

Request for Proposal

Rurban Commercial Centre, Kawlkulh

Technical Bid (Envelope - I)

1. Contractor/Firm Registration Certificate or Government Order issued by Government of Mizoram.
2. Earnest Money in the form of Bank Cheque/Demand Draft/Call Deposit issued by Scheduled Bank in favour of Secretary, Rural Development Department (2% of the approved Total Project Cost)
3. Authorized Signatory if required.
4. Work Experience
5. Eligibility and experience of Bidder
6. Criteria and Evaluation of the performance of participating agency for Pre-Eligibility
7. Team Composition.
8. Project under execution or awarded.
9. Financial Information.
10. Banker Certificate.

WORK EXPERIENCE

DETAILS OF WORKS COMPLETED, DESIGN, ENGINEERING, FINANCING, PROCUREMENT, CONSTRUCTION, OPERATION & MAINTENANCE OF WAREHOUSING COMPLEX

Sl. No.	Name of Work/Project and location	Owner of sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/in progress with details*	Name and Address, Telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Signature of bidder(s)

Eligibility and experience of the bidder:

- I. The bidder should have minimum three (3) years' experience in Design, Engineering, Financing, Procurement, Construction, Operation & Maintenance of any building work within the State AND
- II. The bidder should have executed similar nature of in Design, Engineering, Financing, Procurement, Construction, Operation & Maintenance of warehousing complex, within or outside the State of Mizoram during preceding seven (7) years, the period reckoned shall be from the Date of Opening of Techno-Commercial Bid.
- III. The amount of the completed works should be either of the following:
 - a) Three similar completed works each costing not less than 30% of the estimated cost put to tender
OR
 - b) Two similar completed works each costing not less than 50% of the estimated cost put to tender

OR
 - c) One similar completed work costing not less than 70% of the estimated cost put to tender
- IV. To this effect, Bidder should submit copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts, in the form of copies of any of the documents (indicating respective contract number and type of services), such as -
 - (i) Satisfactory completion / performance report
(OR)
 - (ii) proof of release of Performance Security after completion of the contract
(OR)
 - (iii) proof of settlement / release of final payment against the contract
(OR)
 - (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above

Criteria for Evaluation of the performance of participating Agency for Pre-Eligibility

S. No	Attributes	Max. Marks	Evaluation
1	Financial Strength	20 Marks	1. Average Financial Turnover of last Five consecutive years (fiscal) should be minimum 3.5 Crore
	(Maximum 25 Marks)	05 Marks	2. Bank Certificate of at least 40% of estimated project cost (each location) (Certification from Nationalized bank/ any Scheduled bank)
2.	Past Experience in similar work (Maximum 35 Marks)	35 marks	1. Five (5) Projects -35 Marks 2. Less than Five (5) but more than Two (2) projects - 25Marks 3. Less than or equal to Two (3) projects - 20 Marks
3	Performance of works (Quality): Maximum 20 Marks		
	(i) Outstanding		20 Marks
	(ii) Very Good		15 Marks
	(iii) Good		10 Marks
	(iv) Poor		0 Marks
4	Assessment in terms of Technical Competency, plant and machinery, consulting capabilities, approach to design and construction with work plan: Max 20 Marks (Attach the list of technical staffs, existing consultation partners, plant and machinery details, geographical presence and other moveable and immovable assets)		

	(i) Technical staffs, existing consultation partners	05 Marks
	(ii) Plant and machinery details	05 Marks
	(iii) Geographical presence and other moveable and immovable assets	05 Marks
	(iv) Approach to design and construction, work plan based on design philosophy mentioned in scope of work	05 Marks
Grand Total		100 Marks

*** To become for short listing the bidder must secure at least fifty percent marks in each and sixty percent mark in aggregate.

*** The Department, however, reserve the right to restrict the list of such qualified contractors to any number deemed suitable by it.

