construction Experience 2-22

Form EXP – 2: Specific Construction Experience 2-23

Sub-Contractor **2-24**
Form SC-1: Schedule of Sub-contractor 2-24
Form SC-2: Details of Sub-Contractor 4-25

Miscellaneous **2-26**
Form MISC-1: Statement of compliance with the bidding document 2-26

FORM OF TECHNICAL BID

Name of Work: _____

Tender No: _____

To

_____[Employer]

_____ [Address]

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding document, etc.

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

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 60 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 …….

RECEIPT
FOR
PURCHASE OF TENDER DOCUMENT

(A) Turnkey tender
(B) Tender No.: **05 of 2026-2027**
(C) For the work of: Survey, Design, supply, installation, testing & commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period).

(i) To be submitted by 12:00 hours on Dt. 22/09/2026 to the office of the Engineer-in-Chief, PHED, Aizawl, Mizoram.
(ii) To be opened at 14:00 hours on Dt. 22/09/2026 at the office of the Engineer-in-Chief, PHED, Aizawl, Mizoram.

(D) Issued to:
…….

Signature of the officer issuing the documents …….

Designation : ……

Date of issue : …….

Bid Security

Bank Guarantee

..... ***Bank's Name, and Address of Issuing Branch or Office*** .....

Beneficiary: .....***Name and Address of Employer*** .....

Date: .....

Bid Security No.: .....

We have been informed that . . . . . ***name of the Bidder***. . . . . (hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of . . . . . ***name of contract*** . . . . . under Invitation for Bids No. . . . . (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we . . . . . ***name of Bank***.....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of..... ***amount in figures*** . . . . . (. . . . . .***amount in words*** .....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

. . . . . .***Bank's seal and authorized signature(s)*** . . . . . .

Technical Proposal

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

No.	Position	**Nos.**	**Total Work Experience**	**Experience In execution of Sewerage or water supply Works**
1	Graduate Civil / Public Health Engineer (Project Manager)	One	3 years	2 years
2	Graduate Civil Engineers (Project Engineers)	One	2 years	1 year
3	Diploma Civil / Public Health Engineering (With knowledge of local language) (Site Supervisors)	One	1 year	1 year
4	Diploma in Mechanical Engineer	One	1 year	
5	Diploma in Electrical Engineer	One	1 year	
6	Surveyor	One	2 year	
Any two among personnel mentioned in item 1 to 3 above shall have specific experience in laying sewerage system.				

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information below.

Personnel

Bidders should provide the names of suitably qualified personnel to meet the requirements specified in above table. The data on their experience should be supplied using the Form below for each candidate.

Form PER – 1: Proposed Personnel

1.	**Title of position***
	Name
2.	**Title of position***
	Name
3.	**Title of position***
	Name
4.	**Title of position***
	Name

Form PER – 2: Resume of Proposed Personnel

Position		
Personnel information	**Name**	**Date of birth**
	Professional qualifications	
Present employment	**Name of employer**	
	Address of employer	
	Telephone	**Contact (manager / personnel officer)**
	Fax	**E-mail**
	Job title	**Years with present employer**

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No	**Equipment Type and Characteristics**	**Min. Number Required**
1	Leveling instrument auto level of best sophisticated make	2 Nos.
2	Concrete mixer	2 Nos.
3	Needle vibrator	2 Nos.
4	Excavator with required size arm for pipe trenches / wet wells	1 Nos.
5	Tipper lorry	1 Nos.
6	Required equipment/machinery for soil compaction, ramming etc.	1 Sets
7	Wooden shoring with all post, beams, struts, planks etc complete for a stretch of 50 m to use where sheet pilling is not required.	1 Sets
8	Diesel generator set (portable) of suitable capacity	1 No.
9	Excavator cum Loader	1 Nos

The Bidder shall provide further details of proposed items of equipment using the relevant Form below.

Note: - The owner must demonstrate either ownership or confirmed lease agreement of the required equipment.

The Bidder shall provide adequate information to demonstrate (In INR) clearly that it has the capability to meet the requirements for the key equipment listed in the above table. A separate (In INR) Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Item of Equipment		
Equipment Information	**Name of manufacturer**	**Model and power rating**
	Capacity	**Year of manufacture**
Current Status	**Current location**	
	Details of current commitments	
Source	**Indicate source of the equipment** □ **Owned** □ **Rented** □ **Leased** □ **Specially manufactured**	

Omit the following information for equipment owned by the Bidder.

Owner	**Name of owner**	
	Address of owner	
	Telephone	**Contact name and title**
	Fax	**Telex**
Agreements	**Details of rental / lease / manufacture agreements specific to the project**	

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

Bidders Qualification

To establish its qualifications to perform the contract. The Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of JV, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

- ❑ 1. In case of single entity, articles of incorporation or constitution of the legal entity named above.
- ❑ 2. Authorization to represent the firm or JV named in above.
- ❑ 3. In case of JV, letter of intent to form JV or JV agreement.
- ❑ 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply.

Form ELI - 2: JV Information Sheet

Each member of a JV must fill in this form

JV / Specialist Subcontractor Information	
Bidder's legal name	
JV Partner's or Subcontractor's legal name	
JV Partner's or Subcontractor's country of constitution	
JV Partner's or Subcontractor's year of constitution	
JV Partner's or Subcontractor's legal address in country of constitution	
JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

Attached are copies of the following original documents.

- ❑ 1. Articles of incorporation or constitution of the legal entity named above.
- ❑ 2. Authorization to represent the firm named above.
- ❑ 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Form LIT - Pending Litigation

CRITERIA - All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 80 Percent of the Bidder's net worth.

Each Bidder or member of a JV must fill in this form

Pending Litigation			
Year	**Matter in Dispute**	**Value of Pending Claim in Rupees**	**Value of Pending Claim as a Percentage of Net Worth**

Form BLA- Non-blacklisting declaration

NON-BLACKLISTING DECLARATION

(To be submitted on the Bidder's Letterhead)

Date:____/____/ _____

To

The Tender Inviting Authority

Subject: Declaration Regarding Non-Blacklisting / Non-Debarment

Tender Name: _____

Tender No.: _____

I/We, M/s._____, having our registered office at _____, hereby solemnly declare that:

1. Our firm/company has not been blacklisted, debarred, banned, suspended, or declared ineligible by the Central Government, any State Government, Public Sector Undertaking (PSU), Autonomous Body, Municipal Authority, Local Body, or any other Government Organization in India as on the date of submission of this bid.

2. No order of blacklisting, debarment, suspension, or business restriction has been issued against our firm/company that is currently in force.

3. There is no pending proceeding, to the best of our knowledge, which may result in our blacklisting or debarment by any Government Department or Public Sector Organization.

4. We understand that if this declaration is found to be false or misleading at any stage of the tender process or during the execution of the contract, the Tender Inviting Authority shall have the right to reject our bid, terminate the contract, forfeit the Earnest Money Deposit (EMD)/Performance Security, and take any other action deemed appropriate as per the applicable tender conditions.

I/We hereby certify that the above information is true and correct to the best of my/our knowledge and belief.

For M/s. _____

Authorized Signatory

Signature:_____

Name:_____

Designation:_____

Form SOL

SOLVENCY CERTIFICATE

(To be issued by a Scheduled Commercial Bank on its Letterhead)

Certificate No.: _____
Date:____/____/ _____

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s._____, having its office at _____, is maintaining banking account(s) with our branch.

Based on the financial records available with us and the conduct of the account(s), we consider the above firm financially sound and solvent to the extent of Rs._____(Rupees _____only).

This certificate is issued at the specific request of the customer for the purpose of participation in tender(s). It is issued without any risk or responsibility on the part of the Bank or its officials and does not constitute a guarantee or commitment by the Bank for any financial obligation of the customer.

This certificate is valid for_____months from the date of issue unless otherwise specified.

For Bank Branch:_____

(Signature)

Name of Branch Manager: _____

Designation: Branch Manager

Employee ID: _____

Branch Seal

Form FIN - 1: Financial Situation

CRITERIA - Submission of audited balance sheets and income statements for the last 3 years to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant's net worth calculated as the difference between total assets and total liabilities should be positive.

Each Bidder or member of a JV must fill in this form

Financial Data for Previous 3 Years [In Rupees]		
Year 1:	**Year 2:**	**Year 3:**

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Form FIN - 2: Average Annual Construction Turnover

CRITERIA - CPWD enlisted as well as non-CPWD contractors are required to submit eligibility documents for similar work experience as follows:

a) Three similar completed works each costing not less than 40% of the estimate cost put to tender or

b) Two similar completed works each costing not less than 60% of the estimate cost put to tender or

c) One similar completed works each costing not less than 80% of the estimate cost put to tender

Each Bidder or member of a JV must fill in this form

Annual Turnover Data for the Last 3 Years (Construction only)	
Year	**Amount (In Rupees)**

Average Annual Construction Turnover	

Form FIN – 3: Financial Resources

Using Forms FIN – 3 and FIN - 4 , the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the anticipated cash-flow requirement for execution of the work:

(1) The following cash flow requirement, INR 17.55 lakh and

(2) The overall cash flow requirements for this contract and its current works commitment.

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts.

Financial Resources		
No.	**Source of financing**	**Amount (In Rupees)**
1		
2		
3		

Form FIN- 4: Current Contract Commitments / Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	**Name of Contract**	**Employer's Contact Address, Tel, Fax**	**Value of Outstanding Work [Rs]**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [Rs per month]**
1					
2					
3					
4					
5					

Form FIN -5: Sample Form of Letter of ASSURED LINE OF CREDIT

(*To be submitted by a Reputed Bank on the Bank's Letterhead*)

Date: _____

To: **The Engineer-in-Chief**
Public Health Engineering Department

Aizawl, Mizoram
ZIP
Code:796001

Subject:
Letter of Assurance for**:** _____

Dear Sir,

WHEREAS_____[*name and address of Bidder*] intends to submit a bid for Survey, Design, supply, installation, testing & commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period) as per detailed specification under the SBM 2.0 in response to the Invitation for Bids issued by the The Chief Engineer, PHED vide for contract package no.
_____and

WHEREAS the Bidder has requested that an assured revolving line of credit be provided to it for executing the works under: Survey, Design, supply, installation, testing & commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period) as per detailed specification under contract package no._____in the event that the Contract is awarded to it; then

KNOW ALL THESE PEOPLE by these presents that We _____ [*name of Bank*] of_____[*name of Country*] having our registered office at _____ [*address of registered office*] are willing to provide to _____(the Bidder) a sum of up to _____ [*amount of guarantee in figures and words*] as an assured revolving line of credit for executing the Works under the **:** :_____should the Bidder be awarded the contract based on its bid prices.

We understand that this assurance may be taken into consideration by the Employer during evaluation of the Bidder's financial capabilities, and further assure that we intend to maintain this revolving line of credit until such time as the Works are completed and taken over by the Employer.

SEALED with the Common Seal of the said Bank on the_____day of_____, 2026. Date:

_____ Signature of the Bank: _____

Witness:_____Seal: _____

[Signature, name and address]

Form EXP – 1: General Construction Experience

Experience under contracts in the role of contractor, subcontractor, or management contractor for at least the last 5 Years prior to the bid submission deadline.

Each Bidder or member of a JV must fill in this form

General Construction Experience				
Starting Month Year	**Ending Month Year**	**Years**	**Contract Identification and Name and Address of Employer Brief Description of the Works Executed by the Bidder**	**Role of Bidder**

Form EXP – 2(a): Specific Construction Experience

Participation in at least one contract that has been successfully or substantially completed within the last 10 (ten) yrs and that is similar to the proposed works. The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology. Within the last 10 yrs, the Bidder should satisfy any one of the following minimum requirements:

(i) Three similar completed works costing not less than Rs 24,57,656 each or

(ii) Two similar completed works costing not less than Rs 36,86,484 each or

(iii) One similar completed work costing not less than Rs 49,15,312

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No . . . . . . of	**Contract Identification**	
Award Date		**Completion Date**
Role in Contract	❑ **Contractor** ? **Management Contractor** ? **Subcontractor**	
Total Contract Amount (INR)		
If partner in a JV or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity		

Form SC-1: Schedule of Subcontractors

(The bidder shall enter in this Schedule a list of the sections and appropriate value of the work for which he proposes to use subcontractors, together with the names and addresses of the proposed subcontractors. The bidder shall also enter a statement of similar works previously executed by the proposed subcontractors, including description, location and value of work, year completed, and name and address of the Employer/Employer's Representative. Notwithstanding such information the bidder, if awarded the contract, shall remain entirely and solely responsible for the satisfactory completion of the Works.)

Elements of Work	**Approximate Value**	**Name and Address of Subcontractor**	**Statement of Similar Works Previously Executed (within last 5 years)**

Form SC-2: Details of Sub-contractor

1. Name of Sub-contractor:

2. Year of Establishment/Registration:

3. Annual Turnover from construction activities in the last 3 years (attach balance sheets or any other authentic documents):

   Financial Year 1:

   Financial Year 2:

   Financial Year 3:

4. Similar Work Experience in past 10 years (attach work orders and completion certificates from clients):

5. Details (including estimated cost) of work proposed to be sub-contracted:

6. Technical/Managerial manpower proposed to be made available by the sub-contractor for the work (attach CV's including qualification and experience of personnel):

7. Materials & equipment's proposed to be supplied by the Contractor to the sub-contractor.

8. Materials & equipment's proposed to be made available by sub-contractor for the work:

9. Responsibility of sub-contractor for carrying out the work:

10. Quality Assurance / Quality Control System proposed to be established for the work:

Salient Features of MOU or Agreement between Contractor and the Sub-contractor (Copy of MOU or Agreement to be enclosed):

Form MISC-1: Statement of Compliance with the Bidding Documents

Bidder shall provide a complete statement of any proposed deviations from the Conditions of Contract that are stipulated in the various Sections in Volume 1, General Requirements, giving reference to the Section Number and Clause Number, along with a description of the proposed deviation and the reason for proposing such deviation.