PROJECT UNDER EXECUTION OR AWARDED

Sl. No.	Name of Work/Project and location	Owner of sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/in progress with details*	Name and Address, Telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

TEAM COMPOSITION

(Indicate key Project Implementation Officials and should be locally available in Mizoram)

Sl. No.	Name	Academic Qualification (Year/Institution)	Area of Expertise	Employment Status with Firm (full-time, or other) and period of experience
1.				
2.				
3.				
4.				
5.				

Conditions: -

1. The firm should have at least 2 (two) Civil Engineering Degree holder.
2. The firm should have at least 1 (one) Project Managers
3. The firm should have at least 1 (one) Civil, Electrical & Mechanical Diploma holder each.

FINANCIAL INFORMATION

1. Financial Analysis – detail to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by Chartered Accountant.

Years

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- (i) Gross Annual Turnover on construction works
- (ii) Profit and Loss

- II. Bank Certificate from the bankers of the bidder in the prescribed Form

Signature of Chartered Accountant with seal

Signature of Bidder

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that Mr/Ms./Sh..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs(Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

Financial Bid (Envelope - 2)

1. Bill of Quantities (BOQ)

BILL OF QUANTITIES (BOQ)

Name of Work:

Sl. No.	Descriptions	Quantity	Unit	Quoted Rate (Rs)		Amount (Rs)
				In figure	In words	
1	2	3	4	5	6	7
					TOTAL :	

Required documents for tendering -

- (i) Notice for inviting tender.
- (ii) Terms and Conditions for execution of work.
- (iii) Letter of Acceptance.
- (iv) Performance Guarantee.
- (v) Contract Agreement.
- (vi) Letter of Commencement.

**GOVERNMENT OF MIZORAM
SECRETARY, RURAL DEVELOPMENT DEPARTMENT
MIZORAM : AIZAWL**

ABBREVIATED SHORT TENDER NOTICE

Short Sealed Tenders are invited on behalf of the Secretary, Rural Development Department, Government of Mizoram from Registered Contractor having experience in Design, Engineering, Financing, Procurement, Construction, and Operation & Maintenance of warehousing complex. Tender documents will be received by the State Nodal Officer (SPMRM), Rural Development Department upto **Date 9th May, 2021 till 12:00 PM** and opened on **Date 10th May, 2021 at 2:00 PM** for Technical Bid; and on **Date 11th May,2021 at 2:00 PM** for Financial Bid.

Details can be seen at the undersigned during office hours.

Sd/- R.ZARZOSANGA
Secretary to the Govt. of Mizoram
Rural Development Department
Mizoram, Aizawl

**GOVERNMENT OF MIZORAM
RURAL DEVELOPMENT DEPARTMENT
MIZORAM : AIZAWL**

NOTICE INVITING TENDER

Rural Development Department, Government of Mizoram invites sealed tenders from experienced companies/firms for Design, Engineering, Financing, Procurement, Construction, and Operation & Maintenance of Warehousing Complex as per the following details:

Name of work	Estimated Project Cost	EMD	Cost of Tender Document	Time of Completion
Design, Engineering, Procurement of Machinery & Equipments, Construction Warehouse Complex	Rs. 292.98 lakh	Rs. 5.86 lakh	Rs. 2500.00	1(one) year

Detailed tender documents may be obtained from the office of the undersigned on any working day from **10:00 AM to 4:00 PM** on application and on payment of Rs. 2500.00 (non-refundable) and EMD through Cash/Demand Draft payable to Secretary, Rural Development Department, Government of Mizoram while submitting the tender.

Last date of submitting tender is **9th May, 2021** till **12.00 P.M.** Technical bid will be opened on **10th May, 2021 at 2.00 PM** in the Office of the Joint Secretary, R.D. Department, MINECO, Aizawl, Mizoram. Financial Bid for the tenderer(s) who are found to be technically qualified will only be opened after scrutiny of the Technical Bid on the date and time fixed by the Department. The Department reserves all rights to accept/reject any or all tenders in full/part without assigning any reasons.

The Tenderer(s) must have experience on Design, Engineering, Procurement of Machinery & Equipments, Construction of Warehouse within or outside Mizoram.