Section & Clause Number	As Mentioned in Bid Document	As Proposed by the Bidder	Reasons for Deviation

The Bidder hereby certifies that the above-mentioned deviations are the only deviations proposed to the various Sections of Volume 1, General Requirements, and that he agrees with all remaining conditions.

SECTION-3

WORKS REQUIREMENTS / SPECIFICATIONS

General

All the designs will generally conform to the 'Manual of Sewerage and Sewage Treatment' published by the CPHEEO of the Government of India.

Design Period

The design, preparation of detailed estimates and award of contract are expected to be completed in 2026 and it is estimated that the execution of the Project will be completed by March, 2027. Also as mentioned in the Terms of Reference, the base design year will be 2026 and ultimate design period 2056. Population projection has been done based on the above.

Design Period	-	30 Years
Base design Year	-	2026
Intermediate design Year	-	2041
Ultimate design Year	-	2056

As per the CPHEEO guidelines the design period for various components of the proposed Under Ground Sewerage Scheme will be adopted as below:

The following are proposed design periods for various components of this project.

Table 0-1: Design Period for Project Components

Sl.No.	Components	Design Period
a)	Civil Structures for pump house	30 years
b)	Electrical motors and pumps	30 years
c)	Fecal sludge Treatment Plant	30 years

Projection of Future Population

TOWN	BASE YEAR POPULATION	INTERMEDIATE POPULATION	DESIGN POPULATION	METHOD
HNAHTHIAL	10781	14374	17968	AVERAGE OF ARITHMETIC, INCREMENTAL & GEOMETRICAL METHOD

Fecal Sludge Characteristics

Characteristics of the fecal sludge were collected from the outlet of existing septic tank. Typical value ranges for major pollution parameters are presented in Table 6.1 below:

Table 0-3 Fecal Sludge Characteristic

S.No.	*Parameter*	*Units*	*Values*
1.	*pH*	*-*	*6.50*
2.	*Biological Oxygen Demand (BOD_5)*	*mg/l*	*10000*
3.	*Chemical Oxygen Demand*	*mg/l*	*15000*
4.	*Total Suspended Solids*	*mg/l*	*460*

The expected quality of treated effluent and standards for inland surface water discharge includes 5 day BOD at 20° C as 10 mg/l and suspended solids of 60 mg/l and below.

The discharge standards prescribed by Central Pollution Control Board (CPCB) for disposal of treated sewage/fecal sludge into inland water course are given in Table 6.2 below:

Table 0-4: Treated Sludge into Inland Surface

Sl. No.	Parameter	Unit	Values
1	pH	-	6.5
2	Biochemical Oxygen Demand (BOD) – 5 days 20°C	mg/l	10
3	Chemical Oxygen Demand (COD)	mg/l	45
4	Total Suspended Solids (TSS)	mg/l	<60.0

FSTP capacity calculation

FSTP CAPACITY CALCULATION – HNAHTHIAL TOWN		
Total Population (P)	17968	
Floating Population (FP):	899	
Generation rate per Capita/day from septic tanks (D):	0.00021	Cum
% of population OR HH dependent on Septic Tank :	100	%
Population Dependent on Septic Tank (F):	17968	
FS generation in HH or population with septic tanks (A)	3.77328	Cum
FS generation from public and community toilets (B):	0.18879	Cum
Total FS Generated (A+B):	3.96207	Cum
Say,	**3**	**Cum**

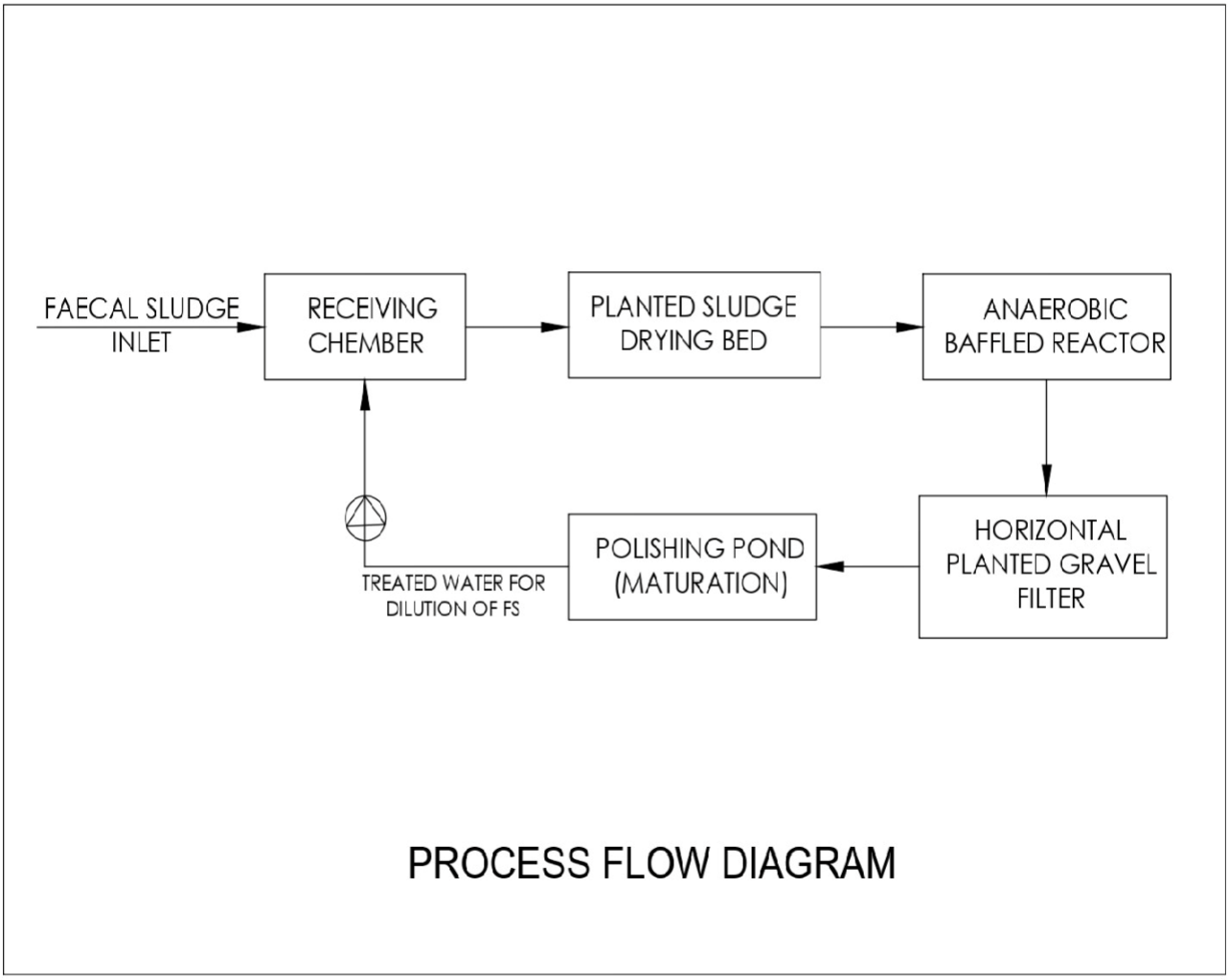
PROPOSED TREATMENT PROCESS DESCRIPTION

A fecal sludge treatment plant based on DEWATS (**Decentralized Wastewater Treatment System**) technology is proposed to be constructed of required capacity. Then sludge from septic tank will be transported and sludge will be pumped to inlet chamber of FSTP.

DEWATS (Decentralized Wastewater Treatment System) is a sustainable wastewater treatment approach designed for communities, institutions, and areas where centralized sewerage systems are not feasible. It combines both **anaerobic and aerobic treatment processes** to effectively remove pollutants from wastewater. In the **anaerobic** stage, units such as septic tanks or **anaerobic baffled reactors (ABRs)** break down organic matter in the absence of oxygen, reducing BOD and suspended solids. The partially treated wastewater then passes through **aerobic treatment units**, such as **planted gravel filters** or constructed wetlands, where oxygen-supported microorganisms further remove contaminants. A final polishing step, such as **a maturation pond** or disinfection unit, improves the effluent quality before reuse or disposal. DEWATS systems require relatively low energy, operation, and maintenance costs compared to conventional treatment plants. Due to their modular and decentralized nature, they are highly suitable for small towns, institutions, and peri-urban areas.

Process Design of DEWATS:

The following units are considered for the treatment plant:



The treatment system comprises of the following process units:

Treatment	Process Units	Qty. (Nos.)
Preliminary	Receiving Chamber	1 No.
	Coarse Screen Channel	1 No.
	Fine Screen Channel	1 No.
Secondary	Anaerobic baffled reactor	1 No
	Horizontal Planted gravel filter	1 No.
Disinfection / Tertiary	Maturation Pond	1 No.
Sludge Handling	Planted drying bed	12 No.

Process Description

Main Treatment Modules:

- **Inlet Chamber:** Receives and regulates faecal sludge, removing debris and protecting downstream DEWATS treatment units efficiently.
- **Screen Chamber:** Coarse screens (20–50 mm) remove large solids; fine screens (6–20 mm) remove finer particles.
- **Anaerobic Baffled Reactor (ABR)**: Rectangular baffled tank enables zigzag flow; anaerobic bacteria reduce BOD, COD, solids, enhancing treatment efficiency and sludge retention.
- **Horizontal Planted Gravel Filter**: Uses plants and Gravel media filters solids; root-attached microbes degrade organics, reducing BOD, COD, nutrients, pathogens, and suspended solids.
- **Maturation Pond**: Retains wastewater, enabling natural settling, sunlight-driven biological treatment, reducing BOD, COD, nutrients, pathogens, ensuring safe discharge or reuse.
- **Planted Sludge Drying Bed:** A planted sludge drying bed in a DEWATS system dewaters and stabilizes sludge naturally through drainage, evapotranspiration, and microbial activity. It reduces sludge volume, lowers disposal costs, minimizes Odors and produces a safer, easier-to-handle biosolid for reuse or final disposal.

All the civil structures of the treatment unit shall be RCC structure with M-30 grade concrete of appropriate dimensions including earth work, filling, pcc sub-base, shuttering etc.

- **Pump & panel room:** Construction of Pump & panel room having dimensions of 4 meters x 6 meters including internal electrification, toilet, internal water supply, furniture's, ceiling and exhaust fans. Structure shall be made of M-20 grade concrete.

Miscellaneous works: HNAHTHIAL TOWN

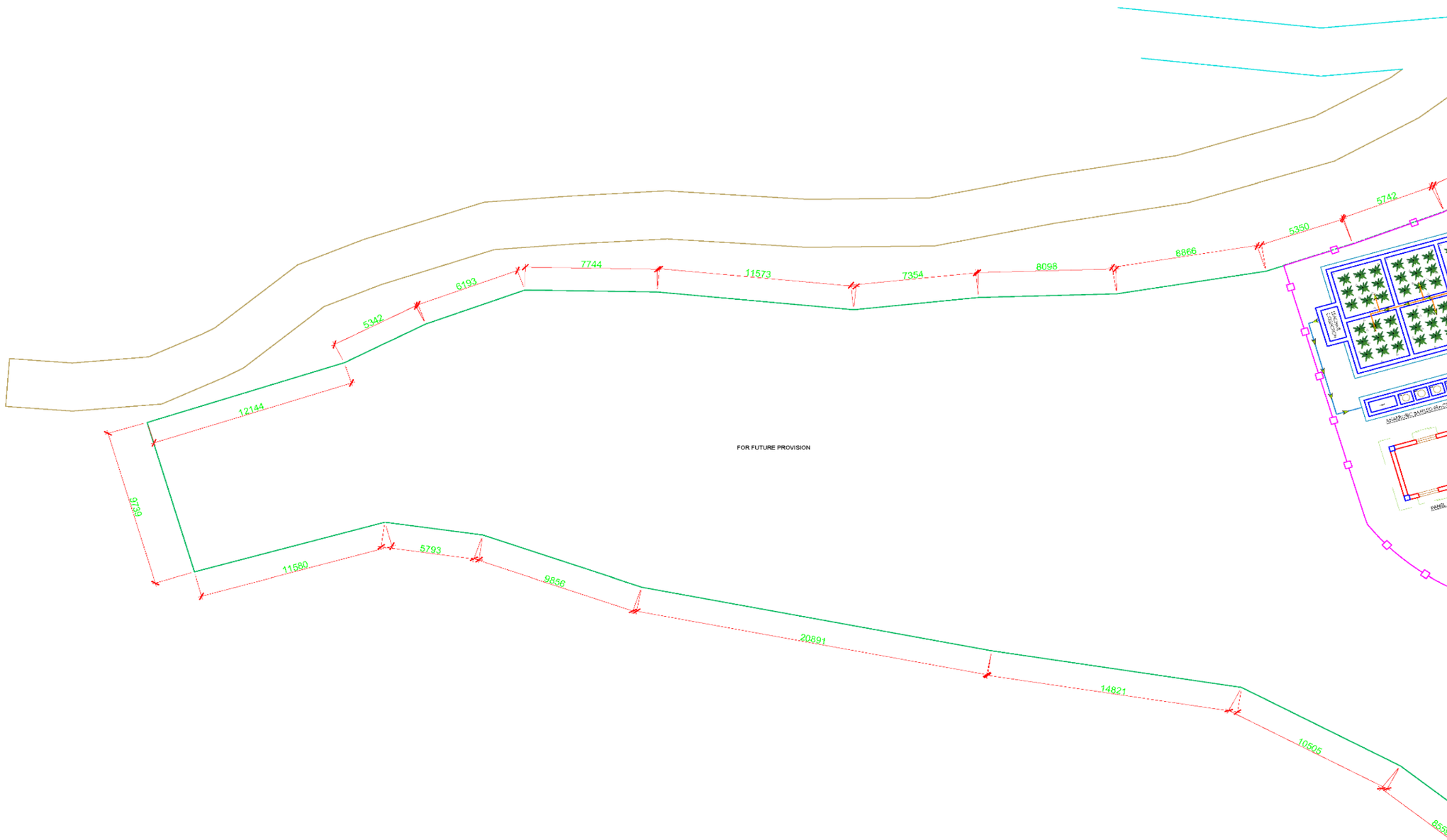
- **Approach Road:** Construction of WBM approach road having 300 meters length & 3.5 meters wide.
- **Internal Road:** Construction of WBM internal road having 36 meters length, 3.5 meters wide.
- **Gate & Fencing:** Construction of Fencing shall be made of 1.8 meters high G.I. Barbed Wire fencing. Gate shall be made of steel structure with appropriate dimensions and shall have a proper opening & closing mechanism.
- **Land development Work:** Land development as per site condition including earth work, retaining wall etc.
  Earth work volume: 20.00 meters length x 20.00 meters breadth x 0.7 meters formation cutting height.
  Retaining Wall with pcc base: length- 18 meters; height- 0.8 meters.