Further details can be seen from the website **www.mizorural.nic.in**

Sd/- R.ZARZOSANGA
Secretary to the Govt. of Mizoram
Rural Development Department
Mizoram, Aizawl

TERMS & CONDITIONS FOR TENDERERS

1. The Firm/Contractor shall abide by the rules and regulations under relevant sales tax act, Cess, GST, etc. as amended from time to time and submit copies of GST and PAN numbers issued by the appropriate authority.
2. The Firm/Contractor should have their own Office with appropriate technical staff, proper facilities and Service Center for SPV Projects in Mizoram. Documentary support, mentioning the office address, phone nos., etc must be submitted along with the tender.
3. The Firm/Contractor shall make good any damage to adjoining property, whether public or private.
4. The Contractor should have sufficient technically qualified and well-experienced manpower for execution of the project and for after sales service of the systems. List of the staffs and their details including their educational qualifications and experiences, who are proposed to be engaged for after sale services at the service centre in Mizoram, shall be submitted along with the tender.
5. The Tenderer shall submit along with bid document copies of Audited Balance Sheets and Profit & Loss Account.
6. Each page of all tender documents & enclosures shall be signed and sealed by the tenderer. The pages of the tenders should be submitted in proper way in an organized manner else the tenders may be cancelled.
7. Receipt of purchase of tender document shall be enclosed in the submitted tender. Photocopy of tender document will be rejected.
8. Each tenderer should submit an Earnest money (2% of tendered amount) as mentioned in the NIT furnished only in the form of Bank Draft/Pay order on any Scheduled Bank made payable to Secretary, Rural Development Department, Aizawl.
9. The Contractor whose tender is accepted will be required to furnish Performance Guarantee of 5% (Five percent) of the tendered amount. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled Bank/Demand Draft of any scheduled bank in accordance with the prescribed form.
10. Quoted rate above the estimated amount shall be rejected summarily.
11. The Firm/Contractor shall be responsible for timely completion of the work within the completion schedule indicated above. In case, the Firm/Contractor fails to complete the work within the stipulated time, remaining work will be taken up by Department/other agency entrusted by the Department through proper channel.
12. Payment shall be made based on executed work item as per actual volume of work done as well as onsite inspection report of Engineer-in-charge or his representative holding a

rank of at least Junior Engineer from the Department with the approval of the Secretary, R.D. Department.

13. Each payment shall be made as per availability of fund.
14. The above terms and conditions is liable to be altered with due approval of the Government if the alteration is in the interest of public.
15. The Tenderer must have access to spare part supplies with direct or indirect backing from the equipment manufacturer. Bidder must have access to the manufacturers support team and technical staff of his own shall be available at local to attend any kind of problems in future.
16. List of the staffs and their details including their educational qualifications and experiences, who are proposed to be engaged shall be submitted along with the tender.
17. The successful tenderer/contractor, on acceptance of his tender by the accepting authority shall, within 15 days from the stipulated date of start of the work, sign the Contract Agreement.
18. The contractor shall, on receipt of the order in writing of the Secretary, R.D. Department, (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 Secretary may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Secretary, R.D. Department.
19. All works to be executed under the contract shall be executed under the direction and subject to the approval of the Secretary, R.D. Department who shall be entitled to direct at what point(s) and in what manner they are to be commenced, and from time to time carried on.
20. The Rural Development Department, Government of Mizoram, reserves the right to add, amend or to delete any of the items of work or part thereof and the Contractor shall carry out the same as per the instruction of the Secretary, R.D. Department.
21. The contractor shall furnish on completion of the work and handing over the same to the Department, an informatory block/board made of granite with sufficient size showing the name of work and name of funding scheme with Financial year, estimated amount, date of commencement and completion, name of Nodal Department and Firm/Contractor.
22. The Secretary, R.D. Department bears the right to reject all tenders without assigning any reasons thereof.