ELECTRO-MECHANICAL SPECIFICATION			
Sl.No.	**Description of items**	**QTY.**	**Unit**
1.0	**<u>Coarse Bar Screen</u>**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles of Stainless Steel [AISI 304], Manual screen, Liquid depth 400mm width 600 mm with 20 mm clear spacing . SS Frame 50 mm x 10 mm for screen guides. Lifting Arrangement (galvanised chain & hook attached to screen for facility of lifting Upstream of the screen to be provided) , Size of the chamber- 3m (L) X 0.8m(W)x 0.4m LD+1.7 FB) make -make -Jash/ W2P/Geo miller/Parchure/Auric/ approved equivalent	1	Nos.
2.0	**<u>Fine S S Screen</u>**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles of Stainless Steel [AISI 304], Manual screen,Liquid depth 500mm Width-600mm with 8 mm clear spacing . SS Frame 25 mm x 10 mm for screen guides. Lifting Arrangement (galvanised chain & hook attached to screen for facility of lifting Upstream of the screen to be provided), Size of the chamber- 3m (L) X 0.8m(W)x 0.5 m LD+0.6 FB), make - Jash/ W2P/Geo miller/Parchure/Auric/ approved equivalent	1	Nos.
3.0	**Water Recirculating Pump**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles of Centrifugal type pumps, having CI casing & CI impeller complete with all accessories and motor of required capacity. Delivery header with isolation valve and single plate NRV and by-pass arrangement,, pressure gauge, motor protection-IP68 with level controller, dry run protection with wiring to control panel,etc. Drain arrangement with same dia valve shall be provided to delivery header.	2	Nos.
	(Minimum Solid handling cap. 40 mm)		
	Quantity:2 (1Working + 1 Standby)		
	Flow rate (each) : 5 m3/hr		
	Head (TDH) : 10.00 Mtr		
	Motor : 1.5 kW		
	Make-KSB/Wilo/ Xylem/Grundfos		
4.0	**Pressure Gauge**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles of pressure gauges glycerine filled' diaphragm in each pump (both side of suction and discharge) Size-150 mm dia with pet cock , Quantity :2 nos. make:fiebig/ sant/ h.guru approved eqv	2	Nos.

5.0	**Pipe & fittings**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles of DI pipe & fittings as per drawing , IS 9523: Latest revision, relevant IS standard and with bitumen and zinc coating, inside cement mortar lined, flanged drilling shall be asper IS 1538 and DI K-9 & K-12 pipe as per IS 8329		
	50mm Dia. Pipe	50	Rmt.
	80mm Dia. Pipe	50	Rmt.
	100mm Dia. Pipe	40	Rmt.
6.0	**Valve & fittings**		
	Supply, Fitting and Fixing as per latest BIS Code along with all tools and tackles butterfly/sluice valves of required size, MOC-CI, PN-10, Flanged Type Make -KBL/Durga/Jash/Eqvn.		
	50mm Dia.	1	Nos.
	80mm Dia.	1	Nos.
	100mm Dia.	1	Nos.

ELECTRICAL SPECIFICATION: HNAHTHIAL TOWN

Sl. No.	**Description of Work**
1	Construction of 0.25 KM, 3-Phase 11KV HT LINE including all standard accessories and equipment's, instrumentations etc.
2	Installation of 12 kVA, 11/0.433KV Transformer including all standard accessories and equipment's, instrumentations etc.
3	Construction of 0.02 KM 3-phase LT LINE including all standard accessories and equipment's, instrumentations etc.


5342
6193
7744
11573
7354
8098
8866
5350
5742
12144
9739
11580
5793
9856
20891
14821
10505
FOR FUTURE PROVISION

Section 4

General Conditions of Contract

Table of Clause

A. General.....4-3

1. Signing of Contract 4-3
2. Performance Quarantine 4-3
3. Security Deposit 4-3
4. Mobilization advances 4-3
5. Program Chart.....4-4
6. Designs by Contractor & Approval by the Engineer-in-charge.....4-4
7. Work to be executed as per the approval of Engineer-in-Charge.....4-5
8. Work to be executed in accordance with specifications, drawings, orders, etc 4-5
9. Contractor to supply Tools & Plants etc 4-5
10. Materials to be provided by the Contractor 4-6
11. Foreclosure of contract due to abandonment or reduction in scope of work 4-7
12. Site Investigation Report 4-7
13. Subcontracting 4-8
14. Inspection & Supervision by the Department.....4-8
15. Labor laws to be complied by the contractor.....4-8
16. Settlement of disputes & arbitration 4-9
17. Safety.....4-9
18. Possession of the Site.....4-9
19. Access to the Site 4-9
20. Contractor's supervision.....4-9

B. Time Control.....4-10

21. Compensation for delay.....4-10
22. Time Extension for delay 4-10
23. Compensation in case of delay of supply of material by Govt 4-10
24. The works to be completed by the Intended completion date.....4-10

C. Quality Control 4-11

25. Identifying Defects.....4-11
26. Tests.....4-11

27. Correction of Defects....4-11
28. Uncorrected Defects....4-11
29. Defect Liability....4-11
30. Contractor liable for damages, defects, etc....4-11

D. Cost Control....4-12

31. Contract Price....4-12
32. Payments....4-12
33. Levy/Taxes payable by contractor....4-13

E. Finishing the Contract....4-14

34. Commissioning & Operational Acceptance....4-14
35. Suspension of work....4-14
36. Termination....4-14
37. Payment upon Termination....4-15
38. Property....4-15

General Conditions of Contract

A. General

1. Signing of contract

1.1 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 intent, sign a contract agreement.

2. Performance Guarantee

2.1 The contractor shall submit an irrevocable performance guarantee of 5% (five percent) of the contract value within 7 (seven) days from the date of issue of letter of intent.

2.2 The performance guarantee shall be valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get the validity of performance guarantee extended to cover such extended time for completion of work.

2.3 In the event of the contract being terminated 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

3.1 An amount of 5% from each running bill and final bill shall be deducted as a security deposit till the sum deducted will amount to 5 % of the tendered value of the work. This amount shall be released in single installment after completion of the project to the satisfaction of Engineer-in-Charge. This security deposit will be released on written recommendation of concerned Sub-Divisional Officer and on written approval of concerned Executive Engineer.

4. Mobilization Advance

4.1 Mobilization advances not exceeding 10 % of the tendered value may be given at simple interest of 10% per annum, if requested by the contractor in writing within one month of the order to commence the work. In such a case, the contractor shall furnish a bank guarantee bond from a scheduled nationalized bank as specified by the Engineer-in-Charge for the full amount of mobilization advance before such advance is released. Such advance shall be in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-Charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the

satisfactory utilization of the earlier installment to the entire satisfaction of the Engineer-in-Charge.

5. Program chart

5.1 The contractor shall prepare an integrated program chart in appropriate computer 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.

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. Designs by Contractor and Approval by the Engineer -In-Charge

6.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.
The Contractor shall promptly submit to the Engineer-In-Charge all designs prepared by him. Within 14 days of receipt, the Engineer-In-Charge shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Engineer-In-Charge or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

6.2 The Contractor shall be responsible for design of Fecal sludge Treatment Plant.

The Contractor shall submit Specifications and Drawings showing the proposed network system to the Engineer-In-Charge, who is to approve them if they comply with the Specifications and Drawings.

All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by the Engineer-In-Charge before this use.

7. Work to be executed as per the approval of Engineer-in-Charge

7.1 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.

8. Work to be executed in accordance with specifications, drawings, orders, etc.

8.1 The contractor shall execute the whole and every part of the work in the most substantial and workman like manner both as regards materials and otherwise in every respect in strict accordance with relevant Indian Standard Specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of Central Public Works Department or in any Bureau of Indian Standard or any other, published standard or code or Schedule of Rates.

8.2 The contractor shall comply with the provisions of the contract and with due 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.

9. Contractor to supply tools & plants etc.

9.1 The contractor shall provide at his own cost all materials machinery, tools & plants required for work execution and maintenance.

10. Materials to be provided by the contractor

10.1 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.

Plants, machineries and other Construction materials should go through third party inspection before dispatching at the cost of the contractor.

10.2 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 relevant Indian Standard Specifications. 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.

10.3 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.

10.4 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 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.

10.5 The Engineer-in-Charge shall have full powers to cause the removal of all materials from the premises 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.

11. Foreclosure of contract due to abandonment or reduction in scope of work

11.1 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.

The contractor shall be paid at contract rates, full amount for works executed at site.

12. Site Investigation Reports

12.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports supplemented by any information available to the Bidder.

(i) The Contractor shall be deemed to have inspected and examined the Site and its surroundings and collected information available in connection with the work of all components and to have satisfied himself before submitting the bid, as to;

(a) the form and nature thereof, including the subsurface conditions.

(b) the hydrological and climatic conditions

(c) the extent and nature of work and materials necessary for the execution and completion of the works and the remedying of any defects therein, and the means and access to the site and the accommodation he may require, and in general deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Bid.

13. **13. Subcontracting** 1 3 . 1

Subcontracting may be permitted only with the Employer's prior written approval. Any approved subcontracting shall not relieve the Contractor of its obligations, duties, or responsibilities under the Contract. The Contractor shall remain fully responsible and liable for the acts, omissions, performance, and compliance of its subcontractors as if such acts or omissions were those of the Contractor.

14.

14. Inspection and supervision by Department

14.1 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 or any organization engaged by the Department for Quality Assurance 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 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.

15. Labor laws to be complied by the contractor

15.1 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 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.

15.2 No labour below the age of eighteen years shall be employed on the work.

15.3 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 has 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.

16. Settlement of disputes & arbitration

16.1 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.

17. Safety

17.1 The Contractor shall be responsible for the safety of all activities on the Site.

18. Possession of the Site

18.1 The Engineer-In-Charge shall give possession of all parts of the Site to the Contractor

19. Access to the Site

19.1 The Contractor shall allow the Engineer-In-Charge and any person authorized by the Engineer-In-Charge access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

20. Contractor's Supervision

20.1 The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

B. Time Control

21. Compensation for delay

21.1 If the contractor fails to maintain required progress or fails to complete the work or an item of work or group of items of work due to negligence, poor management, etc., he shall, without prejudice to any other right or remedy available under the law on account of such breach, pay to the Government a compensation @ 1.5% per month of the tendered value of work or of the value of the item or group of items of work until his progress of that work item(s) is found satisfactory by Engineer-in-Charge. The amount paid as compensation to the Government for delay of contract work is irrevocable and at the disposal of the Governor of Mizoram from the day it is paid by the contractor.

21.2 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 of Mizoram.

22. Time and extension for delay

22.1 The time allowed for execution of the works as specified or the extended time in accordance with these conditions shall be the essence of the contract. If the contractor commits default in commencing the execution of the work as aforesaid, the Governor of Mizoram shall, without prejudice to any other right or remedy available in law, be at the liberty to forfeit the performance guarantee absolutely.

23. Compensation in case of delay of supply of material by Govt.

23.1 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 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.

24. The Works to Be Completed by the Intended Completion Date

24.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Engineer-In-Charge, and complete them by the Intended Completion Date.

C. Quality Control

25. Identifying Defects

25.1 The Engineer-in-Charge shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer-in-Charge may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer-in-Charge considers may have a Defect.

26. Tests

26.1 If the Engineer-in-Charge instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples.

27. Correction of Defects

27.1 The Engineer-in-Charge shall give notice to the Contractor of any Defects before the end of the Defects Liability Period.