23. If any contradiction arises in any clauses of the NIT, final decision will be made by the tendering authority.
24. Force Majeure or Default by Government: In the event of unforeseen circumstances of force majeure or default by Government which may prevent the contractor from fulfilling the contract, say within a stipulated time, amendment to the contract may be sought by the contractor.
25. Arbitration: In the event of any dispute arising out of this contract, the same shall be resolved in the first instance through a single/sole arbitrator to be appointed by both the parties on mutual consent. In the absence of any mutual consent in this regard, the said arbitrator shall be appointed by the Secretary, Law and Judicial Department, Government of Mizoram, which shall be binding upon both parties. The whole endeavour in this regard shall be undertaken within the city of Aizawl, Mizoram.
26. Those firms who submit their bid documents shall be assumed to accept these terms and conditions

**GOVERNMENT OF MIZORAM
SECRETARY, RURAL DEVELOPMENT DEPARTMENT
MIZORAM : AIZAWL**

No. _____ : Dated Aizawl, the _____

Letter of Acceptance

To,

Subject : Acceptance of tender for _____

Dear Sir,

1. Your item rate tender for the above mentioned work has been accepted on behalf of the Governor of Mizoram at your tendered amount of Rs. _____/- (Rupees _____) only.
2. You are requested to submit performance Guarantee of Rs. _____/- (Rupees _____) only within _____ days of issue of this letter. The Performance Guarantee shall be in any of the prescribed form issued by the Government.
3. Please be aware that LabourCess, Work Contract Tax, GST, etc. as admissible will be recovered at source from the bill.
4. On receipt of prescribed performance guarantee, necessary letter to commence the work shall be issued and site of work shall be handed over to you thereafter.
5. Please note that the time allowed for carrying out the work as entered in the tender is _____ months and will be reckoned after 10(ten) days from the date of issue of this letter.
6. You are hereby informed to meet the undersigned in his Office to sign formal agreement within _____ days from the date of issue of work order.

Yours faithfully,

(R.ZARZOSANGA)
Secretary to the Govt. of Mizoram
Rural Development Department
Mizoram, Aizawl

Contract Agreement

This agreement made on the _____ between the Secretary, Rural Development Department (hereinafter called "the Employer") of the one part, and _____ (hereinafter called "the Contractor") of the other part).

Whereas, the Employer is desirous that the Contractor execute _____ under SPMRM (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a cost of Contractor/firm.

NOW THIS AGREEMENT WITNESSETH as follows :

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
 - (i) Letter of Acceptance;
 - (ii) Notice to proceed with the works;
 - (iii) Contractor's Bid;
 - (iv) Terms and Conditions for Execution of Work;
 - (v) Specifications;
 - (vi) Drawings;
 - (vii) Bill of Quantities;

In witness whereof, the parties thereto have caused this Agreement to be executed on this day and year first before written.

Binding Signature of Employer

Binding Signature of Contractor

Witness:-

1. _____

2. _____

Form of Performance guarantee/ Bank guarantee bond
{ Reference para 21.1.(1) (V) }

To,

(Name and Address of employer)

Subject : (Name of contract as entered in the agreement)

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

1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. (Rupees only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly).
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We,(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the charge in the constitution to the Bank or the Contractor(s).

7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of for
 (indicate the name of the Bank).

Signature and Seal of the Guarantor

**GOVERNMENT OF MIZORAM
SECRETARY, RURAL DEVELOPMENT DEPARTMENT
MIZORAM : AIZAWL**

No. _____ : Date Aizawl, the _____

Letter for commencement of work

To,

Subject : _____ (name of work).

Ref : 1. Performance security/guarantee submitted by you vide your letter/Guarantee
_____, dated _____ for the above work.

2. This office letter of intent/acceptance of your tender No.
_____ Date _____

Dear Sir(s),

1. You are requested to contact the Secretary, Rural Development Department, Room No. 222, Mizoram Secretariat Building, MINECO, Khatla, Aizawl, for taking possession of site and starting the work at once.
2. In continuation to the letters referred to above, you are requested to attend this office to complete the formal agreement within fifteen days from the date of this letter.

Yours faithfully,

(R.ZARZOSANGA)
Secretary to the Govt. of Mizoram
Rural Development Department
Mizoram, Aizawl