28. Uncorrected Defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Engineer-in-Charge notice, the Engineer-in-Charge shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

29. Defect Liability

29.1 The Defects Liability Period (DLP) shall be one (1) year from the date of completion and commissioning of the Project. Any defect identified in the Works during the construction period or within the Defects Liability Period shall be promptly rectified by the Contractor at its own cost and risk, to the satisfaction of the Employer.

30. Contractor liable for damages, defects, etc

30.1 If the contractor, his working people, servants, machines, materials, debris, spoils or refuses, etc shall break, deface, injure, destroy, damage or cause loss of value, etc to any person, building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric post, telephone post or wires, trees, grass, crops, pond or cultivated ground, etc or if any damage shall happen while in progress, from any cause whatever or if any defect or other faults appear in the work, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or pay compensation money to the owner of such property.

D. Cost Control

31. Contract Price 31.1 In case of Fecal Sludge Treatment Plant , the Contract shall be a lump-sum turnkey contract. The bidder shall be responsible for all works necessary for complete, functional and operational FSTP, whether or not each minor component is separately listed in the schedule of requirements/quantities.

32. Payments

A) FAECAL SLUDGE TREATMENT PLANT

In the case of Plant and equipment, payments may be made as below subjected to availability of fund

60% of contract amount of each item on prorate basis.	**On delivery to the site and verification of quality based on specifications including third party inspection if required.**
10% of Contract amount of each item on prorate basis.	On completion of erection and installation
15% of contract amount of each item on prorate basis.	**On successful completion of testing and commissioning.**
5% of contract amount of each item	On successful completion of trial run period for one month.

10 % of contract amount of each item	**On successful completion of defects liability/ performance guarantee period.**

33. Levy /Taxes payable by contractor

33.1 Sales Tax/VAT/ GST, Building and other Construction Workers Welfare Cess or any other tax or Cess, etc in respect of this contract shall be payable by the contractor and Government shall not entertain any claim whatsoever in this respect.

33.2 The department shall deduct Cess & GST, etc as admissible on the value of work done from each bill of the contractor as per prevailing government's instructions/orders. In lieu of this, the department shall issue a certificate of deduction of the tax at source to the contractor.

E. Finishing the Contract

34.Commissioning and Operational Acceptance

34.1 Training on operation & maintenance should be given by the contractor after successful completion and commissioning of the project.

35. Suspension of work

35.1 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.

36. **Termination**

36.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

36.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Engineer-in-Charge;

(b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Engineer-in-Charge gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(d) the Contractor does not maintain a Security, which is required; and

(e) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, i.e, 100 days

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

37. Payment upon Termination

a. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-In-Charge shall issue a certificate for the value of the work done and Materials ordered fewer advance payments received up to the date of the issue of the certificate and less 20 % which is the percentage to apply to the value of the work not completed**.** Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

b. If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer-In-Charge shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

38. **Property**

38.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

Section 5 – Contract Forms

Table of Forms

Letter of Acceptance.....**5-2**

Contract Agreement (Works) 5- **3**

Performance Security 5- **6**

Advance Payment Security 5- **7**

Memorandum of Understanding for JV Agreement…….**5-8**

Notification of Award
Letter of Acceptance

[Employer's letter head]

Date:_____

To: _____

This is to notify you that your Bid dated_____for execution of the **Survey, design, supply, installation, construction, testing and commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period)** for the Contract Price in the aggregate of Rs. 61,44,140.00 as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 7 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section 5 (Contract Forms) of the Bidding Documents.

The Engineer-in-Chief, PHED,
Aizawl

Attachment: Draft Contract Agreement

Contract Agreement (Works)

THIS AGREEMENT made the_____day of_____,_____,

BETWEEN

(1) The Engineer-in-Chief, a corporation incorporated under the laws of India and having its principal place of business at The Engineer-in-Chief, Office, Khatla, Aizawl, Mizoram and (2)_____, a corporation incorporated under the laws of _____and having its principal place of business at_____.

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz._____and the Contractor have 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

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:

(a) This Contract Agreement and the Appendices hereto
(b) Letter of Bid
(c) Employers' requirement
(d) Price Schedules submitted by the Contractor
(e) Special Conditions
(f) General Conditions
(g) Other completed Bidding Forms submitted with the Letter of Bid
(h) Standard specifications
(i) Quality assurance / Quality control manual
(j) Schedule of Rates

1.2 Order of Precedence

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** 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

1.1 Contract Price

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: Sixty-one lakhs Forty-four thousand One hundred Forty rupees only

[Rs. 61,44,140.00] or such other sums as may be determined in accordance with the terms and conditions of the Contract.

1.2 Terms of Payment

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

Payment for the Works shall be made by the Employer against satisfactory completion of the respective milestones, subject to certification by the Engineer-in-Charge and availability of funds. Payment shall be made after submission and verification of all relevant documents, test reports and invoices, and after deduction of applicable taxes, security deposit and other statutory deductions.

Article 3

3.1 **Effective Date**

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

(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;

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed fewer than 3.1 are not fulfilled within two months from the date of this Contract notification because of reasons not attributable to the Contractor, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

Article 4
Communications

4.1 The address of the Employer for notice purposes, pursuant to
The Engineer-in-Chief, Office, Khatla, Aizawl, Mizoram

4.2 The address of the Contractor for notice purposes, pursuant to

_____

Article 5.
Appendices

5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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.

Signed by, for and on behalf of the Employer

The Engineer-in-Chief, PHED,
Aizawl

In the presence of

_____
_____

Signed by, for and on behalf of the Contractor

_____
_____

in the presence of

_____
_____

Performance Security

.....*Bank's Name, and Address of Issuing Branch or Office* .....

Beneficiary: ..... *Name and Address of Employer* .....

Date:.....

Performance Guarantee No.: .....

We have been informed that_____has entered into Contract No_____dated_____with you, for the execution of **Survey, design, supply, installation, construction, testing and commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period).**
Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we_____hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____(_____) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the_____Day_____, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

. . . . . .

Seal of Bank and Signature(s)

Advance Payment Security

.....Bank's Name, and Address of Issuing Branch or Office .....

Beneficiary: ..... ***Name and Address of Employer*** **.....**

Date:.....

Advance Payment Guarantee No.: .....

We have been informed that_____has entered into Contract No_____ dated _____with you, for the execution of **Survey, design, supply, installation, construction, testing and commissioning of FSTP using Decentralized Wastewater Treatment System (DEWATS) for Hnahthial Town with all contingent civil, electrical, mechanical, piping and instrumentation works (including 1 month trial run + 1 month training for operators + 1 year defect liability period).**

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum _____ (_____) 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 the costs of mobilization in respect 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 its account number . _____ at _____

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the_____day of _____whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

. . . . . .

Seal of Bank and Signature(s)

Memorandum of Understanding for JOINT VENTURE

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this----------("Effective Date").

BETWEEN

M/s._____, a company incorporated, and having its registered office at_____. (Hereinafter referred to as the **"First Party"/ "One Partner");**

M/s._____) a company incorporated, and having Registered office at_____. (Hereinafter referred to as the **"Second Party"/ "Each Partner"**);

M/s._____) a company incorporated, and having Registered office at_____. (Hereinafter referred to as the **"Third Party"/ "Each Partner"**);

Hereinafter jointly referred to as the **"Parties"** and individually as **"Each Party"** or **"a Party"** as the case may be.

WHEREAS,

A) The **Engineer-in-Chief, PHED Mizoram (hereinafter referred to as the Engineer-in-Chief, PHED or "Employer"** invited bid for _____ _____,

(B) The **Parties** hereto formed a Joint Venture or will form a joint venture (hereinafter referred to as the **"JV")** to jointly execute the above project in all respect

NOW THEREFORE IT IS HEREBY AGREED as follows

ARTICLE 1: JOINT VENTURE:

1.1. The Parties hereto agree to form the Joint Venture with_____designated as the **One Partner and First Partner**.

1.2. _____shall be the Second Member – or Second Partner

1.3. _____shall be the Third Member – or Third Partner (insert more lines if more partners)

ARTICLE 2: JOINT VENTURE NAME:

2. The JV shall do business in the name of **"_____Joint Venture".**

ARTICLE 3: JOINT AND SEVERAL LIABILITY:

3 The **Parties** hereto shall, for the above-referred **Projects**, be jointly and severally liable to the **Employer** for the execution of the Projects in accordance with the **Contract** till the actual completion of Contract including defect liability period and operation & maintenance as per bid conditions.

ARTICLE 4: PROPORTIONATE SHARE:

1.1 Each member of the Joint Venture agrees to place at the disposal of the Joint Venture, the benefit of all its experience, technical knowledge and skill, and shall in all respects bear its share of responsibility and burden of completing the contract. The parties herein shall be responsible for physical and financial distribution of work as under.

Lead Partner: Financial responsibility: ----------

Physical responsibility: ----------

Other Partners: Financial responsibility: ----------

Physical responsibility: ----------

1.2 All rights, interests, liabilities, obligations, risks, costs, expenses and pecuniary obligations and all net profits or net losses arising out of the **Contract** shall be shared or borne by the **Parties** in the above **Proportions**.

1.3 The members in the proportion as mention in article 4.1 shall contribute sufficient Initial fixed capital for timely execution of the project including commissioning & operating period as per the contract.

ARTICLE 5: JOINT EFFORT AND MANAGEMENT:

5.1 The **Parties** shall participate as a **JV** in the submission of bids and further negotiations with the **Employer** and shall co-operate and contribute their respective expertise and resources to secure and execute the **Projects**.

5.2 On award of **Projects**, the **First Partner** in consultation with the other members of JV will decide on the final management structure for the successful execution of the **Projects** as per the terms of **Contract**.

5.3 All the **Parties** hereby agree to pool in their financial, administrative, managerial, technical and material resources for execution of the **Projects**, including commissioning & operation for the period as stipulated in the contract. The share of interest of the **JV** shall be as per the mutual understanding for the successful completion of the project.

ARTICLE 6: EXCLUSIVITY:

6.1 The co-operation between the **Parties** hereto shall be mutually exclusive i.e. none of them shall without the other **Party's** consent & prior approval of **Engineer-in-Chief, PHED**, approach or cooperate with any other parties in respect of the Project.

6.2 In the course of working as associates, the parties to the JV will be sharing information with each other which may be proprietary /confidential information /knowledge acquired by each other. It is hereby agreed that the parties will maintain complete secrecy regarding such information / knowledge and will not divulge to any party for any other purpose except for the success of the joint execution of the contract. All parties will also indemnify each other against any claim that may arise out of using information, which are being claimed proprietary.

ARTICLE 7: Memorandum of Understanding:

7.1 This **Memorandum of Understanding** shall be terminated:-

a. if the **Parties** mutually confirm that the **JV's** bid proposal has not been finally accepted by **Employer** and all rights and obligations of the **Parties** under or in connection with this **Memorandum of Understanding** have ceased, or

b. after successful completion of the project including commissioning & operation and defect liability period from the date of this **Memorandum of Understanding** unless extended for a further period on demand of **Engineer-in-Chief, PHED** & mutual consent of the Parties, or

7.2 The **Memorandum of Understanding** can be modified by mutual consent of the Parties to suit the efficient and expeditious execution of Projects including commissioning & operation of Plant or to make this agreement more meaningful to suit the requirements of Employer **after the consent of the Employer**.

ARTICLE 8: ARBITRATION:

8.1 Any dispute resulting from this Agreement shall be settled amicably by mutual Consultation by the Managing Directors/Chairman of_____&_____. In the event that an amicable settlement is not reached within 60 days in any particular case, the dispute shall be referred to arbitration and shall be resolved in accordance with and subject to the provisions of the_____and any statutory modifications and enactment hereof for the time being in force. The decision of the arbitrators shall be final and binding upon both parties. The venue of arbitration will be_____.

ARTICLE 9: GOVERNING LAWS:

9.1 This Agreement shall in all respects be governed by and interpreted in accordance with the _____Laws.

ARTICLE 10: CONFIDENTIALITY:

10.1 No Party hereto shall disclose to any other party any information of a confidential nature including but not limited to trade secrets, know-how acquired from any Party in connection with the subject matter of this Agreement.

ARTICLE 11: ADDRESS OF CONSORTIUM:

- Any and all correspondence from the Employer to the **JV** shall be addressed to **(name of JV)** at the address stated herein below–(any one of the partners). The address of the Consortium office of the partner companies will be deemed to be the address for the purpose of communication.
- The notice, if any required to be served on the party by the other party, will be deemed to be served, if the said notice / communication is delivered by Registered Post at the respective address

(Name of JV)

_____

_____

ARTICLE 12: Authorized Representative:

- The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- Authorized Representative of JV :_____

ARTICLE 13: ASSIGN ABILITY:

13.1 The interests and rights of a Party in the Contract and as a Party of the Joint Venture shall not be transferable or assignable without the written consent of the Employer & other party.

ARTICLE14: INTERPRETATION OF HEADINGS:

14. The headings of each of the Articles herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the provisions herein contained.

ARTICLE 15: OTHERS

15.1 Any other matters not contained in this Agreement shall be discussed and amicably agreed upon by the Parties in the spirit of mutual trust and cooperation for timely completion of project including commissioning & operation of project. Notwithstanding anything above all the Parties are severally and jointly responsible to the Employer for execution of the Contract:

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by each of the duly authorized representatives as appearing below:-

Signed by)

For and on behalf of

_____ **)**

_____

in the presence of:)

_____

Name:

Designation:

Name :

Designation:

Signed by)

For and on behalf of)

_____.

_____

in the presence of:)

_____)

Name :

Designation:

Name:

Designation: